City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
NOVEMBER 10, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

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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/86262407162?pwd=VXJnVXpjR0xpVGlFSEtZbVJNWDdPdz09. **Passcode: 282752**
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AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Lindell

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

Councilor Romero-Wirth

4. **INVOCATION**

Councilwoman Villarreal

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – October 27, 2021

9. **PRESENTATIONS**

   a. Municipal Court Update (Judge Virginia Vigil, Municipal Court Judge:vmvigil@santafenm.gov; 955-5110)

b. Community Health and Safety Task Force Update (Councilwoman Villarreal, rdvillarreal@santafenm.gov, 955-2345 and Councilor Rivera, cmrivera@santafenm.gov, 955-6818)

c. Culture, History, Art, Reconciliation, and Truth (CHART) Quarterly Update as Required by Resolution 2021-6 and 2021-56.

Presenters

Valerie Martinez, Artful Life Co-Director
Jenice Gharib, Artful Life Co-Director Quarterly Presentation Dates:

- November 10, 2021
- February 9, 2022
- May 11, 2022
- August 10, 2022
- November 9, 2022

10. **CONSENT CALENDAR**

a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Uncle DT's Smokehouse, LLC for a Restaurant Beer and Wine License with On-Premises Consumption, to be Located at Uncle DT's Smokehouse, 3134 Rufina Street, Santa Fe. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 10/25/2021
Governing Body: 11/10/2021

b. Request for Approval of Budget Adjustment Resolution (BAR) in the Amount $663,224.72 for the Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project 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, 955-6209)

Committee Review
Finance Committee – 11/01/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body – 11/10/2021

c. 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, 955-6209)

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

d. Request for Approval of the New Mexico Department of Transportation Agreement for the Funding of Projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, 955-5355 and Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, 955-5286)

Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

e. Request for Approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a Sub-Recipient of the Region III High Intensity Drug Trafficking Areas Funding in the Amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, 955-5355 and David Webb, Lt. Police Department, dwebb@santafenm.gov, 955-5257)

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Board Committee: 11/10/2021

f. CONSIDERATION OF RESOLUTION NO 2021-__. (Mayor Webber)
A Resolution Approving First Quarter Budget Amendments for Fiscal Year 2021-2022. (Andy Hopkins, Acting Budget Officer: ajhopkins@santafenm.gov, 955-6177)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

g. Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 11/01/21
Governing Body: 11/10/21

h. Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 11/01/21
Governing Body: 11/10/21

i. Request the Approval of NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and Budget Amendment Resolution Funding. (Romella Glorioso-Moss, PW Project Administrator Sr. rglorioso-moss@santafenm.gov; 955-6623)
   1. Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project Extending Termination Date from 09/15/2021 to 03/15/2022; Approved by the City Manager on 09/13/2021.

2. Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass Increasing Design Funding from $284,999 to $1,069,437; and Extending Termination Date from 03/31/2022 to 01/25/2024; Approved by the City Manager on 09/17/2021.
3. Approve Budget Adjustment Resolution (BAR) of $784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

Committee Review:
Finance Committee: 11/01/2021
Public Works & Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

j. Request for Approval of a Professional Services Contract for Workers Comp & General Liability Third Party Administrative Services in the Amount of $768,434.23; Cannon Cochran Management Services. (Bradley Fluetsch, CFA, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

Committee Review
Finance Committee: 11/01/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

k. Request for Approval of a Professional Service Contract for Comprehensive Insurance Claims Administrative Broker Services in the Amount of $271,936.00; Arthur J. Gallagher. (Bradley Fluetsch, CFA, Planning and Investment Officer: bjfluetsch@santafenm.gov, 955-6885)

Committee Review
Finance Committee: 11/01/2021
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

l. 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

m. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars ($292,336) to Pay for the Legal Services Provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body: 11/10/2021

n. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Finance Committee: 11/1/21
Public Works and Utilities: 11/8/21
Governing Body: 11/10/2021

o. Request for the Approval of a Software Contract in the Total Amount of Three Hundred Fifty-Four Thousand Seven Hundred Fifty-Five Dollars and Ninety-Eight Cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc. (Andres J. Mercado, Firefighter: ajmercado@santafenm.gov, 955-3604)

Committee Review:
Finance Committee: 11/01/2021

Quality of Life Committee: 11/03/2021
Governing Body Committee: 11/10/2021

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Duration of the Mayor's Emergency Proclamation Issued on November 8, 2021, by Twenty-Six Days, Expiring at Noon on December 6, 2021, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber and Councilor Lindell)
A Resolution Extending the Time Permitted for the Temporary Use of City Sidewalks, Streets, Rights-of-Way, or Other Specified Property for the Sale and Consumption of Alcohol, Pursuant to Section 23-6.1(E)(5), SFCC 1987. (Randy Randall, TOURISM Santa Fe Director: rrandall@santafenm.gov, 955-6209)

Committee Review:
Introduced: 10/27/21
Governing Body: 11/10/21

c. Approval of Transportation Project Fund Grant Agreement in the Total Amount of $1,700,000 for the Construction of Agua Fria/South Meadows Intersection Improvements Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)
   1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,615,000 to Put the Funds from the TPF Grant into Budget for the Construction of Agua Fria/South Meadows Intersection Improvements.

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

d. CONSIDERATION OF RESOLUTION NO 2021-__. (Councilor Rivera and Councilor Abeyta)

A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for Improvements to the Agua Fria/South Meadows Intersection. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

e. Approval of Transportation Project Fund Grant in the Total Amount of $800,000 for the Engineering Design of Bishop's Lodge Reconstruction Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $760,000 to Put the Funds from the TPF Grant into Budget for the Engineering Design of Bishop's Lodge Reconstruction Project.

Committee Review:
Public Works and Utilities Committee:11/08/2021
Governing Body: 11/10/2021

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilors Lindell and Villarreal)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for the Reconstruction of Bishop's Lodge Road. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

g. Approval of Transportation Project Fund Grant Agreement in the Amount of $800,000 for the Engineering Design of Paseo del Sol Extension Project as per Tierra Contenta Master Development Plan; New Mexico Department of

Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $760,000 to Put the Funds from the TPF Grant into Budget for the Engineering Design of Paseo del Sol Extension Project.

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

h. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for the Extension of Paseo Del Sol. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

i. Approval of Transportation Project Fund Grant Agreement in the Total Amount of $450,000 for Engineering Design of Henry Lynch Road Reconstruction Project; New Mexico Department of Transportation. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

1. Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $427,500 for Engineering Design of Henry Lynch Road Reconstruction Project.

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Governing Body: 11/10/2021

j. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler and Councilor Cassutt)
A Resolution Approving the City of Santa Fe's Participation in a Transportation Fund Program Administered by the New Mexico Department of Transportation for the Reconstruction of Henry Lynch Road. (Romella Glorioso-Moss, Projects Administrator: rglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/21
Public Works and Utilities Committee: 11/08/21
Governing Body: 11/10/21

k. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 10/27/21
Finance Committee: 11/01/21
Quality of Life Committee: 11/03/21
Governing Body: 11/10/21

l. Recommendation To Deny Appeal # 2021-004271-APPL by Stephen Durkovich, Andrew Eiseman, Steve Flance, Joe Schepps, Nancy Zeckendorf, Upper Camino de Cruz Blanca Road Association and Los Miradores Unit Owners Association of the Historic Districts Review Board's Decision in Case # 2021-003844-HDRB, to Permit a Telecommunications Facility Near the St. John's College Campus, 72 Feet south of 1160 Camino de Cruz Blanca. (Frank Ruybalid, Assistant City Attorney, feruybalid@santafenm.gov)

12. **MIDTOWN OVERVIEW**

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

Information Presentation Topic: Land Use & Development Plan
Presenters: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager
Stefan Pelegrini, Opticos,
Office of Land Use
Office of Economic Development

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

    a. Introduction of Legislation for November 10, 2021.

EVENING SESSION - 7:00 P.M.

17. **PUBLIC INPUT**
    a. Public Input on Priorities for Use of American Rescue Plan Act (ARPA) Funds.

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

    a. Community Development Commission (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)
    - Rachel Thompson – Appointment (Filling Vacant Term) – Term Ending 3/2023
    - Gabriela Marquez Villegas – Appointment (Filling Vacant Term) – Term Ending 3/2024
    - Ken Hughes – Reappointment – Term Ending 3/2022
    - Carla Lopez – Reappointment – Term Ending 3/2023
    - John Padilla – Reappointment – Term Ending 3/2023
    - Rosario Torres – Reappointment – Term Ending 3/2024

20. **PUBLIC HEARINGS**

    a. CONSIDERATION OF RESOLUTION NO. 2021-____.
    A Resolution Amending the General Plan Future Land Use Map Designation from Low Density Residential (1 Dwelling Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way,

North of South Meadows Road (Aleksander Estates Subdivision General Plan Amendment, Case No. 2021-3805).

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, Requests Approval of a General Plan Future Land Use Amendment to Change the Designation from Low Density Residential (1 Dwelling Unit Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325) POSTPONED FROM THE OCTOBER 27, 2021 GOVERNING BODY MEETING

b. CONSIDERATION OF BILL NO. 2021-22. ADOPTION OF OF ORDINANCE NO. 2021-____.
An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-1 (Residential One Dwelling Unit Per Acre) to R-7 (Residential Seven Dwelling Units Per Acre) with Respect to a Certain Parcel of Land Comprising Approximately 8.38 Acres Located on the East Side of Kates Way, North of South Meadows Road. (Aleksander Estates Subdivision Rezoning, Case No. 2021-3806).

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Approval of Rezoning from R-1 (1 Dwelling Unit Per Acre) to R-7 (7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325) POSTPONED FROM THE OCTOBER 27, 2021 GOVERNING BODY MEETING

c. **Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Preliminary Development Plan Approval of a Preliminary Subdivision for 59 Single-Family Residential Lots on Approximately 8.38 Acres. The Property is Zoned R-1 Residential and is Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325) POSTPONED FROM THE OCTOBER 27, 2021 GOVERNING BODY MEETING

d. **Appeal #2021-4161 of Case #2021-3804.** Appeal by Sommer Karnes & Associates for Villa Sendero, LLC & CSM Properties, Ltd., of the Planning Commission's Denial of Villa Sendero's Request for an Amendment to Phase II of its Development Plan for a Development Located at 5132 Beckner Road. (Patricia Feghali, Assistant City Attorney, pfeghali@santafenm.gov, 955- 6501)

e. **Appeal #2021-4078 -APPL of Case #2021-3828-HDRB.** Appeal by Steven Brown of the Historic Districts Review Board's Denial of a Request for Retroactive Approval of a 198 Sq. Ft. Portal on a Non-Contributing Residential Structure at 701 E. Alameda #3, in the Downtown and Eastside Historic District. (Frank Ruybalid, Assistant City Attorney: feruybalid@santafenm.gov)

21. **ADJOURN**

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

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AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Garcia

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

Councilor Rivera

4. **INVOCATION**

Councilor Cassutt

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – October 13, 2021

9. **PRESENTATIONS**

   a. Municipal Court Update (Judge Virginia Vigil, Municipal Court Judge:vmvigil@santafenm.gov; 955-5110)

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

10. **CONSENT CALENDAR**

a. 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 and Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 09/29/21
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

b. CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilwoman Villarreal)
A Resolution Convening the Independent Citizens' Redistricting Commission and Calling for the Redistricting of the Four City of Santa Fe Council Districts Prior to the Municipal Election on November 7, 2023, Based on the Results From the 2020 United States Census. (Kristine Mihelcic, Community Engagement Director and City Clerk: kmmihelcic@santafenm.gov, 9556846)

Committee Review:
Introduced: 09/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/20/21
Governing Body: 10/27/21

c. 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
Governing Body: 10/27/2021

d. 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

e. 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

f. 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

g. 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

11. **DISCUSSION/ACTION ITEMS**

a. 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

b. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:
Governing Body: 10/27/2021

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

12. **MIDTOWN OVERVIEW**

a. Midtown Planning & Development Bi-Weekly Report, by Office of Economic Development Department. (Rich Brown, Director, Community & Economic Development Department: rdbrown@santafenm.gov)
INFORMATION ONLY
Progress Report: Midtown Moving Forward Update
Presenters: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager
Office of Land Use
Office of Economic Development
Office of Public Works

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation for October 27, 2021.

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Planning Commission (Noah Berke, Planner Manager: nlberke@santafenm.gov, 955-6647)
- Daniel Pava – Appointment (At Large) – Term Ending 6/2023
- Janet Clow – Change in Membership (District 2) – Term Ending 6/2023

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-23. ADOPTION OF ORDINANCE NO. 2021-____. (Councilor Garcia)
An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

b. CONSIDERATION OF RESOLUTION NO. 2021-____.
A Resolution Amending the General Plan Future Land Use Map Designation from Low Density Residential (1 Dwelling Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling

Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road (Aleksander Estates Subdivision General Plan Amendment, Case No. 2021-3805).

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, Requests Approval of a General Plan Future Land Use Amendment to Change the Designation from Low Density Residential (1 Dwelling Unit Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)

c. CONSIDERATION OF BILL NO. 2021-22. ADOPTION OF OF ORDINANCE NO. 2021-____.
An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-1 (Residential One Dwelling Unit Per Acre) to R-7 (Residential Seven Dwelling Units Per Acre) with Respect to a Certain Parcel of Land Comprising Approximately 8.38 Acres Located on the East Side of Kates Way, North of South Meadows Road. (Aleksander Estates Subdivision Rezoning, Case No. 2021-3806).

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Approval of Rezoning from R-1 (1 Dwelling Unit Per Acre) to R-7 (7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325)

d. **Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Preliminary Development Plan Approval of a Preliminary Subdivision for 59 Single-Family Residential Lots on Approximately 8.38 Acres. The Property is Zoned R-1 Residential and is Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325

e. CONSIDERATION OF RESOLUTION 2021-____.

A Resolution Amending the Master Plan for Tierra Contenta to Include Modifications to Infrastructure, Parks, Trails, Land Uses, and Density for Phase 3A, Which Consists of Parcels Known as Tract 7A as Shown in Book 396, Page 014; Lot 8 as Shown in Book 396, Page 11; Tract 9 as Shown in Book 231, Page 46; and Tract 8A3-7C as Shown in Book 738, Page 15, Within Section 13 and Pacheco Grant, Projected Section 11, T16N, R8E, N.M.P.M., Comprising an Area of Approximately 216.52 Acres, Located Southwest of Capital High School (Case No. 21-3818, Tierra Contenta Master Plan Amendment #1 for Phase 3A).

Case #2021-3818. **Tierra Contenta Master Plan Amendment #1 for Phase 3A**. JenkinsGavin, Inc., Agent, for Tierra Contenta Corporation, Owner, Requests Master Plan Amendment for Phase 3A. The Amendment, which Includes Modifications to Infrastructure, Parks, Trails, Land Uses, and Density. The Property is an Undeveloped Tract of Land Located Southwest of Capital High School, Containing Approximately 216.52 Acres, and is Zoned PRC (Planned Residential Community). (Dan Esquibel, Case Manager: daesquibel@santafenm.gov, 955-6587)

21. **ADJOURN**

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

Governing Body
SUMMARY INDEX
October 27, 2021

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2. Pledge of Allegiance	Led by Councilor Garcia	1
3. Salute to the State Flag	Led by Councilor Rivera	1
4. Invocation	Led by Councilor Cassutt	1
5. Roll Call	Quorum Present	1
6. Approval of Agenda	Approved as presented	1-2
7. Approval of Consent Calendar	Approved as amended	2-3
8. Approval of Minutes		
a) Regular Meeting on Oct. 13, 2021	Approved as presented	3
9. Presentations		
a) Municipal Court Update	Not presented	3
b) Water Supply & Demand Update	Informational	3-4
10. Consent Calendar	Listed	4-13
a) ICIP Resolution	Approved as amended	4-12
11. Discussion/Action Items		
a) Employee Wage Increase	Tabled	14
b) Santa Fe Regional Airport Lease	Tabled/Postponed	15-16
c) Funding for Water Related Projects	Approved	16-17
12. Midtown Overview	Informational	18-20
13. Matters from the City Manager	Informational	21
14. Matters from the City Attorney	Informational	21
15. Matters from the City Clerk	None	21
16. Communications from Governing Body	Communication	21-23
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17. Roll Call	Quorum Present	23
18. Petitions from the Floor	Petitions made	17
19. Appointments		
a) Planning Commission	Appointed	24-25
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a) Ranked Choice Voting	Approved as presented	25-26
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d) Aleksander Estates Preliminary Plan	Postponed	34
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21. Adjournment	Adjourned at 11:51 p. m.	44

Minutes of the
Regular Meeting of the Governing Body
Wednesday, October 27, 2021
Virtual Meeting

1. CALL TO ORDER

A regular meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Wednesday, October 27, 2021, at approximately 5:06 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Garcia.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Cassutt.

Councilor Villarreal remembered John Ledoux, Spanish teacher at Santa Fe Community College who fought ALS during the last few years. He did so much for our community and for his students. She sent love to his family and friends.

Mayor Webber mentioned that this week we passed 5,000 COVID deaths in New Mexico. We think of them and their families whom the pandemic took from us.

The Governing Body observed a moment of silence for those who have recently died and their grieving families.

5. ROLL CALL

Roll call indicated the presence of a quorum remotely, as follows:

Members Present
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta
Councilor Jamie Cassutt

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

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Regina Wheeler, Public Works Department Director
Rich Brown, Community & Economic Development Department Director
Geno Rinaldi, Senor Services Director
Sam Burnett Facilities Division Director
Jesse Guillen, Legislative Liaison
Melissa McDonald, Acting Parks Division Director
Alexis Lotero, Assistant City Clerk
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None

7. APPROVAL OF CONSENT CALENDAR

Councilor Rivera requested discussion on item 10(a)

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the Consent Calendar as amended with items 10(a) removed for discussion.**

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

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

Against: None.

8. APPROVAL OF MINUTES

a) Regular Governing Body Meeting – October 13, 2021

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Cassutt, to approve the Minutes of the Regular Governing Body meeting on October 13, 2021, as presented.**

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

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

Against: None. Councilor Garcia abstained.

9. PRESENTATIONS

a. Municipal Court Update (Judge Virginia Vigil, Municipal Court Judge: vmvigil@santafenm.gov; 955-5110)

Judge Vigil was not present at the meeting.

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

Mr. Roach shared his screen for the report and noted it was also on the website. He pointed out that the total water demand is less than 9,000 ac/ft annually and more than a year's worth is in storage.

He addressed the questions asked earlier. He assured them that the City is not putting "all our eggs into one return-flow basket." The return flow is the most effective resource in the new adaption strategy available and the focus of much of our current attention. Adaptation strategies are conservation and water rights.

He showed climate change, demand uncertainty meant potential supply shortages in the next 20-40 years. If the City did nothing, there is a potential as early as the 2030s and no doubt at 2050s.

He showed how to be ready for reduction of supply by the end of the century. The population projection is estimated to be 90,000 to 150,000 at 2070. Not knowing what the actual will be, wed want to be ready for the worst case. He described that the earliest to see shortages would be at 2030 if the City did nothing.

He showed the adaptation strategies to minimize or eliminate any water shortages. They were categorized as water conservation, reclaiming water reuse, aquifer recovery and additional surface water rights.

The City spends about $1½ million annually on conservation and he showed what the Staff is doing on each of the four strategies.

He will continue to evaluate all reasonable options to maintain adequate water sources.

Mayor Webber asked if the 13,000 ac/ft gained each year and 9,000 ac/ft used each year compares with this year.

Director Roach agreed. We are about 5-8% to the good this year.

Councilor Rivera observed that as residents do better conservation it is less effluent at the treatment plant. He asked how to anticipate beyond 2030, given that behavior.

Director Roach thanked him for a very astute question. It depends on where conservation happens. If indoors, it would reduce flows to treatment. If it is reduction of outdoor demand, we would not see changes at the treatment plant. The inflows are about the same throughout the year and supports a decrease in indoor use. So our focus may shift to outdoor conservation.

10. **CONSENT CALENDAR**

a. CONSIDERATION OF RESOLUTION NO. 2021-55. (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 and Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 09/29/21
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

Ms. Bustos-Mihelcic read the caption for this item. Mark Duran and Director Wheeler were present.

Mayor Webber understood there were amendments to propose. He asked for a motion first.

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

Discussion on the Motion:

Councilor Rivera pulled this item for discussion. He reported that between Public Works and Utilities Committee and Finance Committee, Councilors came up with five. He asked Mark Duran to give comment on what the Legislature would likely look most favorably on.

Mr. Duran said the Session begins on the third Tuesday in January in response to the Governor's Call. Only budget-related bills and what the Governor puts on it are considered. There will be a special session in December on redistricting.

He is anticipating it will be in-person, but the House has not finalized that. Either way it will be a robust session and the last one for the present Governor's term. There will be discussion on potential uses of revenue in legislation and potential economic position on use of oil and gas revenue. The policy likely is that one-time money can be used for capital outlay. As he assessed the situation, there will be a lot of one-time funding because there is just a lot of money that can used for that funding. There will be lots of discussion about monies for funds like housing funds. The Child Welfare Fund was a good success and the early childhood programs as the stock market has done very well. There is also bond funding. The Governing Body has done a good job on the priority list. And he will pursue those aggressively.

Councilor Rivera had asked for an overview of money available. The items on top five will be Mr. Duran's top priority on the session.

Mr. Duran agreed. And at the beginning, he will know what discussions are happening. The Legislative Breakfast is a green light with our local

delegation. That will allow us to converse with them on what they think of our priorities. We can see immediately what they are interested in. There will be projects for them to choose from. The Regional Airport was a good decision and becomes almost a platform for them. For discretionary or other places.

Councilor Rivera was not sure it would all get funded, but they could fund a portion of what we requested, right?

Mr. Duran agreed. Flexibility is important. Individual legislators' discretionary funds may not fund the whole project. Director Wheeler does a good job on that.

In the past we only had one or two projects that got funding, but it looks better this year.

MOTION: Councilor River moved, seconded by Councilor Cassutt, to amend the list and replace the fire station with the library.

Discussion of Amendment:

Councilor Villarreal noted that the Quality of Life Committee approved this priority, as well as Finance and Public Works and Utilities Committees. There was a long discussion on various other sources for the library and is why it was put at #6.

She asked Director Wheeler if last year's priority was for parks and medians or just parks.

Director Wheeler said it was just parks. The list had an $8 million project further down the list for medians.

Councilor Villarreal asked Mr. Duran what the likelihood was for medians to get funded.

Mr. Duran thought the Legislature would consider it if it was the very top priority. Last year we asked the Legislature to fund infrastructure, which is not the best marketing, but we did not put it as the topmost priority.

Councilor Villarreal pointed out the City is now responsible from some medians that were previously State roads and their responsibility. She was not in favor of irrigated medians but for xeriscaped medians. There is a way to think about that in the future and she thought there were other sources for the funding the Fogelson Library.

Director Wheeler said the Quality of Life Committee had a valuable discussion that the Library is likely good candidate for GO Bond funding and that kind of moves it up in priorities.

It seems logical we would xeriscape, but success is xeriscape planting with irrigation, which helps keep away undesirable species.
It makes the median much more sustainable. We usually get agreements in September and go through the Governing Body and begin work in January of the following year. GO Bonds are more under Governing Body control and all Division Directors will work with Finance to deal with deferred maintenance and could provide funding as early as June. GO bonds would go to voters in November next year and therefore a GRT Bond is better.

Councilor Romero-Wirth said regarding medians, we have had conversations about them. The money in the request would fund a group of designs which are different for gateway medians.

Director Wheeler agreed but more than just a few designs – more like ten designs. Some of the smaller medians might be just concrete and a sculpture. Those templates are codified, and other people could use them as a template.

Councilor Romero-Wirth said the MPO used “road diets” to control speeding and some it involved median design and bicycle infrastructure so it could solve not just the weed problem but speed reduction and bicycle safety.

Director Wheeler had not included changes in median configuration but could, and striping can also help slow vehicles.

Councilor Cassutt noted the City had a hard time this year keeping up with maintenance, given the number of medians to maintain.

Director Wheeler agreed. There are over 500 medians in City and a limited number for the crew dedicated to medians who go to work at 4 a.m. when vehicle traffic is minimal. We also hired contractors to help with the work. We didn’t keep up as well since we are now a chemical restricted city – not using herbicides.

Councilor Cassutt thought “median beautification” was a misnomer. It is also more efficiency for the team, so they are not always backed up. It is also a safety issue, to prevent obstructing views, and how we use the environment. Sometimes just the shape of the median and what is in the median can help with traffic speeds. Just making them look pretty is a very narrow view.

Councilor Garcia pointed out that beautification will require more staff and more maintenance. Installing plant life requires more maintenance. So we need more median staff to support that.

He asked when a GO Bond would go to the voters.

Director Wheeler said the most cost effective time is in November rather than a special election. So it is scheduled for November next year. She added that the designs would be done with GRT Bonds and not going to the voters.

Councilor Garcia asked what would happen if voters didn't approve the money for library bonds. He thought we should continue to ask the Legislature for that. Medians may not be what the Legislature wants to fund. If a project is not approved by the voters, we would have to go back to the Legislature. He felt we should go after bigger projects when there is more money. Given this is a project we are going forward with, no matter what, he hated to move the library out of top five.

Councilor Romero-Wirth, going back to the medians, said the fact that we don't use pesticides or herbicides there now, we are also a Bee City and must make sure we have plants for pollination by the bees. They are not weeds in the true sense. We can put a template in place that is right for bees, public safety and something we can take care of.

She also pointed out that legislators are elected and hear the same complaints we hear about. Some drive by these medians and want to see a different look and different strategy that they can be proud of too. Big ticket items rarely get all that is needed. So the strategy with the library is a sound one. Libraries do very well with GO Bonds. State GO bonds do well across the whole state.

Mayor Webber reiterated what Mr. Duran said. We are really talking about many different ways to fund these projects. The Feds and State continue to have excess revenues and possibly are looking at funding all of them with different sources.

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

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

Against: None.

Councilor Villarreal's Amendment:

Councilor Villarreal said her amendments were already approved at the Quality of Life Committee and she tweaked the language since then. A few were items added because she heard they might be on the call.

On page 3 line 24 she asked to insert a new paragraph, "Be it further resolved that the City of Santa Fe supports and endorses any legislation that slows down the timeline for evictions; and improved opportunity for mediation between renters and landlords. Be it further resolved that the City of Santa Fe supports and endorses any legislation that would replenish and seeks recurring funding and support to NMFA's Housing Trust Fund."

On page 3, line 24, to add, "Be it further resolved that the Governing Body supports and endorses the establishment of a regional drug treatment facility that would serve the residents of Santa Fe and northern New Mexico.

On page 4, line 13, insert a new paragraph, "Be it further resolved that the City of Santa Fe continues to support state-wide paid sick leave legislation as reinforced by the City's Resolution 2021-11, unanimously passed in 2021.

Councilor Villarreal moved, seconded by Councilor Cassutt, to approve that stated amendment –

MOTION: **Councilor Villarreal moved, seconded by Councilor Cassutt, to approve the amendment just read into the resolution.**

Discussion on this amendment:

Councilor Vigil Coppler asked Councilor Villarreal if instead of saying reoccurring, the amendment could just say recurring. Councilor Villarreal agreed to change it as a typo correction.

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

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

Against: None.

Councilor Garcia's Amendment

Councilor Garcia said his amendment was to raise the priority of the fire station and lower the medians.

MOTION: **Councilor Garcia moved, seconded by Councilor Vigil Coppler, to amend the Resolution to remove priority #4 and replace it with priority #8, Southside Library and Community Plaza.**

His rationale was that the median beautification project was not an efficient way to use taxpayer dollars. The City can develop a plan using community experts, and he was not in favor of irrigation. He noted that even medians with no water, were being overrun with Siberian Elms. We are growing trees we did not anticipate and see the destruction they are causing. He asked to see how we can develop medians at $10,000 each. He clarified he was not against improving medians but not with that high cost estimate. People agree we have a problem with weeds, but they give a resounding no on the high cost. If we push medians to #8, nothing will prevent Santa Fe Beautiful from going to the Legislature. But it is bad form for the City to go with such a high price tag.

Discussion on the Amendment:

Mayor Webber asked Mr. Duran to comment on finding smaller infrastructure projects and saving some of our political capital for the next session. He noted that was an effective strategy in last session and how Mr. Duran has been able to work with the Legislature.

Mr. Duran felt he could sell medians to the Legislature, although in the past, big ticket items have been very successful and easier to sell. He assured the Governing Body he would sell their priorities. He noted we still need to talk with them and hear their preferences and we can still change the priorities. All of them are good priorities.

Councilor Abeyta supported the Southside Library but if it doesn't make it, we can still work on other sources. He thanked Councilor Garcia for raising the Southside Library Project but wanted to support the proposed priorities.

Mr. Duran agreed and pointed out there is really not a five-project limit on priorities. There is no reasonable limit on the number.

VOTE: **The amendment was not approved on the following 2-7 Roll Call vote:**

For: Councilor Garcia, and Councilor Vigil Coppler.

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

Mayor Webber's Amendment:

Mayor Webber requested to amend the Resolution on page 4, line 8, to insert, "Be it further resolved that the Governing Body supports and endorses any legislation that would provide an option to Local Governments to opt into an inspection program under the Air Quality Control Act."

MOTION: **Mayor Webber moved, seconded by Councilor Romero-Wirth, to approve the amendment as read.**

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

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

Against: None.

Councilor Garcia asked about next steps and about authority for advocating the prioritized projects.

Ms. McSherry explained the Governing Body would need to make any change to the resolution. No change could be done by a single member.

Mr. Duran concurred.

Councilor Garcia pointed out that at the last session, the airport was a priority, and it was communicated to us that Staff urged Mr. Duran to stop pushing for it and that was unbeknownst to the Councilors. When someone gives Mr. Duran direction and it is not the will of the Governing Body, how do we ensure we are all working together on the priorities. What mechanism is used to communicate it to us? We were caught off guard last year when Staff asked it to not be a priority anymore.

Mr. Duran clarified that nobody ever told him during the last session that the airport was not a priority.

Councilor Garcia was glad to know that, and that Mr. Duran continued to do his job as instructed by the Governing Body.

Councilor Rivera thanked Director Wheeler and Mr. Duran and all City Staff who helped put this together to get a good ICIP list. It was a good job and he appreciated it.

Mayor Webber agreed with that. The expenditures were productive in assessing funding sources and trying to get ahead of the curve on an ongoing basis for our capital needs. And it had very thoughtful reflection by all the standing committees.

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

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

Against: None.

b. CONSIDERATION OF RESOLUTION NO. 2021-56. (Councilor Rivera and Councilwoman Villarreal)
A Resolution Convening the Independent Citizens' Redistricting Commission and Calling for the Redistricting of the Four City of Santa Fe Council Districts Prior to the Municipal Election on November 7, 2023, Based on the Results From the 2020 United States Census. (Kristine Mihelcic, Community Engagement Director and City Clerk: kmmihelcic@santafenm.gov, 955-6846)
Committee Review:
Introduced: 09/29/21
Finance Committee: 10/18/21
Quality of Life Committee: 10/20/21
Governing Body: 10/27/21

c. 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
Governing Body: 10/27/2021

d. 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

e. 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, jdroadh@santafenm.gov, 955-4309)

Committee Review:

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

f. 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

g. CONSIDERATION OF RESOLUTION NO. 2021-57. (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

1. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF A RESOLUTION NO. 2021-58. (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

Ms. Bustos-Mihelcic read the caption for this item. Director McCoy and Director Salazar were present.

Councilor Romero-Wirth pointed out that this matter was already implement on the approval of the Consent Calendar – item 10(g).

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to table this matter.

Ms. McSherry explained it was only here because of the motion last time to postpone. The other item superseded this item and now, we don't need it.

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

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

Against: None.

b. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee Review:

Governing Body: 10/27/2021

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

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

Councilor Romero-Wirth raised a point of order. There is no packet material on this. What are we approving\?

Mayor Webber asked if Mark Baca was present.

Ms. Bustos-Mihelcic said he was not present, but his assistant was.

Director Wheeler had no other information. She asked if it should be brought back when there is packet material.

Councilor Lindell asked Ms. McSherry if there was material.

Ms. McSherry said she did have material to review. There were terms to review. She did not know if there was a need to approve it now and maybe should withdraw it.

Councilor Lindell withdrew her motion and asked if the Governing Body could delay consideration until later if we could reach Mr. Baca.

Councilor Vigil Coppler withdrew her second.

Councilor Romero-Wirth suggested moving it to the evening session so that Manager Baca might be able to join the meeting.

Councilor Romero-Wirth moved to after Petitions/Councilor Lindell – vote unanimous

MOTION: Councilor Romero Wirth moved, seconded by Councilor Lindell, to table this item until the evening session.

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

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

Against: None.

c. CONSIDERATION OF RESOLUTION NO. 2021-59. (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

Ms. Bustos-Mihelcic read the caption for this item. Alan Hook was available.

MOTION: Councilor Villarreal moved, seconded by Councilor Rivera, to approve the Resolution as presented.

Mr. Hook explained this resolution was to allow Public Works to obtain grants or loans and to provide a request to the Water Trust Board for $13.2 million for repair of the Nichols Reservoir dam.

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

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

Against: None.

Councilor Villarreal asked to be listed as a cosponsor.

Amendment to the Agenda:

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt, to amend the agenda to hear Petitions from the Floor now and then return to the regular agenda.

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

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

Against: None.

PETITIONS FROM THE FLOOR

Ms. Bustos-Mihelcic announced that people could speak on any topic, including ARPA Funds, as long as they were unrelated to the Public Hearing items.

Rob Elliott was granted an opportunity to speak but it was:

Sharon Woods, Rob's wife, President Emeritus for the Santa Fe Children's Museum. ARPA funding is for the museum. The museum is 36 years old and rented space from the state. We want to do much more outreach to the south side. In March 2020, the Museum responded to an RFP that would establish a southside children's museum on the south side. Neither of their attempts was funded. We now have an opportunity once more to reach out to the south side for these children. She hoped the City would look again and help us with the children on the south side. "We can't do it without you."

Kate Noble was here to speak about the recovery funds and encourage the Governing Body to invest where it will make a difference for those of us who work here. Child-Staff is one of those areas. We have been meeting with the Early Childhood Steering Committee for Santa Fe operating for 9 years and they work on creative solutions on how to weave together some solutions for childcare in Santa Fe and provide a foundation for future economic success and support the work Councilor Cassutt has been doing on it. Everybody is competing for the workforce, but early childhood education is very underfunded, yet provides the best economic help for working families. And all of the Santa Fe educators need housing. Look at regulations, zoning issues and other impediments to Affordable Housing here in this community. Thanks for your consideration.

Stefanie Beninato – not speaking on ARPA funds, said it merits serious consideration.
She said she was going on the record that she has filed a tort notice of claim. She felt Councilors should know Salvador Perez Rec Center already has leakage. It has been under a contract for 2½ years at $2.5 million and the roof should have been completed for some time with that construction funding by now. And the City should have a warranty on the Ft Marcy roof this time. Thank you.

Shannon Premmer speaking on ARPA Funds. She brought attention to the broken irrigation system at Railyard Park Due to Railyard Park budget cuts, maintenance to this structure has been delayed for at least four years, resulting in the death of the park. Much of is either dead or under great stress. Every tree and shrub are not receiving water. Volunteers are trying to help them survive. The irrigation is broken and the longer it is kicked down the road, the more the park will die, and

the volunteer effort be unsustainable. A simplified system is urgently needed. She has been told there was no money and now asking or ARPA money toward these, repairs. Most of the zones in the park are only using supplemental water. Unnecessarily over watering some areas and none for other areas.

Thanks for your time and I hope you will consider funding it.

Rebeca Fanning was present to speak in favor of ARPA investing in early childcare. Santa Fe is poised to seize this opportunity of strategic work at the state level to take advantage of that work. Up to 13% is for childcare and would allow us to make huge strides for our working families as we recover at Work for Growing Up New Mexico and partners in the childhood steering committee for these important investments for our youngest community members.

Councilor Lindell said Justin Greene has not been able to get into the waiting room and he is still trying.

Ms. Bustos-Mihelcic just sent the refreshed link to Justin Greene.

Councilor Lindell asked about a timeline for allocating the funding.

Councilor Romero-Wirth cautioned that we cannot discuss that here.

Mr. Greene, unmuted, said we are in process for restaurant delivery service to develop a shared multi-kitchen facility as an entrepreneurial incubator and would like to ask ARPA for a three-year program accelerator with support from the City. He would be willing to answer questions and asked for help for the restaurant industry and succession planning for restaurants to the next generation. Thank you.

There were no other petitions,

The Governing Body went back to the regular agenda at 7:25 p.m.

12. **MIDTOWN OVERVIEW**

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

INFORMATION ONLY

Progress Report: Midtown Moving Forward Update

Presenters: Daniel Hernandez, Proyecto, Midtown Redevelopment Project Manager Office of Land Use Office of Economic Development Office of Public Works

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

Director Brown opened the presentation and sent a copy this morning. He thanked the community organizers of the block party who did a great job.

Mr. Hernandez reviewed the shared screen and reviewed the 9-step action plans list. He said they were continuing an effort on the planning guidelines.

Staff and team had been working on them.

Mr. Hernandez provided the update to the Governing Body which was also in the packet.

Councilor Villarreal asked if the partners were also copied with survey results.

Mr. Hernandez agreed that was in progress.

Councilor Villarreal asked, once we get the input back, how to incorporate it into what the team is planning to do.

Mr. Hernandez said, early on, that they got out a general plan and will make that presentation in December on how people get involved in that outlined plan. The Land Use is about which building goes where and other physical things. So the Development Plan will show ideas as a parallel track around that. In the next two months will show how that is incorporated.

Councilor Villarreal thanked everyone involved, with the many moving parts and many people who came through to see how they were involved.

Mr. Hernandez noted that Councilor Villarreal was there to the very end and thanked her for that. He gave thanks to the partners: Santa Fe Art Institute Little Globe, Chainbreaker and Earth Way.

Councilor Lindell asked why the 9-Step Action Plan was numbered that way.

Director Brown explained it was not a priority list.

Councilor Lindell observed that #3 is really #8 - access to funding mechanism. She asked what that meant.

Mr. Hernandez said it was looking at potential for public financing and other entities for this large-scale development.

Councilor Lindell asked in #7 about the term of those contracts.

Director Brown said they have different expiration dates and not all were in front of him. The Hart contract has expired. The contract with Mr. Hernandez would expire in 2023. Economics needs amending but it will expire in 2023.

Councilor Lindell asked what Strategic Economics does for us for $640,000.

Mr. Hernandez said it was the project from the RFP for land planning and they are the lead on that effort. They presented a report in February and will report again next month. The result will be the basis for zoning.

Director Brown added that they led the September and early October planning sessions there and at the library with models.

Councilor Lindell asked if there were any more in the schedule.

Mr. Hernandez agreed. Those are on the upcoming events pages.

Councilor Lindell requested the webmaster check and make sure the website is correct with what is actually being done. It should show people what the opportunities are. She also asked why we have multiple websites.

Mr. Hernandez explained them. Culture and Connect wanted more detail than on the City website. There is a link to connect with them.

Councilor Lindell thought it was just confusing with two websites and needing to search two different places. Also regarding the survey on Saturday, who designed it.

Mr. Hernandez said the Midtown Engagement Partners did it.

Councilor Vigil Coppler thanked Staff and nonprofit organizations for the block party. People in the booths were knowledgeable and she liked the feeling of community.

She came to realize that the pieces were coming together. She didn't want to lose sight that we need to incorporate the revenue with expenses. We still have a big bill to pay and need money coming in to pay it. Thanks to everyone for putting this together.

Councilor Garcia echoed those comments and gave shoutouts for making the block party successful. He hadn't seen such an opportunity since the pandemic came. His only concern was not finding the cop tank there. He

thought the music and food were great. It was a rousing success. “We took our little son, and he had a blast in his stroller.”

Councilor Villarreal forgot to add the internal contractor list was helpful and it should include the expiration date and amount encumbered for them.

Director Brown said okay.

Mayor Webber added his accolades and thanks to the Police, Fire and La Familia. It was a COVID-safety event while having the community-wide celebration. He asked Director Brown to pass along our thanks to all those who were there. We should think about block party 2.0.

13. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill reminded the Governing Body about the prescribed burn in the mountains today and the coordinated responses to questions. She asked folks not to call to report the fire. “For the record.”

14. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry had no matters tonight.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic reminded the Governing Body that the election day is on November 2. She thanked all who have reported on their finances. She also said the City will have a celebration on the Plaza for Veterans Day with the Navy Band and car show. Plaza lighting will be turned on at November 26.

She gave kudos to the Southside Library Staff who are 99% vaccinated. The other library had 96% negative tests.

16. COMMUNICATIONS FROM THE GOVERNING BODY

Councilor Villarreal had nothing more to communicate.

Councilor Vigil Coppler asked to cosponsor Councilor Lindell’s resolution supporting state and local educators to alleviate the staffing crisis and also read into record legislation a resolution allowing the City of Santa Fe’s participation in a transportation project fund program to reconstruct Henry Lynch Road.

Councilor Cassutt thanked Staff and community partners for the block party. She also asked every to make their voice heard with their vote.

Councilor Lindell introduced a Resolution supporting efforts by State and local educators to alleviate the staffing crisis in public education throughout the State, and a Resolution designating certain property for public use requirements for Cañada Rincon Multi-use trail project and a third Resolution allowing the City of Santa Fe's participation in a transportation project fund program to reconstruct Bishop's Lodge Road.

She thanked Staff and all for the Midtown Party. La Familia was there and gave a bunch of flu shots and COVID vaccinations.

She thanked the friends at Meow Wolf for dedication of a little library today that was designed and manufactured by Meow Wolf and installations are coming in each Council District.

She signed on as cosponsor to Mayor Webber's second resolution.

Councilor Garcia said our beloved caboose was vandalized and he gave appreciation for Rick Martinez for his quick remedy. The caboose holds a special place in many hearts.

He echoed Councilor Abeyta's comments he brought up earlier about the opera comments. He asked for a completely separate item at the November 10 2021 meeting for Councilor comments about the SFO.

He asked to sign on to Councilor Lindell's Resolution on the education staff crisis. He hoped everyone would have a safe Halloween. He liked to dig into the kids candy late after Halloween. Please vote tomorrow or Friday or Saturday or Tuesday and participate in democracy.

Councilor Rivera signed on to Councilor Lindell's educators resolution.

With Councilor Abeyta, he introduced a Resolution for participation in a transportation project fund program for the Agua Fria/South Meadows intersection and for extension of Paseo del Sol. And with Councilor Villarreal, he is cosponsoring resolutions to extend the Community Health and Safety Task Force to the end of the year. We will do a presentation at the November 10 meeting. Hopefully we will get on the presentation agenda.

Councilor Abeyta said his matters were already covered.

Councilor Romero-Wirth echoed comments on the block party. She was there and it looked like everyone had a good time and accomplished other things. She signed on to education crisis resolution and told everyone to get out and vote.

Mayor Webber introduced a Resolution requesting approval of first quarter budget amendments and associated New Mexico Department of Finance and Administration/ Local Government Division (DFA/LGD) schedule for fiscal year 2021-2022. He also introduced a Resolution extending the timeframe for permitting the temporary use of any City sidewalk, street, right-of-way, or other specified property for the sale and consumption of alcohol, pursuant to Section 23-6.1(E)(5), SFCC 1987.

He noted we just passed a tragic milestone with more than 5,000 lives lost to COVID. We need to reflect on how different this pandemic is than others. It does not go away. We need to be compassionate and extend our best selves to each other. Continued thanks to First Responders, nurses, etc. it is not over any time soon. Please be thankful for the work those folks are doing. And to city employees the same. Our numbers continue to go up on vaccinations and masks in meeting places. Over the last few weeks, the community has set a standard for the country.

At 8:15 pm, the Governing Body recessed until 8:31 p.m.

EVENING SESSION – 8:30 P.M.

17. **ROLL CALL**

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

18. **PETITIONS FROM THE FLOOR**

Petitions were heard earlier in the meeting.

11. **DISCUSSION ITEM**

b. Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Ms. McSherry recommended postponing this item to the November meeting.

Councilor Rivera related that he spoke with Mark Baca and found out he had a death in his family. He gave his apologies and was okay with postponement. Councilor Rivera gave condolences to Mark and his family at their loss.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to postpone Item 11(b) to the regular Governing Body meeting on November 10, 2021.**

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

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

Against: None.

19. **APPOINTMENTS**

a. Planning Commission (Noah Berke, Planner Manager: nlberke@santafenm.gov, 955-6647)

- Daniel Pava – Appointment (At Large) – Term Ending 6/2023
- Janet Clow – Change in Membership (District 2) – Term Ending 6/2023

Ms. Bustos-Mihelcic read the caption for this item and the candidates for appointment.

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the appointments to the Planning Commission as presented.**

Councilor Cassutt was glad for these appointments. She asked about the position from District 4 that is still open after several months. She hoped for an update on it, considering how much development has occurred in District 4.

Mr. Berke said he recommended we readvertise for that position to determine the interest.

Councilor Cassutt requested that be done sooner than later.

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

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

Against: None.

20. **PUBLIC HEARINGS**

a. CONSIDERATION OF BILL NO. 2021-23. ADOPTION OF ORDINANCE NO. 2021-21. (Councilor Garcia)
An Ordinance Amending Section 9-1.7 SFCC 1987 Regarding Ranked Choice Voting to Amend How a Tie Vote Between Two Candidates is Resolved. (Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502 and Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)
Committee Review:
Introduced: 09/20/21 (Finance Committee)
Ethics and Campaign Review Board: 09/28/21
Governing Body (Request to Publish): 09/29/21
Quality of Life Committee: 10/06/21
Finance Committee: 10/18/21
Governing Body (Public Hearing): 10/27/21

Ms. Bustos-Mihelcic read the caption for this hearing. Mr. Martinez was available.

Mayor Webber asked Mr. Martinez to present, then open to public comment and then to a motion and discussion.

Staff Presentation

Mr. Martinez explained the purpose of this legislation was how to settle tie votes. The ranked choice method is by drawing lots. Common Cause New Mexico brought it to his attention that the Secretary of State, this past summer, adopted new regulations for resolving ties. The proposed legislation states that if a tie occurs between candidates, the tie shall be resolved in favor of the candidate who received the greatest number of combined first choice votes and transfer votes at the previous stage of tabulation. The proposed legislation is now in compliance with the Secretary of State's regulation on ties in ranked choice voting. He stood for questions at the appropriate time.

Public Hearing:

Stefanie Beninato said her concern was a problem with ties in the first round. The other was a request to follow the Secretary of State recommendation which seemed basically to come out with a resolution.

There were no other public comments.

Governing Body Questions and Discussion:

There were no questions or other discussion by the Governing Body.

Action of the Governing Body:

MOTION: **Councilor Garcia moved, seconded by Councilor Villarreal, to approve the Ordinance to comply with the Secretary of State regulations on ranked choice voting as presented.**

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

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

Against: None.

b. CONSIDERATION OF RESOLUTION NO. 2021-60.
A Resolution Amending the General Plan Future Land Use Map Designation from Low Density Residential (1 Dwelling Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road (Aleksander Estates Subdivision General Plan Amendment, Case No. 2021-3805).

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, Requests Approval of a General Plan Future Land Use Amendment to Change the Designation from Low Density Residential (1 Dwelling Unit Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road (Donna Wynant, Case Manager, dywyant@santafenm.gov, 955-6325)

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

Donna Wynant, Noah Berke, and Patricia Feghali were present for this item.

Mayor Webber outlined the procedure starting with conflicts of interest, Staff Report, Applicant's sworn testimony, Questions from Applicant to Staff through Mayor Webber. Public sworn testimony. Questions from public, Action of the Governing Body with stated reason by the movant.

Councilor Romero-Wirth asked for the City Attorney to clarify the quasi - judicial role of Governing Body members.

Ms. McSherry explained that for the next two items the Governing Body is not creating policy but hearing evidence and considering evidence in light of current law. They are to apply existing code to the case.

Disclosures:

Mayor Webber asked for any disclosures. There were none.

Staff Presentation.

Ms. Wynant gave her presentation and said the three cases are presented as one case presentation but require three separate motions. The first case was for amending the General Plan; the second case was for rezoning and third was the preliminary development plan. She explained the General Plan Amendment must be done first and rezoning next which requires submittal of a development plan. If approved, the matter goes back to the Planning Commission.

The Planning Commission heard this project August 5, 2021 and they found the use compatible with surrounding zoning densities and recommended approval of the preliminary develop plan to the Governing Body with certain conditions of approval and corrections in the Staff Report which were set forth in Exhibit. The Commission also found the Applicant satisfied all development criteria set forth in Code and approved the preliminary subdivision, subject to the Governing Body approving the rezoning requests to R-7 and adoption of the Findings of Fact and Conclusions of Law to that effect. The Applicant has complied with all rezoning requirements. She recommended the Governing Body should approve Case 2021-3805, Case 2021-3806, and Case 2021-3807 as recommended by the Planning Commission and presented on page two of the Staff Report.

She stood for questions when appropriate.

Applicant's Statement

Ms. Monica Montoya, 726 Gregory Lane, Santa Fe, with Montoya Land Use Consulting, Inc. was sworn in by Ms. Bustos-Mihelcic.

Ms. Montoya thanked Mayor Webber and the Councilors. She was joined by her client-owners, Nick and Anthony Montoya, of Next Generation Construction, Inc., and by Oralynn Guerrerortiz, P.E. of Design Engenuity, Inc. and Bert Thomas, from Bohannon-Huston, as traffic engineer.

Ms. Montoya reviewed the major points in summary form because the time was late. She shared her screen and provided an overview, comments on the location, subdivision design, architectural design, General Plan, and rezoning. The project has 59 lots on 8.4 acres with 12 affordable homes, individual ownership with custom quality homes. She showed the area map between NM 599 and South Meadows Road. With El Camino Real Academy to the east and undeveloped land to the south in which 30 acres are owned by the State and leased to the City.

She showed the layout of lots with Kates Way (road) on the south and access to South Meadows Road. The access road will be fully constructed. The access road to the north is called Alameda Frontage Road with a ten-foot pedestrian right-of-way path at the request of the Santa Fe MPO.

Architecture design is by Next Generation Contracting which has constructed some amazing homes that she felt were very beautiful. They have depth and character and are very interesting building to look at.

She showed examples of their work and showed a typical streetscape with a photo taken in the winter.

The GPA was reviewed, and she showed the density designations. The requested density is 3-7 Du/AC. City utilities and public schools are there.

The Applicant has agreed to all conditions recommended by Staff, including the 10' wide pedestrian trail and added sidewalk connection to South Meadows at the south end, and extending utilities to a neighboring property. They also agreed to the redline corrections. The AH homes will not be any different structurally or architecturally from the market homes.

Applicant question of the Governing Body:

Ms. Montoya had no questions to ask of the Governing Body.

Public Testimony:

Stefanie Beninato, P.O. Box 1601, was sworn in by Ms. Bustos-Mihelcic. She saw this as changing the Master Plan and supported the zoning density that was already there. She favored the affordable housing and other amenities that were included but this needs changes in the Master Plan.

Joanna Garcia, 1190 Morning Drive, was sworn. She stated that Next Generation homes are beautiful homes and should be considered with the extended items. Her main question was on traffic in the area. The curve and the school next door had horrendous traffic and is an accident waiting to happen. With all the new units coming up, it would just get worse. She said those Next Generation homes will stand out beautifully, but she didn't know why they needed to be this dense. The new apartments there are not good aesthetically. But having homes in there would have been a much better idea. She understood the intersection will be expanded but it a dangerous situation right now. She did not know what the traffic situation would be.

There were no other public testimonies.

Governing Body Questions and Discussion.

Councilor Abeyta shared the same traffic concerns and asked Ms. Montoya to speak to that. With the bend on South Meadows at the school, he could understand her concerns.

Ms. Montoya started the response and offered to defer to the Traffic Engineer for more details. We worked on traffic with City Staff even before the design scope meeting. The City Traffic Engineer wanted us to work on the traffic count at the roundabout, the counts at Kate's Way and South Meadows, and the visibility of traffic from either direction when exiting Kate's Way at South Meadows.

Our TIA counts at both intersections were at acceptable levels. We did a visibility report and did extensive work on density of traffic.

Councilor Abeyta asked if the TIA took into consideration the full build-out and all other existing developments in the area.

Ms. Montoya agreed it did. We factored all amounts from Gearhart, School and for existing and three years out.

Bert Thomas, from Bohannon Huston was sworn in.

He said they took into consideration all previously approved developments and added to the counts as a base for traffic going in. We analyzed Kate's Way and the roundabout, and all were at acceptable LOS and grew the density by 1% per year and added in the generated trips for the 59 units that will come off of the new road being constructed as the primary entrance to the subdivision. There was some traffic added in from South Meadows. Also. He gave the projected load factors. It was minor for left-turn traffic. From South Meadows there will be a right turn lane into Kate's Way to help alleviate traffic Site distances from traffic coming over the bridge were adequate, and they were making sure there is enough time to slow down for those making a left turn and for any traffic coming out of Kate's Way. The available site distance would even allow for a semi-truck with time to not have a problem.

Councilor Abeyta understood a new road extension will be constructed.

Ms. Montoya agreed.

Councilor Abeyta asked if the State Land she referred to was where Fire Station #2 was going to be built.

Mr. Berke agreed. It will be on the northern edge of that property.

Councilor Rivera asked if Gearhart School or Cottonwood Mobile Home Park would have access to that road to the roundabout.

Ms. Montoya said they would not unless the City granted an easement to those properties. The City would have to take that step. There is private property between the City would have to obtain an easement to acquire the easement for the Cottonwood Mobile Home Park. So there is a potential, but it would require more City action.

Mr. Berke did not think the City was interested in connecting the Cottonwood Mobile Home Park and would require acquisition from private property owners to do that.

That would also require other road improvements and would require research on the State agreement also.

Councilor Rivera observed that the concerns have all been on traffic. Why would we not consider relieving traffic with the State?

Mr. Berke could not speak whether the City wants to do that. We had to provide a special connection with the school and the State to make that happen.

Ms. Montoya- pointed out the Cottonwood property has access to Agua Fria.

Councilor Rivera agreed but it is all to one place on Agua Fria and alternate access would help a lot.

Mr. Berke said the City contract engineer was not able to attend this meeting.

Councilor Rivera had heard that. He asked, based on the dwelling units presented, that this is an acceptable traffic design.

Mr. Thomas agreed. The TIA showed the intersections at Kate's Way, South Meadows and the Roundabout would continue at level A and B. So all levels of service are acceptable. The intersection at South Meadows and Agua Fria was not included in the TIA.

Councilor Rivera said that was a concern since it is currently a failed intersection. He recalled with Gearhart and the apartment complex, They contributed impact fees for improvements at those intersections.

Mr. Berks said they are at 90% on those intersections with certifications. So money is already allocated for improvements there.

Councilor Rivera – pointed out that prices are escalating. He hoped impact fees could be dedicated to those intersections.

He asked if AH homes were scattered throughout the development.

Ms. Montoya- agreed. No one would be able to tell any difference.

Councilor Rivera asked if she could show a slide on the pedestrian trails.

Ms. Montoya had none to show. It is a 10' wide trail along the new road and adding another sidewalk through Kate's Way. There is also a city plan for pedestrian trail along the Santa Fe River, with an opportunity for connection to the area. There is also Romero Park that, in her mind, presents much opportunity for recreation and biking.

Councilor Rivera knew there were kids who walk from Cottonwood to El Camino on a dirt trail. He asked about sidewalk improvements there.

Ms. Wynant said there is a sidewalk along that frontage, but she was not sure about sidewalks along South Meadows. She thought there was a sidewalk there but not sure.

Ms. Montoya said her client also purchased the property to the south and she would find out about a sidewalk there.

Mayor Webber saw a hand up from Erick Aune at Santa Fe MPO.

Ms. Bustos-Mihelcic clarified that Mr. Aune is staff.

Councilor Villarreal asked about swearing in City Staff.

Ms. Bustos-Mihelcic swore in Mr. Aune.

Mr. aune said yesterday, he with other City Staff on an engineering plan for Cottonwood children to walk to El Camino Real School and it dovetails with this project. We worked with the developers and believed they have gone above and beyond what it required. We reviewed the traffic study and feel the design at South Meadows and Agua Fria will benefit the area as well. We've been involved in the designs and look forward to the new intersection. This area is well suited for the traffic from this development and the other proposed developments.

Councilor Rivera asked if the City has contracts for TIAs.

Mr. Berke said yes. We have Wilson and Company as our contracted traffic consultant and Public Works Department also has Wilson and Company on contract.

Councilor Rivera asked if Wilson and Company knew about this meeting.

Mr. Berke said they did. He explained the primary contacts are divided between two people and the contractor for his project was on assignment and could not attend and the supervisor did not respond to our request, and he apologized for their absence.

Councilor Rivera pointed out it is hard to make a decision regarding traffic which is the primary concern, and their absence is frustrating on many levels. He needed the City's opinion on the traffic. He was super frustrated we have no one to respond.

MOTION: **Councilor Abeyta moved, seconded by Councilor Rivera, to postpone Case 2021-3705 to the next meeting to hear testimony from the City Engineer on traffic analysis and answer traffic questions on this case.**

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

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

Against: None.

Mayor Webber apologized to the applicant. It was not the applicant's fault; the City is at fault

c. CONSIDERATION OF BILL NO. 2021-22. ADOPTION OF ORDINANCE NO. 2021-22.
An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-1 (Residential One Dwelling Unit Per Acre) to R-7 (Residential Seven Dwelling Units Per Acre) with Respect to a Certain Parcel of Land Comprising 8.38 Acres Located on the East Side of Kates Way, North of South Meadows Road. (Aleksander Estates Subdivision Rezoning, Case No. 2021-3806).

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Approval of Rezoning from R-1 (1 Dwelling Unit Per Acre) to R-7 (7 Dwelling Units Per Acre) for 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325)

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

MOTION: **Councilor Abeyta moved, seconded by Councilor Rivera, to postpone Case 2021-3806 to the next Governing Body meeting in order to have the traffic analysis reporting by the City Traffic Engineer and responses concerning traffic questions.**

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

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

Against: None.

Ms. McSherry asked about having public hearing at the next meeting.

Mayor Webber agreed. He had not closed the public hearing tonight. It will still be open when the Governing Body resumes.

d. **Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, Requests Preliminary Development Plan Approval of a Preliminary Subdivision for 59 Single-Family Residential Lots on 8.38 Acres. The Property is Zoned R-1 Residential and is Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager: djwynant@santafenm.gov, 955-6325

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

Councilor Abeyta/Councilor Rivera to postpone as the prior two items.

MOTION: **Councilor Abeyta moved, seconded by Councilor Rivera, to postpone Case #2021-3807 to the next Governing Body meeting for the same reason as the previous two motions.**

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

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

Against: None.

e. CONSIDERATION OF RESOLUTION 2021-61.
A Resolution Amending the Master Plan for Tierra Contenta to Include Modifications to Infrastructure, Parks, Trails, Land Uses, and Density for Phase 3A, Which Consists of Parcels Known as Tract 7A as Shown in Book 396, Page 014; Lot 8 as Shown in Book 396, Page 11; Tract 9 as Shown in Book 231, Page 46; and Tract 8A3-7C as Shown in Book 738, Page 15, Within Section 13 and Pacheco Grant, Projected Section 11, T16N, R8E, N.M.P.M., Comprising an Area of Approximately 216.52 Acres, Located Southwest of Capital High School (Case No. 21-3818, Tierra Contenta Master Plan Amendment #1 for Phase 3A).

Case #2021-3818. **Tierra Contenta Master Plan Amendment #1 for Phase 3A**. JenkinsGavin, Inc., Agent, for Tierra Contenta Corporation, Owner, Requests Master Plan Amendment for Phase 3A. The Amendment, which Includes Modifications to Infrastructure, Parks, Trails, Land Uses, and Density. The Property is an Undeveloped Tract of Land Located Southwest of Capital High School, Containing 216.52 Acres, and is Zoned PRC (Planned Residential Community). (Dan Esquibel, Case Manager: daesquibel@santafenm.gov, 955-6587)

Ms. Bustos-Mihelcic read the caption for this item. Dan Esquibel and Patricia Feghali were present for this item.

Mr. Berke pointed out that we might run into the same problem here for lack of a City Traffic Engineer.

Mayor Webber – okay.

Mr. Esquibel added that while there was a TIA done, more traffic analysis will be done. This was a high level review for today's market.

Mayor Webber wanted to continue, if possible, until hitting a road bump.

He repeated the process for quasi-judicial process.

Disclosures:

There were no disclosures:

Councilor Romero-Wirth asked Ms. McSherry to restate the quasi-judicial roles.

Ms. McSherry reviewed the roles for Governing Body members in quasi-judicial cases.

Staff Report:

Mr. Esquibel presented the Staff Report for this matter to the Governing Body.

Mr. Esquibel shared his screen and identified the location within Tierra Contenta. He recommended the Governing Body should approve Case #2021-3818 as recommended by the Planning Commission and adopt the Resolution with Attachment A or amend them and direct the Staff to submit FF/CL and he gave sample motions for it. Approval would be for 3,125 housing units with 30% affordable housing included. Sample motions were included in the packet, and he presented them to the Governing Body. He described the proposed development briefly to the Governing Body.

Applicant's Presentation:

Ms. Jennifer Jenkins was present with Daniel Werwath.

Jennifer Jenkins, 130 Grant Avenue, Santa Fe, and Daniel Werwath, 1611 Porvenir, Santa Fe, were both sworn in.

Ms. Jenkins said they were here to request approval to amend the Phase 3A Tierra Contenta Master Plan. The owners are Tierra Contenta Corporation and Santa Fe Community Housing Trust, Daniel Werwath is Executive Director of the Community Housing Trust.

Mr. Werwath presented the Tierra Contenta background with 600 Affordable houses and a number of modest homes for medium income people to address the housing shortage. Currently we are in job search for a full time executive Director for the Tierra Contenta Corp. We hope to move this to construction next year.

Tierra Contenta was created by the City-created and City-sponsored project – the most ambitious in city history. Tierra Contenta Corporation was created to manage development as a 501(c)3 nonprofit. Tierra Contenta is the Master Developer. This was a voluntary program before the HOP program began. It helps develop the area and promotes smaller developers. It has created more than 1,000 affordable units on 1,400 acres.

He explained the development review process for Tierra Contenta and the role of the Tierra Contenta Corporation Architectural Review Committee.

This amendment is to upgrade this project and incorporate the lessons learned in previous phases. 7 units per acre is requested for this phase.

Ms. Jenkins walked through the land use plan for the 216 acres owned by Tierra Contenta Corporation as the second to last phase of Tierra Contenta, just west of Capital High School and west of the Super Wal-Mart. The land is zoned PRC. She pointed out the environment of developments, SWAN Park and Arroyo open space. She showed the approved Master Plan for Tierra Contenta done in 1994 and outlined Phase 3a where each tract is intended to have a variety of densities. She showed the various densities by color coding. All housing types and all densities are allowed in all tracts as the amendment to allow innovation and diversity of housing types.

The New Loop Road will accelerate development of Phase 3A. with neighborhood parks planned, a ten-acre school site, and a gateway entry for mixed uses.

She showed the key planning objectives with innovative (upgraded) street design after feedback from existing Tierra Contenta residents. All streets have on-street parking and sidewalks on both sides with protected bike lanes on Paseo del Sol. Objectives of mixed residential housing types – broad range of types will be allowed in each residential tract, with character-defining diversity of older neighborhoods.

There are flexible densities with bonuses awarded as incentives for diversity and going away from prescriptive designs.

Pilot form-based zoning concepts allow a typological approach.

The amendment increases the maximum DUs from 1175 to 1500 units using the density bonus program. It is mixed-use for about three acres instead of four acres and provides almost 40% open space.

All homes will face out to the street as a pedestrian emphasis.

Public Testimony.

Alva Wilder, 7042 Valentine Loop in Tierra Contenta was sworn. She wanted to reiterate what Ms. Jenkins and Mr. Werwath said about the uniqueness of the development of this phase. Some newcomers will not realize it is a planned development. It will be wonderful in providing residential designs that we need and a wonderful addition to the traffic pattern with Jaguar Drive having an optional route in Paseo del Sol and Paseo del Sol west.

There were no others from the public to testify.

Governing Body Questions and Discussion:

Councilor Villarreal thanked them for the presentation. She knew this is a lot of work to be done and she appreciated all the changes. She asked if Mr. Werwath gave the AMI for different levels of income.

Mr. Werwath said this is distinguished from 80% AMI and went to 100% of median income and the Tierra Contenta Plan was amended to go up to that number. The average for a 3 person family is $65,750 per year and for a single person, just over $50,000 per year. So it will serve all income ranges.

Councilor Villarreal was curious about what school would serve it.

Ms. Jenkins said in communication with SFPS, we made changes in the size and function of the site. They are definitely wanting a school site there but do not have a specific plan yet. Once secured, it will inform their schedule.

Councilor Villarreal said on connectivity aspects she was glad to see the MPO is involved with it.

She asked about energy efficiency in design standards through the amendment.

Ms. Jenkins said builders will comply with the green building ordinance and it will encourage other elements like solar panels. With a density bonus, the goal is to make it possible for builders go above and beyond with more aggressive sustainability measures.

Mr. Werwath said they are aiming for net zero and possible active generation like water harvesting, etc.

Councilor Villarreal hoped people will take advantage of that.

Councilor Villarreal also mentioned it is a blessing for the city – anytime we sell land here, since part goes to housing and the rest to economic development. So it is an important piece of the puzzle, and she was supportive of this project.

Councilor Cassutt commented that because the Master Plan goes up to 1,500 units. If no one used the bonus density, she asked what the number of units would be.

Ms. Jenkins said it would be 1,175 units.

Councilor Cassutt noted a robust discussion happened at the Planning Commission on the street design. She asked how they were able to factor that in.

Ms. Jenkins said they went to Chapter 14, which has a minimum of 5' wide sidewalks so the street sections were modeled after City standards. The MPO said we should have both sidewalks on the street. We are prepared to adjust the design standards according to the Planning Commission designations and that will affect the affordability on it. We are working to close the funding gap there. Those decisions all have implications.

Councilor Cassutt asked what the gap looks like.

Ms. Jenkins said on Paseo del Sol it is about $250,000. She pointed out that the bike lane does not appear in any city standard. But we are fine implementing that.

She asked permission for Leah Yngve to be sworn.

Ms. Yngve was sworn and described the sidewalk section at six feet wide. They looked at the context and promoted a context for a walkable environment and allow families could walk together. Every inch counts and the extra space makes a big difference.

Regarding costs, Ms. Yngve said she was not an engineer and cannot respond to the cost. But the vehicle land is now at 11 feet and could be reduced to ten feet which would slow traffic down and make it safer for everyone. It would not cause congestion. And the streets would have more appropriate speeds.

She added that the street design did receive about $800,000 from the State which would help make up for a publicly driven design.

Councilor Cassutt asked Ms. Jenkins if the $250,000 mentioned was taking space from the street or from the open space in front of houses.

Ms. Jenkins said they didn't consider narrower driving lanes. The City roadway standard requires 11' widths.

Mr. Werwath said the costs were mostly from land loss.

Ms. Jenkins agreed, but the six-foot width of sidewalks is even for the smaller more intimate streets.

Councilor Cassutt saw it was quite a challenge. There are opportunities here. but there are also aspects of having a really walkable neighborhood

and traffic calming. So in building new roads, we can think about those projects.

Councilor Villarreal thought that was a condition of approval to increase sidewalks to six feet.

Ms. Jenkins said it was from a MPO recommendation and accepted by the Planning Commission as a compromise,

Ms. Jenkins briefly described the three street types. Where on-street parking is a challenge, we will provide off-street guest parking. Parking will be available throughout this phase. We've provided multi-modal and in favor on the compromise partial at six feet. It just meant more cost that they will have to ask from the City.

Councilor Villarreal said it should be in the Code.

Mr. Werwath said they had about a $5 million gap already. These are valuations to address. We already have a negative gap to fill. We can only borrow so much money and what we are trying to articulate here. He would like to see all city streets meeting the standards. A five-foot sidewalk is wider than most sidewalks downtown.

Councilor Villarreal asked about speeding.

Mr. Werwath said the School for the Deaf doesn't want to sell any land and they are in leadership transition, so they don't want to participate. It is a bureaucracy that has a different board than when Tierra Contenta was created. It puts us in a hard position.

Councilor Lindell noted this has a steep slope. She liked so much of it and won't get hung up with six-foot sidewalks when a 5-foot width meets the standard. Doing six-foot sidewalks on Paseo is very commendable. She loved the mixed residential in this project. There is so much here that she liked. She knew getting it to this point has been a massive undertaking.

Ms. Jenkins said it will likely end up with about 1,300 units. They will prepare a master plat as a subdivision and finalize design for infrastructure and submit to Land Use and get it approved at the Planning Commission. As a parallel plan to work on financing options to fill the gap. It is not insurmountable with options available. She would like to be moving dirt this coming summer.

Mr. Werwath agreed- And we would work with Homewise on landfill. We have ideas about it and have several proposals to present with a menu of options.

Councilor Lindell saw it as an exciting proposal. Everyone knows about our housing crisis. She appreciated all the work that went into it. It is a big win.

Director Wheeler was sworn in and explained the special DOT funding in response to requests for this phase of Tierra Contenta which doesn't require adherence to all standards.

Councilor Cassutt favored the compromise.

Councilor Vigil Coppler wanted to know if there will be the same builder or different builders.

Ms. Jenkins said each tract could be sold to a different builder. It is available to the open market, and we prioritize local developers and land that can support a tax credit. It is a balanced approach. And we could support small local builders. It has helped small local builders get more building.

Councilor Vigil Coppler asked about how long the home warranty would be.

Ms. Jenkins said it was a one-year standard and ten-year for the roof, but she did not think there was a standard for that.

The revenue is projected to far exceed the expenditures. Land is set aside to accommodate fire, police, etc.

Mr. Werwath said this is an already approved project with a slightly higher number. And we can provide for critical needs for housing for fire and police, etc.

Councilor Vigil Coppler clarified her question was more about providing protection and keeping an eye on what would need to be budgeted to accommodate time for particular services. Sometimes, those things are not planned for in the future.

Waiver of Time Restriction

At 11:21, Mayor Webber asked for a motion to waive the rule to go beyond 11:30 p.m.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to waive the rule preventing going past 11:30 p.m. to extend the time of the meeting.

Councilor Rivera asked if any intersections there were failing intersections now.

Ms. Jenkins said none were failing and they will continue to be operating throughout this development.

Councilor Rivera asked if the compromise would take place tonight.

Ms. Jenkins agreed. It would be a modification on the conditions.

Mr. Werwath agreed. It was a recommendation from the Planning Commission and would take a super majority at this meeting and then we would need to modify the FF/CL if you make those changes.

Councilor Rivera thought the sidewalk recommendations came from lived experiences by those who have lived in Tierra Contenta for 20 years. There is just not enough sidewalk room on those parts of Tierra Contenta. A compromise might be great.

Lastly, on the fire station, Councilor Rivera said it was bult there with the idea that Paseo del Sol would be completed much sooner than it was.

That completion to Herrera Drive would complete the plan from 12 years ago to make Fire Station #8 cover many of these areas.

And with the addition of Fire Station #2, we could put the Fire Dept in a good position to make good use of all of them.

Councilor Abeyta asked about shared driveways. The concept then was to create better neighbors and he was getting many complaints on how bad an idea that was. He didn't think shared driveways were a good idea. He asked how that would be addressed.

Mr. Werwath said that was the #1 thing they heard in public outreach. So we are moving past that for more practical ideas. They are not part of our design. No shared driveways. We are making sure of adequate on-street parking as barriers for pedestrians and bikes on sidewalks.

Councilor Abeyta said there were four-foot sidewalks at his house. The compromise would be good, and six feet is a little overkill. Four feet is a decent size. Thanks for your work.

Councilor Romero-Wirth was a little confused about the sidewalks. She heard the Planning Commission recommended six foot sidewalks and heard that if we wanted to change it, it would take a super majority to change it.

Attorney Feghali clarified it would not require a super majority if not all at six feet. It just modified the conditions.

Mr. Werwath said he was mistaken on that. We just need to keep the package together and just modify those conditions.

Councilor Romero-Wirth asked what the modification would be.

Ms. Jenkins said the sidewalk on Paseo would be six feet and the other roadways would be five feet wide.

Mr. Werwath understood Paseo would be at six feet. We didn't show the pedestrian walkway through the middle of project.t there are a ton of sidewalk amenities in this development plan. And the $250,000 would just be for Paseo at six feet.

Ms. Jenkins showed the trail corridor that bisects the development. And a robust trail network throughout this phase to keep people connected.

At 11:41 p.m., Mayor Webber closed the public hearing part and moved to a motion.

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve Case #2021-3818 with a condition that only Paseo del Sol have six-foot wide sidewalks and all others will meet Code.**

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

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

Against: None.

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the Resolution with the amended condition of six-foot wide sidewalks on Paseo del Sol and the others minimally meeting Code and have that reflected in the Findings of fact and Conclusions of Law.**

Mayor Webber remembered more than four years ago sitting with Steve Flance on Tierra Contenta phase 3 and how important it was to have a plan that would make it the best option for people to live in. Mr. Werwath's leadership has been outstanding, recognizing what we did before would not

be a preferred option and that this would be. What he brought was a stepped improvement from what came before. Jack Hiatt has been instrumental in that too. It is an outstanding proposal so thank you and your whole team and you will sense the enthusiasm for this great sense of growth. What you did was exceptional.

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

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

Against: None.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:51 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G Boaz

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
October 27, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION REQUESTING APPROVAL OF FIRST QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION (DFA/LGD) SCHEDULE FOR FISCAL YEAR 2021/2022.	Finance Committee – 11/11/21 Governing Body – 11/10/21
	A RESOLUTION EXTENDING THE TIMEFRAME FOR PERMITTING THE TEMPORARY USE OF ANY CITY SIDEWALK, STREET, RIGHT-OF-WAY, OR OTHER SPECIFIED PROPERTY FOR THE SALE AND CONSUMPTION OF ALCOHOL, PURSUANT TO SECTION 23-6.1(E)(5), SFCC 1987.	Quality of Life – 11/3/21 Public Works/Utilities – 11/8/21 Governing Body – 11/10/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*
Cassutt	**A RESOLUTION SUPPORTING EFFORTS BY STATE AND LOCAL EDUCATORS TO ALLEVIATE THE STAFFING CRISIS IN PUBLIC EDUCATION THROUGHOUT THE STATE.**	Finance Committee – 11/1/21 Governing Body – 11/10/21
Villarreal	**A RESOLUTION DESIGNATING CERTAIN PROPERTY FOR PUBLIC USE REQUIREMENTS FOR CAÑADA RINCON MULTI-USE TRAIL PROJECT.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
Villarreal Garcia	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO RECONSTRUCT BISHOP'S LODGE ROAD.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21

Councilor Chris Rivera

This document is subject to change.

Co-Sponsors	Title*	Tentative Committee Schedule*
Abeyta	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM FOR THE AGUA FRIA/SOUTH MEADOWS INTERSECTION.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
Abeyta	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO CONSTRUCT AN EXTENSION OF PASEO DEL SOL.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
	A RESOLUTION UPDATING THE TERMS OF RESOLUTION NOS. 2020-29 AND 2021-17 TO EXTEND THE DURATION OF THE COMMUNITY HEALTH AND SAFETY TASK FORCE THROUGH THE END OF CALENDAR YEAR 2022.	Finance Committee – 11/1/21 Quality of Life Committee – 11/3/21 Governing Body – 11/10/21

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

Co-Sponsors	Title*	Tentative Committee Schedule*
Cassutt	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO RECONSTRUCT HENRY LYNCH ROAD**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

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

GOVERNING BODY MEETING OF
October 27, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB Oct. 27, 2021

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION REQUESTING APPROVAL OF FIRST QUARTER BUDGET AMENDMENTS AND ASSOCIATED NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION (DFA/LGD) SCHEDULE FOR FISCAL YEAR 2021/2022.	Finance Committee – 11/11/21 Governing Body – 11/10/21
	A RESOLUTION EXTENDING THE TIMEFRAME FOR PERMITTING THE TEMPORARY USE OF ANY CITY SIDEWALK, STREET, RIGHT-OF-WAY, OR OTHER SPECIFIED PROPERTY FOR THE SALE AND CONSUMPTION OF ALCOHOL, PURSUANT TO SECTION 23-6.1(E)(5), SFCC 1987.	Quality of Life – 11/3/21 Public Works/Utilities – 11/8/21 Governing Body – 11/10/21

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*
Cassutt	A RESOLUTION SUPPORTING EFFORTS BY STATE AND LOCAL EDUCATORS TO ALLEVIATE THE STAFFING CRISIS IN PUBLIC EDUCATION THROUGHOUT THE STATE.	Finance Committee – 11/1/21 Governing Body – 11/10/21
Villarreal	A RESOLUTION DESIGNATING CERTAIN PROPERTY FOR PUBLIC USE REQUIREMENTS FOR CAÑADA RINCON MULTI-USE TRAIL PROJECT.	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
Villarreal Garcia	A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO RECONSTRUCT BISHOP'S LODGE ROAD.	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21

Councilor Chris Rivera

This document is subject to change.

Co-Sponsors	Title*	Tentative Committee Schedule*
Abeyta	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM FOR THE AGUA FRIA/SOUTH MEADOWS INTERSECTION.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
Abeyta	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO CONSTRUCT AN EXTENSION OF PASEO DEL SOL.**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21
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Councilor Carol Romero-Wirth

Co-Sponsors	Title*	

Councilor JoAnne Vigil Coppler

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Cassutt	**A RESOLUTION ALLOWING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION PROJECT FUND PROGRAM TO RECONSTRUCT HENRY LYNCH ROAD**	Public Works and Utilities Committee – 11/8/21 Governing Body – 11/10/21

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

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City of Santa Fe, New Mexico
2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909

MUNICIPAL COURT
Virginia Vigil, Municipal Judge
Phone: (505) 955-5070
Fax: (505) 955-5159

Memo

To: Mayor and City Councilors

From: Virginia Vigil
Municipal Court Judge
Chad Chittum
Staff Attorney

Date: 10/12/2021

Re: October 27, 2021 Governing Body Meeting

Enclosed please find the September 2021 monthly report, including the statistics for the last 6 months, and community service information.

Starting July 12, 2021, all trials and evidentiary hearings are conducted in-person, in accordance with the protocols approved from the Administrative Office of the Courts Emergency Response Team. Masks are required in the courtroom and common areas. Social distancing remains in place, along with a stringent sanitizing procedure.

Municipal Court previously secured funding from the State Legislature. Work will be starting soon to include a new roof, air conditioning to replace our evaporative coolers and securing the employee parking lot to provide additional safety for staff.

MUNICIPAL COURT MONTHLY STATISTICS REPORT	SEPT 2021		AUGUST 2021		JULY 2021		JUNE 2021		MAY 2021		APRIL 2021	
FOR SEPTEMBER 2021												
1. NUMBER OF CASES FILED FOR MONTH		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL
Traffic Violations		283		281		311		275		241		235
Traffic Citations (court appearance)	209		219		228		210		174		199	
Penalty Assessments	74		62		83		65		67		36	
(court only collects money)												
* Cell phone violation 12-6-12.18(6)	27		16		39		32		10		7	
(included in both court appearance & penalty												
assessments)												
Criminal Cases		82		64		68		70		64		58
DUIs	18		16		12		9		17		8	
Shoplifting	10		20		16		21		15		16	
Petty Misdemeanors	44		19		36		34		22		28	
Revoked	10		9		4		6		10		6	
Code Enforcement		0		1		0		0		1		1
Animal Control		2		10		7		7		3		2
2. ARRAIGNMENTS												
(many arraignments result in pleas)												
Traffic Arraignments		101		117		97		101		102		96
Criminal arraignments		88		76		72		84		60		72
DUIs	15		15		15		13		11		9	
Shoplifting	26		22		24		26		12		18	
Petty Misdemeanors	38		25		24		38		27		36	
Revoked	9		14		9		7		10		9	
Animal		7		4		5		1		1		1
Code Enforcement		2		0		0		1		0		4
3. TRIALS		1		1		0		1		5		7
1) with attorney(s)	0		0		0		1		5		4	
2) with police officers	1		1		0		0		0		3	
1) Animal	0		0		0		0		0		0	
2) Traffic	1		1		0		0		0		5	
3) Misdemeanor/shoplifting	0		0		0		0		2		1	
4) Code Enforcement	0		0		0		1		1		0	
5) DUI	0		0		0		0		2		1	
6) Revoked	0		0		0		0		0		0	
4. BENCH WARRANTS ISSUED		273		212		220		152		184		172
5. HOMELESS COURT		0		0		0		0		0		0
6. COMMUNITY SERVICE – TOTAL		191		262		205		247		203		100
1) Community service hours – penalties	191		262		37		247		203		100	
2) Community service hours – in lieu of fines	0		0		168		0		0		0	

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
September 2021

			City	AOC	JEC	
Animal Control	11001.451200	$50.00	$50.00			
Court Fines	11001.450200	$12,146.00	$12,146.00			
Parking	51150.450610	$0.00	$0.00			
Traffic Violations	11001.450900	$126.00	$126.00			
	TOTAL FINES:	$12,322.00				
Automation Fee (AOC)	21202.432100	$ 1,740.00		$ 1,740.00		
Bench Warrants (City)	21224.432150	$ 480.00	$ 480.00			
Calming Fees (City)	31775.450850	$ 3,287.00	$ 3,287.00			
Copies/Misc. (City)	11001.471400	$ 4.50	$ 4.50			
Corrections Fees (City) - PD	21201.432300	$ 5,829.81	$ 5,829.81			
Corrections Fees (City) - Muni. Court	21225.432300	$ 2,914.95	$ 2,914.95			
Court Admin. Fee (City)	21225.432310	$ 2,911.00	$ 2,911.00			
DWI Lab Fees (AOC)	21202.432200	$ 441.00	$ 441.00	$ 441.00		
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	$ 1,044.00	$ 1,044.00		$ -	
Home Detention (City) (Old line item 21225.43213)	21201.432130	$ 207.42	$ 207.42			
In House Automation (City)	21130.432100	$ 580.00	$ 580.00			
Judicial Education Fees (JEC)	21202.431800	$ 855.00	$ 855.00		$ 855.00	
Police Safety Fees (City)	21224.432120	$ 1,404.00	$ 1,404.00			
Prevention Fees (AOC)	21202.450400	$ 542.00	$ 542.00	$ 542.00		
Substance Abuse Fee (AOC)	21202.432350		$ -	$ -		
	TOTAL FEES:	$ 22,240.68	$32,822.68	$2,723.00	$855.00	

$36,400.68

TOTAL FINES AND FEES:	**$34,562.68**
City: Money remains with the City of Santa Fe:	$32,822.68
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	$2,723.00
JEC: Money is submitted to the NM Judicial Education Center:	$855.00

MUNICIPAL COURT MONTHLY STATISTICS REPORT	AUGUST 2021		JULY 2021		JUNE 2021		MAY 2021		APRIL 2021		MARCH 2021	
FOR AUGUST 2021												
1. NUMBER OF CASES FILED FOR MONTH		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL
Traffic Violations		281		311		275		241		235		263
Traffic Citations (court appearance)	219		228		210		174		199		217	
Penalty Assessments	62		83		65		67		36		46	
(court only collects money)												
* Cell phone violation 12-6-12.18(6)	16		39		32		10		7		8	
(included in both court appearance & penalty												
assessments)												
Criminal Cases		64		68		70		64		58		42
DUIs	16		12		9		17		8		5	
Shoplifting	20		16		21		15		16		9	
Petty Misdemeanors	19		36		34		22		28		21	
Revoked	9		4		6		10		6		7	
Code Enforcement		1		0		0		1		1		1
Animal Control		10		7		7		3		2		2
2. ARRAIGNMENTS												
(many arraignments result in pleas)												
Traffic Arraignments		117		97		101		102		96		105
Criminal arraignments		76		72		84		60		72		94
DUIs	15		15		13		11		9		7	
Shoplifting	22		24		26		12		18		28	
Petty Misdemeanors	25		24		38		27		36		44	
Revoked	14		9		7		10		9		15	
Animal		4		5		1		1		1		2
Code Enforcement		0		0		1		0		4		3
3. TRIALS		1		0		1		5		7		6
1) with attorney(s)	0		0		1		5		4		2	
2) with police officers	1		0		0		0		3		4	
1) Animal	0		0		0		0		0		0	
2) Traffic	1		0		0		0		5		5	
3) Misdemeanor/shoplifting	0		0		0		2		1		0	
4) Code Enforcement	0		0		1		1		0		0	
5) DUI	0		0		0		2		1		1	
6) Revoked	0		0		0		0		0		0	
4. BENCH WARRANTS ISSUED		212		220		152		184		172		202
5. HOMELESS COURT		0		0		0		0		0		0
6. COMMUNITY SERVICE – TOTAL		262		205		247		203		100		170
1) Community service hours – penalties	262		37		247		203		100		160	
2) Community service hours – in lieu of fines	0		168		0		0		0		10	

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
August 2021

			City	AOC	JEC	
Animal Control	11001.451200	$50.00	$50.00			
Court Fines	11001.450200	$12,937.50	$12,937.50			
Parking	51150.450610	$1,630.00	$1,630.00			
Traffic Violations	11001.450900	$37.00	$37.00			
	TOTAL FINES:	$14,654.50				
Automation Fee (AOC)	21202.432100	$ 1,700.00		$ 1,700.00		
Bench Warrants (City)	21224.432150	$ 1,242.61	$ 1,242.61			
Calming Fees (City)	31775.450850	$ 3,261.41	$ 3,261.41			
Copies/Misc. (City)	11001.471400	$ 10.25	$ 10.25			
Corrections Fees (City) - PD	21201.432300	$ 5,549.99	$ 5,549.99			
Corrections Fees (City) - Muni. Court	21225.432300	$ 2,775.01	$ 2,775.01			
Court Admin. Fee (City)	21225.432310	$ 2,876.00	$ 2,876.00			
DWI Lab Fees (AOC)	21202.432200	$ 393.00	$ 393.00	$ 393.00		
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	$ 634.00	$ 634.00		$ -	
Home Detention (City) (Old line item 21225.43213)	21201.432130	$ 160.00	$ 160.00			
In House Automation (City)	21130.432100	$ 572.00	$ 572.00			
Judicial Education Fees (JEC)	21202.431800	$ 852.00	$ 852.00		$ 852.00	
Police Safety Fees (City)	21224.432120	$ 1,385.00	$ 1,385.00			
Prevention Fees (AOC)	21202.450400	$ 364.00	$ 364.00	$ 364.00		
Substance Abuse Fee (AOC)	21202.432350		$ -	$ -		
	TOTAL FEES:	$ 21,775.27	$34,729.77	$2,457.00	$852.00	
						$38,038.77

TOTAL FINES AND FEES:	**$36,429.77**
City: Money remains with the City of Santa Fe:	$34,729.77
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	$2,457.00
JEC: Money is submitted to the NM Judicial Education Center:	$852.00

Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director

237 Don Gaspar, Room 25
Santa Fe, NM 87501
(505) 827-4802
(505) 827-4824 (fax)

MEMORANDUM

TO: Judge Virginia Vigil and Chad Chittum, Staff Attorney, Santa Fe Municipal Court
FROM: Emergency Response Team
DATE: June 19, 2020
RE: SANTA FE MUNICIPAL COURT REOPENING PLAN

Thank you for submitting Santa Fe Municipal Court's June 12th Reply to the ERT's Response raising a number of issues in the court's original reopening plan. The Reply answers the issues raised by the ERT. The court has provided for appropriate screening, distancing, sanitization, language access services, and docket management consistent with COVID-19 best practices. ERT especially appreciates the court's efforts to maximize online processes in both this document and your earlier changes to court practices. Although a diagram of the courtroom is not provided, you have described blocking off alternate rows, marking six-foot distances, and cleaning between uses in a manner that accommodates proper distancing and COVID-19 best practices. You have also addressed the ERT's concerns with maximizing the safety of court staff. The court is approved to reopen under the plan as modified in your Reply of June 12, 2020.



City of Santa Fe Community Health & Safety Task Force 2021

Prepared by Valeria Alarcón
VIA Consulting LLC.

City of Santa Fe Community Health & Safety Task Force Members

Co-Chairs

Councilwoman Renee Villarreal
Co-Chair - District 1

Councilor Chris Rivera
Co-Chair - District 3

Community Members

Judge Michael Vigil
At-Large

Bruce Finger
District 3

Mary Louise Romero-Betancourt
At-Large

Marcela Díaz
At-Large

Monica Ault
District 4

Annie Rasquin
District 1

Emily Kaltenbach
District 2

Valeria Alarcón
Facilitator + Consultant

CITY OF SANTA FE COMMUNITY HEALTH & SAFETY TASK FORCE - 2021

AGENDA



WELCOME

- ACKNOWLEDGEMENTS
- MEMBERS

ABOUT THE TASK FORCE:

- PURPOSE
- DUTIES
- GUIDING PRINCIPLES

UPDATES OVERVIEW:

- POLICIES + PRACTICES
- ALTERNATIVE APPROACHES + COMMUNITY ENGAGEMENT

NEXT STEPS:

COMMUNITY ENGAGEMENT + CENTERING AFFECTED VOICES



“If you have come here to help me you are wasting your time, but if you have come **because your liberation is bound up with mine, then let us work together.**”

– Lilla Watson

RESOLUTION

CITY OF SANTA FE
COMMUNITY HEALTH + SAFETY TASK FORCE

The purpose of the Community Health and Safety Task Force (CHS Task Force) is:

to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety for all residents of Santa Fe.

Per resolution 2021-17, the City of Santa Fe recognizes the inequities in force and violence as an issue of concern, which impacts the safety, public health and quality of the life of City's residents. **The City recognizes the critical need for thoughtful and inclusive self-examination of the ways in which traditional approaches toward public safety have been provided, and acknowledges the call for racial and social justice, recognizing the historical and current injustices that lead to violence and inequities in communities of color.**

DUTIES

- **Assess SFPD's and SFFD's** internal policies, procedures and practices, and provide data-informed recommendations, including **community engagement of diverse and affected voices.**

- Recommend effective ways the SFPD and SFFD to i**mprove on safety**, and **leverage cross-departmental collaboration** while **engendering trust and mutual respect.**

- **Examine root causes** of identified problems, identify **innovative approaches** for improving community health and safety, and **reimagine the current system** in which the City operates.





Guiding Principles

Our fundamental beliefs in action:

- Reimagine community safety systems that are aspirational and holistic.
- Listen objectively, without projecting shame or blame, or assuming a viewpoint other than your own.
- Value and center historical contexts.
- Utilize effective and equitable processes and models that ensure safety for community voices.
- Acknowledge how healthcare disparities, mental health, substance use, hunger, housing and poverty impact public safety.



Guiding Principles

Our fundamental beliefs in action:

- Acknowledge the current mistrust and fear by marginalized and disenfranchised communities of law enforcement.
- Value rights, health and safety over criminalization.
- Commit to enlisting accountability from those with systemic power and authority.
- Center community input and listen with the intent and commitment to take action.
- Acknowledge the systemic and interpersonal racism, classism, and the "isms" of resident status, ability, age, gender, and language discrimination.

QUOTE



Equality *means each individual or group of people is given the same resources or opportunities.*

Equity *recognizes that each person has different circumstances and allocates the exact resources and opportunities needed to reach an equal outcome.*

~ Milken Institute School of Public Health



UPDATE OVERVIEW

- PRESENTATIONS ATTENDED
- FORMATION OF WORKING GROUPS
- RESEARCH CONDUCTED
- NEXT STEPS



POLICIES + PRACTICES WORKING GROUP

01 MISSION

02 EVALUATING INTERNAL AFFAIRS POLICIES

03 EVALUATING APPROVAL PROCEDURES FOR HOMELAND SECURITY GRANTS + EQUIPMENT

04 EVALUATING CITY CITIZENS POLICE INCIDENT REVIEW BOARD + OTHER MODELS

05 WILL BE EVALUATING RECRUITMENT, HIRING AND PROMOTION PROCEDURES (SFFD + SFPD)



ALTERNATIVE APPROACHES + COMMUNITY ENGAGEMENT WORKING GROUPS

01 MISSION

02 REVIEWED COMMUNITY FEEDBACK REPORTS + IDENTIFIED KEY FINDINGS

03 RESEARCHED BEST PRACTICES + ALTERNATIVE APPROACHES

04 EVALUATING LOW-LEVEL CRIMINAL DATA + POLICE RESPONSE DATA + TRAFFIC RESPONSE

05 RESEARCHED EFFECTIVE COMMUNITY ENGAGEMENT METHODOLOGIES

NEXT STEPS:

Community Outreach + Engagement Plan

COMMUNITY OUTREACH + ENGAGEMENT PLAN

CENTER FOR SOCIAL POLICY

Gabriel R. Sanchez, Ph.D.

Professor, Department of Political Science

Founding Robert Wood Johnson Foundation Chair in Health Policy at UNM

Executive Director, UNM Center for Social Policy

Co-Founder, UNM Native American Budget and Policy Institute

CENTER FOR SOCIAL POLICY

COMMUNITY OUTREACH + ENGAGEMENT PLAN

SPECIALIZATION

- Conducts **rigorous research to inform public policy decisions** at all levels of the policy-making process.
- Extensive experience **collecting data in partnership with community leaders and organizations**, specifically hard to reach populations across NM.

CURRENT ENGAGEMENTS

- Currently engaged in multiple criminal justice research projects, including a community **engaged public safety intervention in the International District of Albuquerque with the DA's Office.**
- **Evaluating crime interventions** for the US Attorney's Office & Albuquerque Police Department.

CENTER FOR SOCIAL POLICY

COMMUNITY OUTREACH + ENGAGEMENT PLAN

RESEARCH FOCUS

Public safety research project, **engaging the most affected voices to ensure these inform public safety policies**:

- Racial and ethnic minorities (Black, Native American, Latino, Asian American) and LGBTQ communities.
- Low-income residents who live in highly policed neighborhoods.
- Young adults and teenagers.
- Immigrants, regardless of citizenship status.
- Formerly incarcerated/ currently incarcerated.

CENTER FOR SOCIAL POLICY

COMMUNITY OUTREACH + ENGAGEMENT PLAN

BEYOND TRADITIONAL METHODS

- **Citywide survey** focused on targeted outreach to the populations of interest.
  - A mix of a random sample and utilization of an **open-access link** to be distributed by community partners.
- **Focus Groups and interviews** with groups unable to engage via survey.
- **Community forums** to capture input from community members and community leaders.
- **Potential use of photo-voice** or diaries for engaging youth voices and input.
- All aspects of the **research will be anonymous** and this is ensured through collaboration with the key **partner organizations who have trust in the community**.

CENTER FOR SOCIAL POLICY

COMMUNITY OUTREACH + ENGAGEMENT PLAN

BUDGET + TIMELINE

- Our team will work to **identify the most relevant and comprehensive design** given the Task Force goals and budget.

- Timeline: **Estimated 4-6 months to execute** the full design, but can adjust as needed.

THANK YOU

Gabe Sanchez – sanchezg@unm.edu
Telephone: (505) 903-0944



A special Thank you to:

Mayor Webber and **City Councilors**

Members of the Task Force who commit their time and energy to this critical and most pressing work.

Valeria Alarcón, Founder and CEO of VIA Consulting LLC.

CHART

SANTA FE

Culture, History, Art, Reconciliation and Truth

A Project of Artful Life, LLC

UPDATE

CITY OF SANTA FE GOVERNING BODY

1st Quarter

August 12 - November 10, 2021

Presenters:
Valerie Martínez, Co-Director
Jenice Gharib, Co-Director
Alexis Kaminsky, Evaluator
CHART/Artful Life

ABOUT CHART

The goal of the CHART process is to foster mutual understanding of shared values among citizens of Santa Fe from diverse backgrounds, not simply to decide about monuments and statues.

Ultimately, citizens who have participated in the process will contribute to a body of information, feedback, and data that will determine forward-looking solutions to historic problems in the form of recommendations to the Governing Body.

This is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for a future of peace and justice.

The evolution of the original resolution from inception to its final form exemplifies democracy in action. The original proposal was for the formation of a committee that would deliberate and make recommendations for the disposition of monuments and statues that became controversial flashpoints. Upon further research and reflection, it was decided that far better outcomes would be achieved through a grassroots process that invites and facilitates community-member-to- community-member dialogue.

The project will unfold over 12 months to include surveys, one-on-one interviews, art activations, a cultural history series, community dialogue sessions, implicit and anti-racism training sessions for City officials, City staff and/or others, a Community Solutions Table, and a report with recommendations for consideration by the Governing Body.

ACTIVITIES TO-DATE

AUGUST 2021

- August 9: Amended contract signed by City of Santa Fe.
- August 12: Amended contract forwarded to Artful Life. Final signatures completed.
- August 13: CHART website launched.
- Weekly updates: CHART w/Arts and Culture, CofSF
- Ongoing: Co-Directors field and respond to press inquiries.
- Ongoing: Coordination of Cultural History Series begins (select and contact potential speakers, choose possible dates, etc., minding Covid status and restrictions on public gatherings).
- August 12-13: Project Evaluator hired, she begins work with Co-Directors on evaluation tools, survey content, and more.
- August 9-31: CHART Co-Directors meet with a wide range of individuals, organizations, and field dozens of phone calls and emails about the project.
- August 13: Open call for CHART project team applications begins. Online application forms available in English and Spanish with accommodations for other languages, applications by phone, video, email, and other means.
- August 15: Open call for high school internship applications begins with promotion to city and county of Santa Fe public, private, and charter schools. Online application forms available in English with accommodations for Spanish and other languages, applications by phone, video, email, and other means.
- August 20: Project Administrative Coordinator position posted.
- August 21, "My View" article by Co-Directors appears in the *Santa Fe New Mexican.*
- August 22: CHART social media launched.
- August 13-31: Widespread promotion of applications process.

SEPTEMBER 2021

- Ongoing: CHART Co-Directors meet with a wide range of individuals, organizations, and field dozens of phone calls and emails about project.
- Weekly updates: CHART w/Arts and Culture, CofSF.
- Ongoing: Co-Directors field press inquiries.
- Ongoing: Coordination of Cultural History Series (select and contact potential speakers, choose dates, etc. minding Covid status and restrictions on public gatherings).
- Ongoing: review and analysis of survey responses.
- Midnight, Sept. 1: Applications deadline. Artful Life receives 131 applications (adults) and 24 applications (high school interns).
- September 2-8: Interviews with Project Administrative Coordinator candidates followed by hire.
- September 2-18: Review of applications begins with a goal of choosing 10-15 team members, including high school interns. Initial reviews will be followed by preliminary interviews.
- September 8: first online survey open.
- September 15-23: first interviews with selected CHART team applicants, adults and high school students
- September 23: applicants who did not make the finalist list are notified and thanked for their applications.
- September 24: selections from finalists are made and notified of acceptance. Finalists who did not make the team notified.
- September 26: project team members are confirmed and invited to first meeting. Creation and dissemination of team paperwork: contract employment agreements, medical and liability forms, photo/video release forms, scheduling forms, etc.
- September 24: Interviews with Administrative Coordinator.

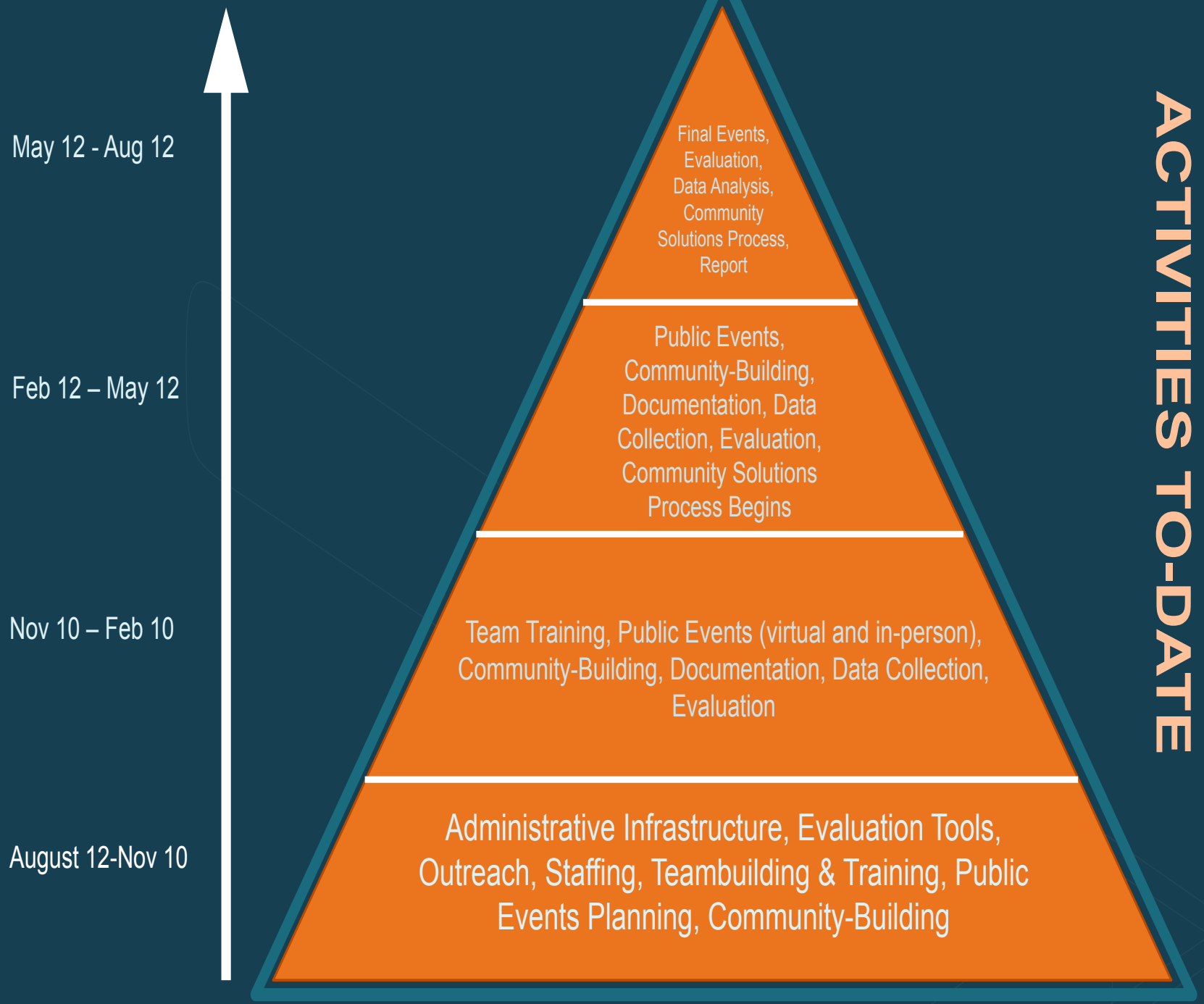
OCTOBER 2021

- Ongoing: Co-Directors meet with a wide range of individuals, organizations, and field phone calls and emails about project.
- Weekly updates: CHART w/Arts and Culture, CofSF.
- Ongoing: Co-Directors field press inquiries.
- Ongoing: review and analysis of survey responses.
- Ongoing: Plans for opening event begin (minding Covid status and restrictions on public gatherings).
- Ongoing: Coordination of Cultural History Series continues (select and contact potential speakers, choose possible dates, etc., minding Covid status and restrictions on public gatherings).
- October 9: Administrative Coordinator hired and trained.
- Ongoing: Promotion of survey.
- Ongoing: Development of educational and other materials re: survey.
- Oct. 2: Project team meets for the first time and training begins.Coordination of team paperwork continues.
- October 7: Public introduction of project team via press release, website,newsletters, social media.
- October 11 and 24: Team Training - guiding principles and practices, facilitation of one-on-one interviews and public dialogue, survey dissemination
- Ongoing: Coordination of opening event continues.

NOVEMBER 2021

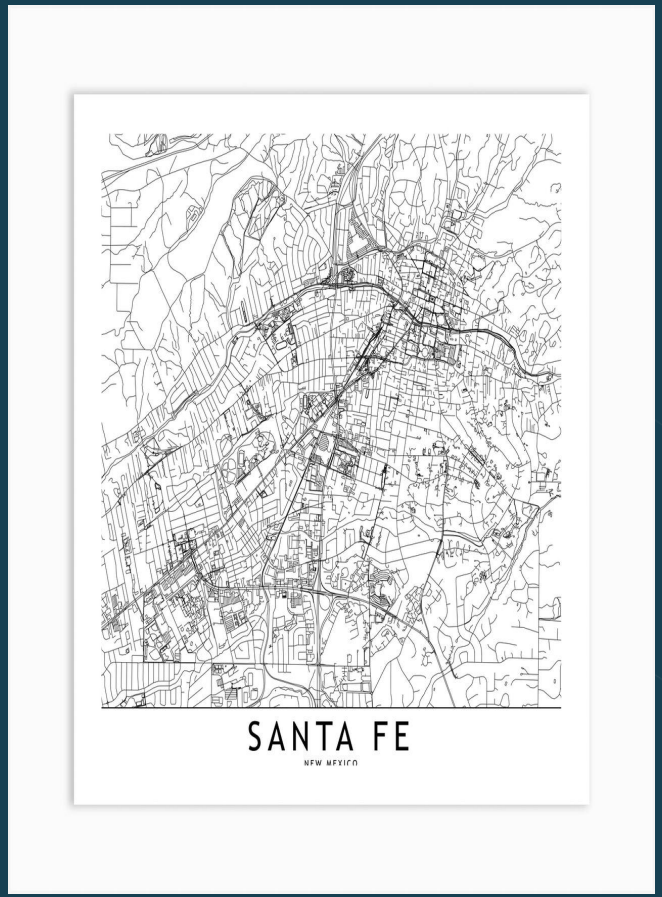
- Ongoing: Co-Directors meet with a wide range of individuals, organizations, and field phone calls and emails about project.
- Weekly updates: CHART w/Arts and Culture, CofSF.
- Ongoing: Co-Directors field press inquiries.
- Ongoing: review and analysis of survey responses.
- Ongoing: Finalize plans, video, etc for 11/18 Cultural History Series event.
- Nov 1-10: Prepare quarterly presentation to Governing Body
- Nov. 1-14: Finalize plans for 11/14 Opening Event (permits, insurance, catering, equipment, activities, etc.
- Ongoing: Team training continues in preparation for interviews (December) and public events (Jan-May)
- November 10: First Update to Governing Body

ACTIVITIES TO-DATE



CONNECTIONS

CHART Email List: 318
City of Santa Fe CHART Email List: 456



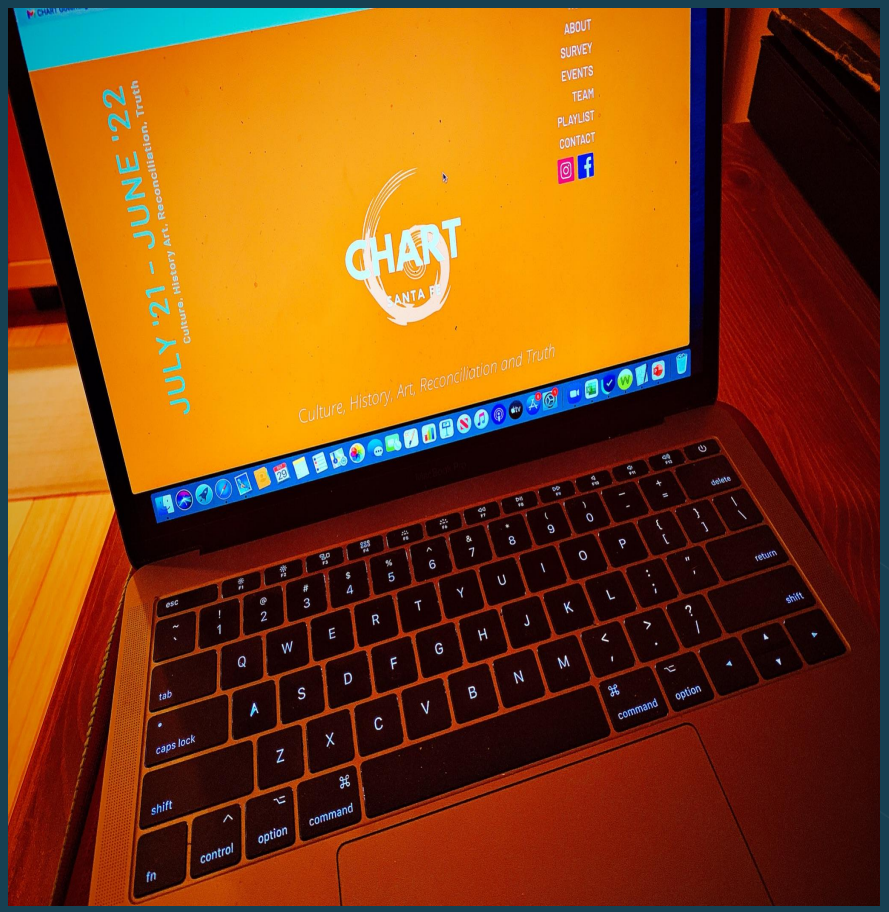
Meeting spaces provided by:
Acequia Madre House
Boys & Girls Club of Santa Fe

Caballeros de Vargas
Regis Pecos
Governors of the Pueblos of San Ildefonso, Nambe, Tesuque, Pojoaque
NAACP Santa Fe
Santa Fe League of Women Voters
City of Santa Fe Arts Commission
Santa Fe Opera
City of Santa Fe Historian
Japanese American Citizens League
Indigenous Ways
La Sociedad Folklorica
Agua Fria Village Association
Mayor's Youth Advisory Board
Rio Grande National Heritage Area
EarthCare
Rivers Run Through Us
High School and Middle School Classrooms

Meetings with over 125 people

Reach & Engagement

www.CHARTsantafe.com



Website Traffic Overview

Site Sessions 2,565*

Unique Visitors 1,779

**Most come to the page directly*

Most visited pages

Home Page, Team,
Call for Applications,
Survey, About

The majority of unique visitors are from Santa Fe.
followed by the rest of New Mexico, the US,
Europe, and as far away as the Philippines.

REACH & ENGAGEMENT

SOCIAL MEDIA STATS

18 posts

FACEBOOK

Posts Reach	12,142
Engagements	1,009
Link Clicks	856
Followers	49

INSTAGRAM

Followers	72

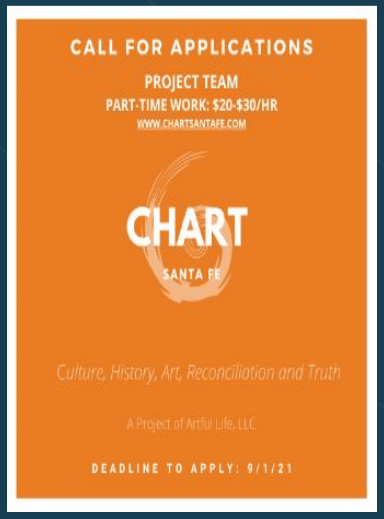




Thanks for stepping up Santa Fe!

CHART received 150 applications to be part of the CHARTproject team including 25 from high schoolers.

Next step: Review the applications and create the team.



Are you highly organized? Reliable? Experienced working in a team? Do you want to use your talents, skills and experience for the community?

CHART Santa Fe is hiring!

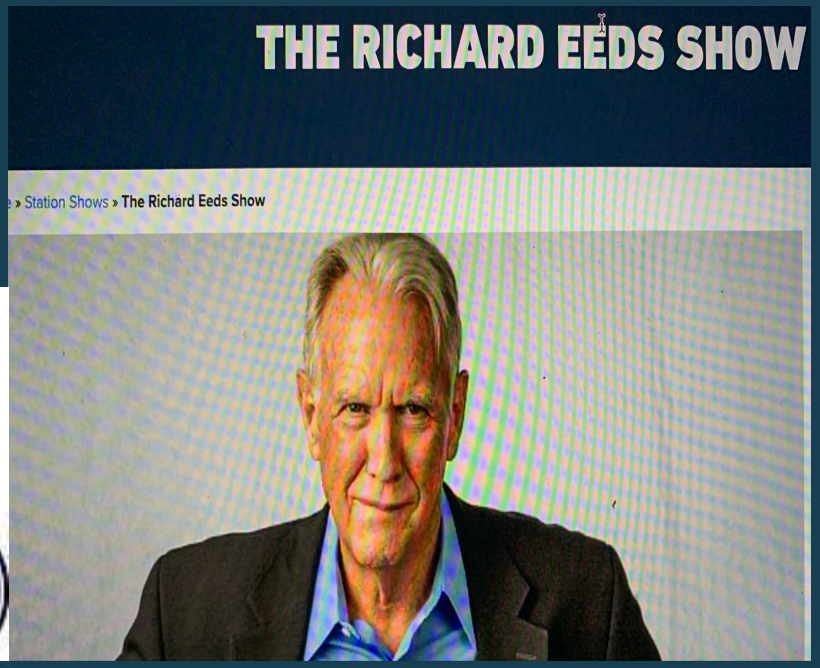
Check out our job posting on Linkedin. https://www.linkedin.com/jobs/view/2724428254/

REACH & ENGAGEMENT

MEDIA

1 Op Ed
1 TV News
2 Radio Shows
9 Newspaper Articles

(since contract signature)



KRQE NEWS 13

SANTA FE NEW MEXICAN

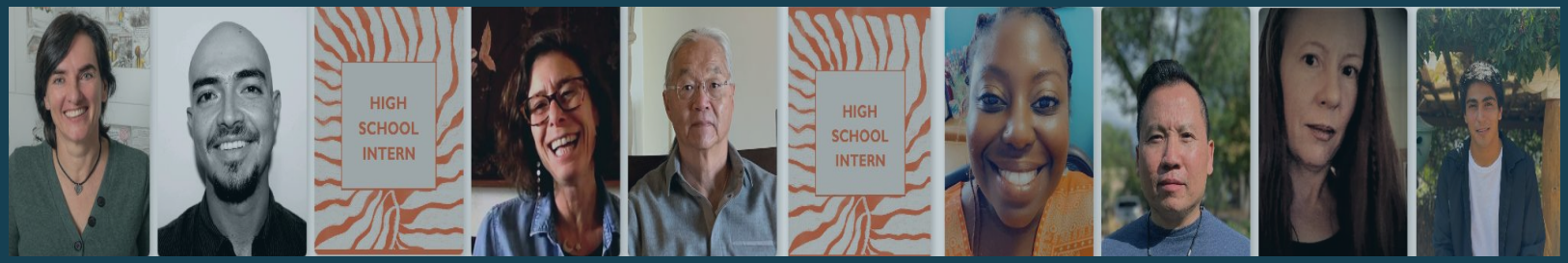
SANTA FE REPORTER

NEW MEXICO'S LEADING NEWS SOURCE
ALBUQUERQUE JOURNAL
ESTABLISHED 1880

REACH & ENGAGEMENT

PROJECT TEAM





ABOUT THE TEAM

OPEN CALL FOR APPLICATIONS AUGUST 13 - SEPTEMBER 1, 2021

155 Applications for 16 team positions
(4 admin staff)

Years Living in Santa Fe City or County

Lifelong residents: 6
Other than lifelong/years in Santa Fe:
<1, 2.5, 3, 3.5, 5, 6, 10, 12, 12, 17, 26, 27, 30

Residential Zip Code

87501: 4
87505: 4
87506: 1
87507: 8
87508: 1

Women: 12
Men: 8

Age

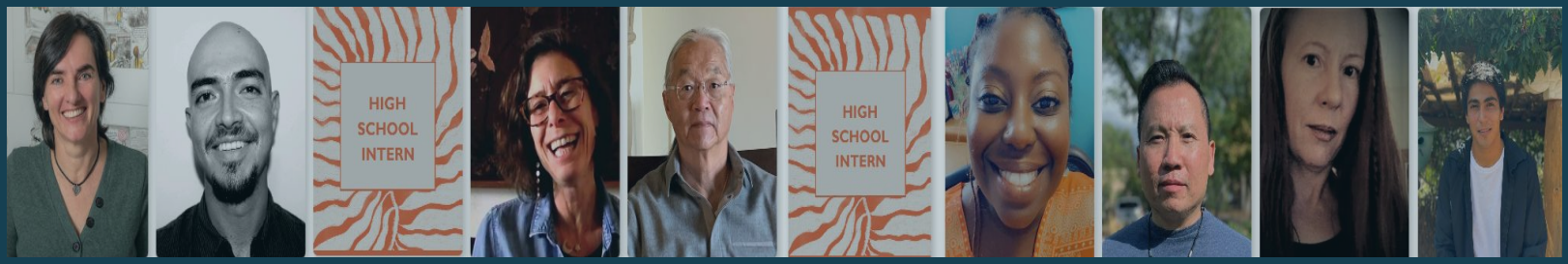
16-19: 4
21-30: 2
31-40: 1
41-50: 4
51-60: 4
61-70: 3
71-80: 1

Languages

English – 20
Spanish - 8
Tewa - 1
Diné - 1
Vietnamese – 1
German – 1

POC -12





ABOUT THE TEAM

PROFESSIONS

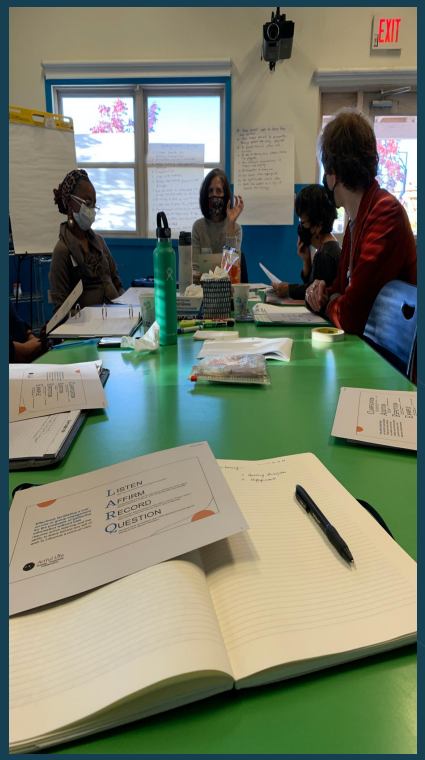
Evaluator: 1
Administrators: 5
(Disability Rights, Arts & Culture, Film & TV, Education)
Writers: 3
Welder: 1
Doula & Childbirth Trainer: 1
Facilities Manager: 1
Students: 4
Tutor: 1

Educators: 4
(K-12, Technology & Design, Disability Rights, Curriculum & Training, College/University)
Community and Regional Planner: 1
Artists: 6
Tribal Court Judge: 1
(Ohkay Owingeh)
Lawyer/Federal Public Defender: 1
Consultants: 2
(municipal agencies, tribal govts, businesses, heritage development, arts & culture, schools, community colleges)

Full bios available at the CHART website



TEAM TRAINING



Team Dynamics

- Guiding Practices and Ethical Principles for Successful Teams
- Team-Building Activities

Public Engagement Theory and Practice

- Facilitation (versus advocacy)
- LARQ and CARE strategies for active listening and recording
- Engagement (one-on-one, group)
- Promoting equitable participation/verbal and nonverbal engagement
- Conflict mediation (public dialogue)
- Consensus-Building
- Recording and Documentation for Evaluation Purposes



Community Arts Engagement Theory and Practice

- Community-Building Through Art
- Verbal and Nonverbal Participation/Equitable Engagement
- Creative Problem-Solving
- Creative Consensus-Building
- Recording and Documentation for Evaluation Purposes

WWW.CHARTSANTAFE.COM

CHART SURVEY #1 AVAILABLE ONLINE IN ENGLISH AND SPANISH

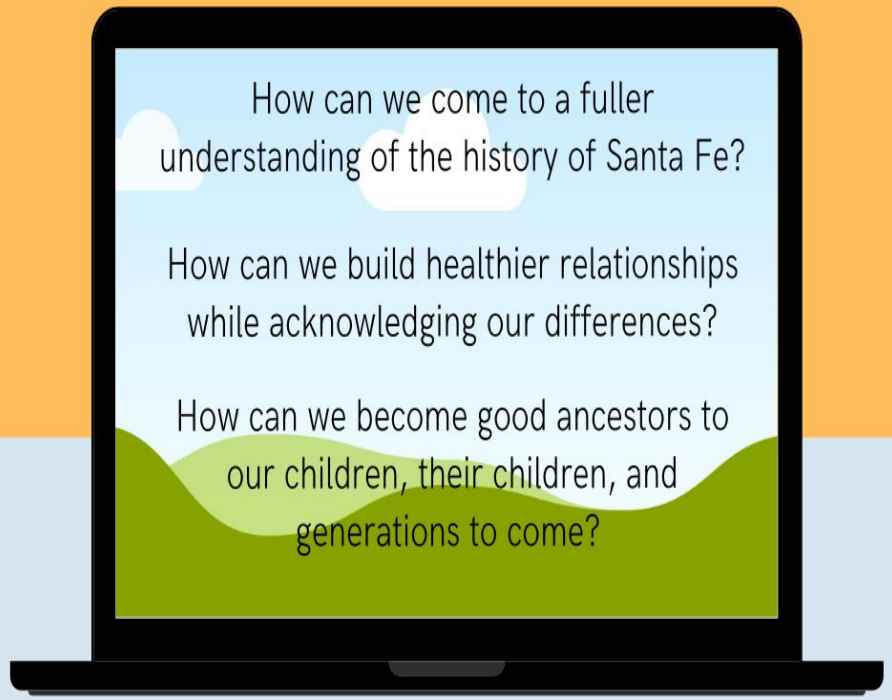
OPENING SEPTEMBER 8TH

The online survey will be available until December 19, 2021.

SURVEY #1

CHART

Online Survey #1



WWW.CHARTSANTAFE.COM/SURVEY

SURVEY #1

SURVEY #1

DATA COLLECTED AS OF 10/31/21

- 250 Surveys (243 usable)
- Mostly online
- Majority of respondents answered all 3 questions
- Responses ranged from 44-10,903 characters

SURVEY #1

40 characters

Culture history art reconciliation truth

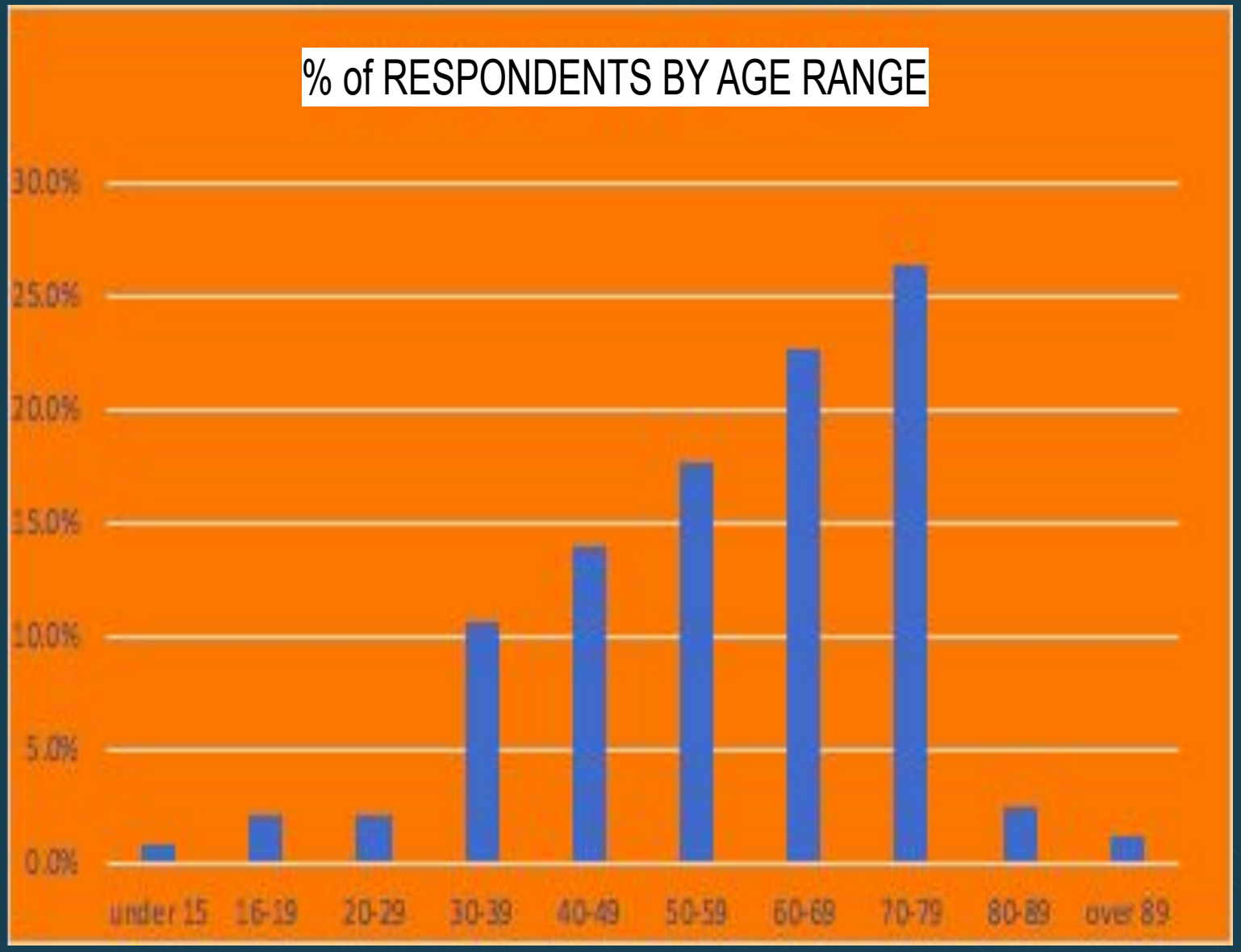
327 characters

Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth

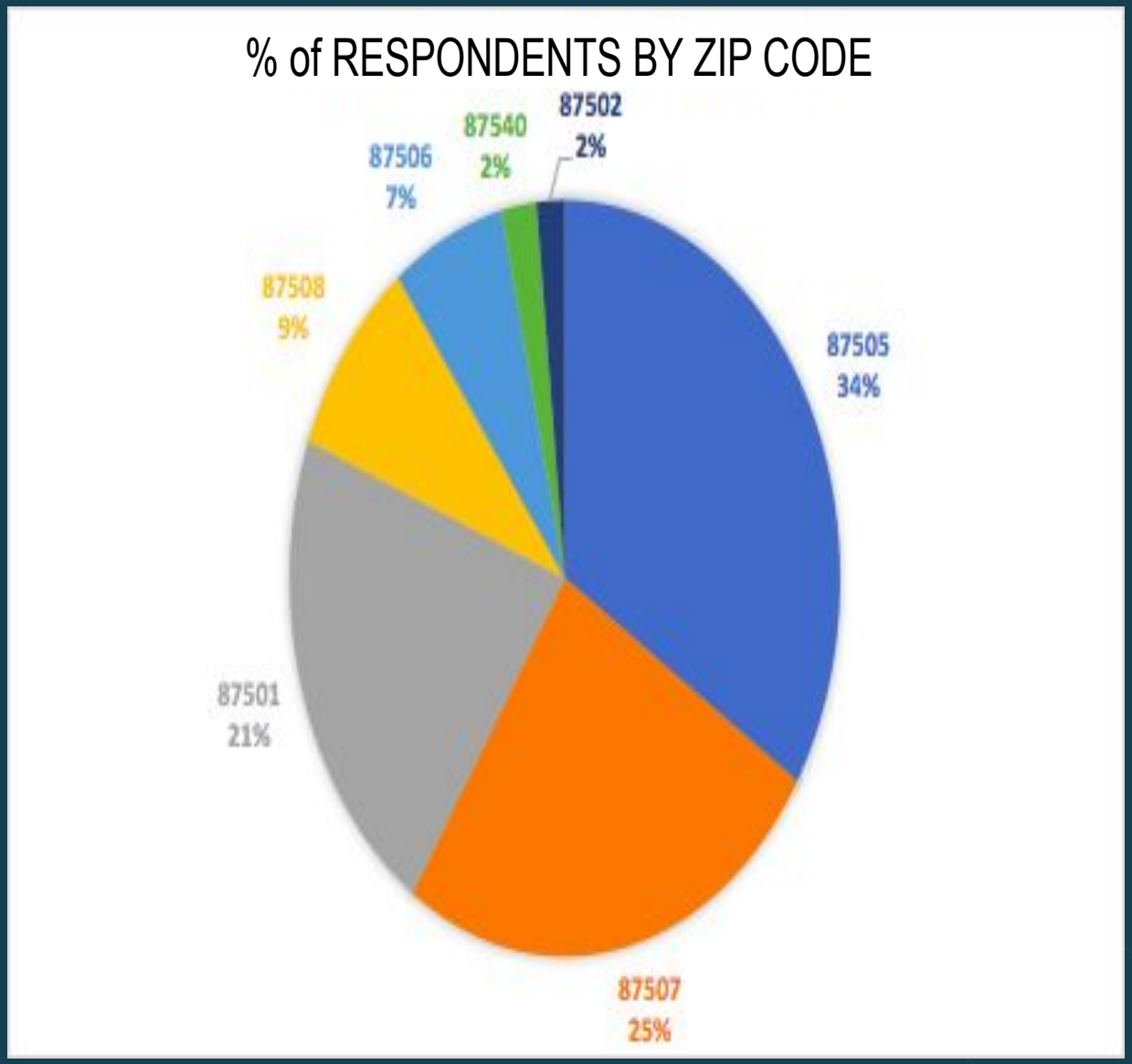
1025 characters

Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth Culture history art reconciliation truth

SURVEY #1

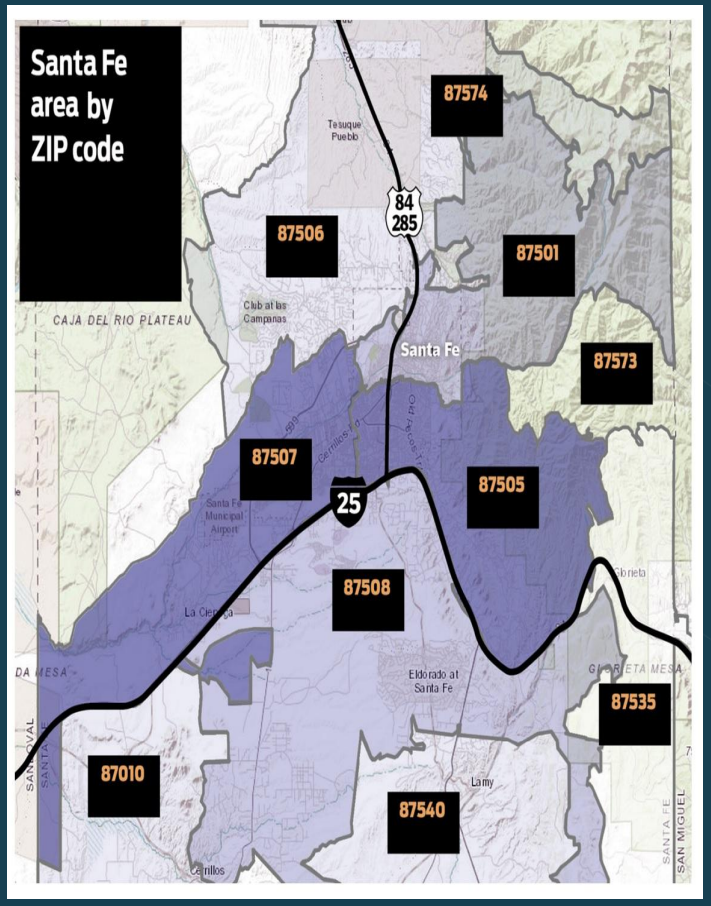

% of RESPONDENTS BY AGE RANGE
30.0%
25.0%
20.0%
15.0%
10.0%
5.0%
0.0%
under 15
16-19
20-29
30-39
40-49
50-59
60-69
70-79
80-89
over 89

SURVEY #1


% of RESPONDENTS BY ZIP CODE
87502
2%
87540
2%
87506
7%
87508
9%
87505
34%
87501
21%
87507
25%

EXPANDED OUTREACH: NOV & DECEMBER

Target audiences: ages 16-40, rural & Pueblo residents,
zip codes 87574, 87010, 87540, 87535, 87573



High School Classrooms
Rural Residents
Pueblo Residents
Casinos
Survey Dropboxes in Targeted Locations
SFCC and IAIA
One-on-one survey interviews

SURVEY #1

TARGET: > 800 Surveys by 12/31/21

SURVEY KIT & EDUCATIONAL MATERIALS

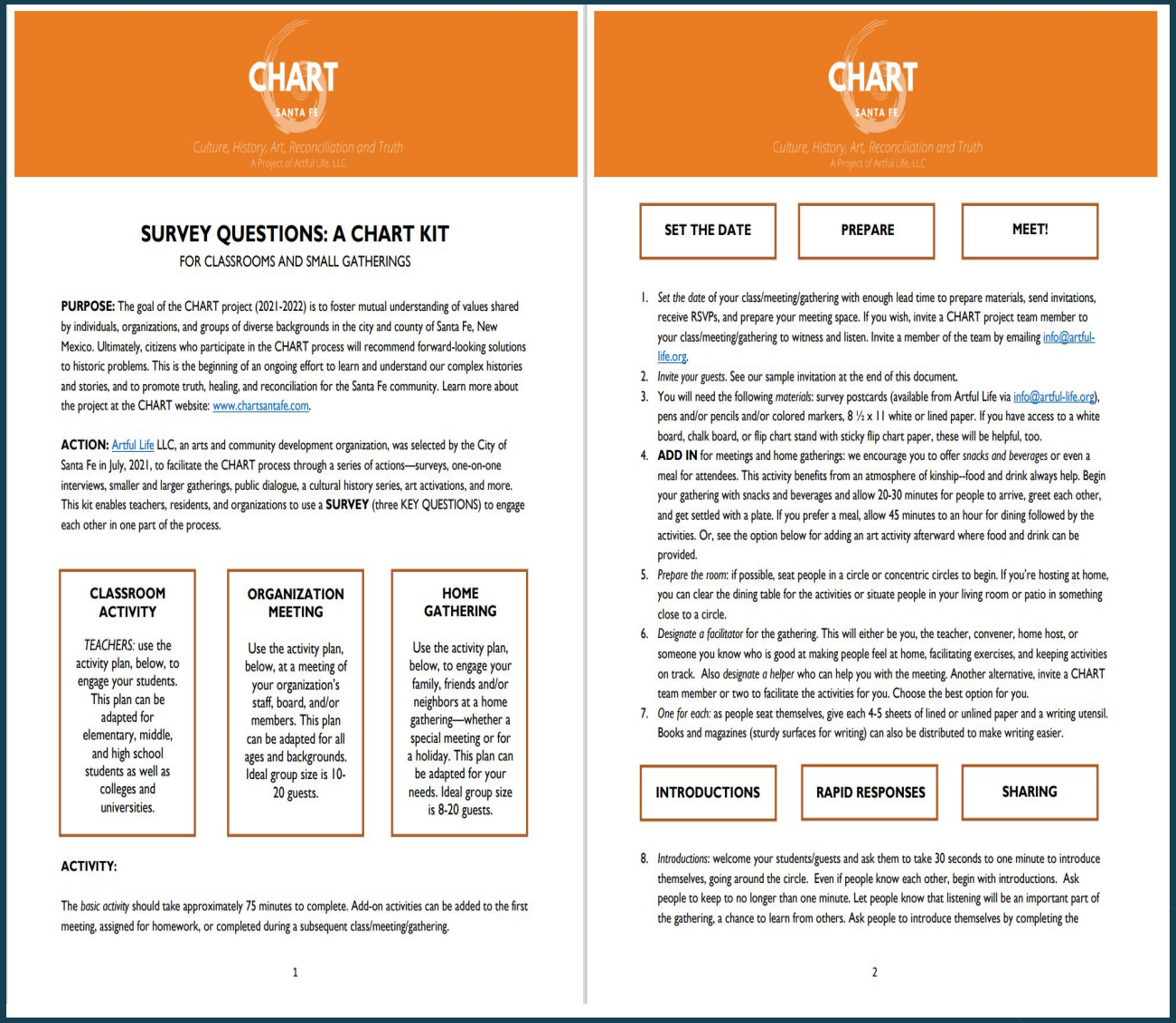


CHART
SANTA FE
Culture, History, Art, Reconciliation and Truth
A Project of Artful Life, LLC

SURVEY QUESTIONS: A CHART KIT

FOR CLASSROOMS AND SMALL GATHERINGS

PURPOSE: The goal of the CHART project (2021-2022) is to foster mutual understanding of values shared by individuals, organizations, and groups of diverse backgrounds in the city and county of Santa Fe, New Mexico. Ultimately, citizens who participate in the CHART process will recommend forward-looking solutions to historic problems. This is the beginning of an ongoing effort to learn and understand our complex histories and stories, and to promote truth, healing, and reconciliation for the Santa Fe community. Learn more about the project at the CHART website: www.chartsantafe.com.

ACTION: Artful Life LLC, an arts and community development organization, was selected by the City of Santa Fe in July, 2021, to facilitate the CHART process through a series of actions—surveys, one-on-one interviews, smaller and larger gatherings, public dialogue, a cultural history series, art activations, and more. This kit enables teachers, residents, and organizations to use a **SURVEY** (three KEY QUESTIONS) to engage each other in one part of the process.

CLASSROOM ACTIVITY	ORGANIZATION MEETING	HOME GATHERING
TEACHERS: use the activity plan, below, to engage your students. This plan can be adapted for elementary, middle, and high school students as well as colleges and universities.	Use the activity plan, below, at a meeting of your organization's staff, board, and/or members. This plan can be adapted for all ages and backgrounds. Ideal group size is 10-20 guests.	Use the activity plan, below, to engage your family, friends and/or neighbors at a home gathering—whether a special meeting or for a holiday. This plan can be adapted for your needs. Ideal group size is 8-20 guests.

ACTIVITY:

The *basic activity* should take approximately 75 minutes to complete. Add-on activities can be added to the first meeting, assigned for homework, or completed during a subsequent class/meeting/gathering.

1

CHART
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SET THE DATE	PREPARE	MEET!

1. *Set the date* of your class/meeting/gathering with enough lead time to prepare materials, send invitations, receive RSVPs, and prepare your meeting space. If you wish, invite a CHART project team member to your class/meeting/gathering to witness and listen. Invite a member of the team by emailing info@artful-life.org.
2. *Invite your guests.* See our sample invitation at the end of this document.
3. You will need the following *materials*: survey postcards (available from Artful Life via info@artful-life.org), pens and/or pencils and/or colored markers, 8 ½ x 11 white or lined paper. If you have access to a white board, chalk board, or flip chart stand with sticky flip chart paper, these will be helpful, too.
4. **ADD IN** for meetings and home gatherings: we encourage you to offer *snacks and beverages* or even a meal for attendees. This activity benefits from an atmosphere of kinship--food and drink always help. Begin your gathering with snacks and beverages and allow 20-30 minutes for people to arrive, greet each other, and get settled with a plate. If you prefer a meal, allow 45 minutes to an hour for dining followed by the activities. Or, see the option below for adding an art activity afterward where food and drink can be provided.
5. *Prepare the room:* if possible, seat people in a circle or concentric circles to begin. If you're hosting at home, you can clear the dining table for the activities or situate people in your living room or patio in something close to a circle.
6. *Designate a facilitator* for the gathering. This will either be you, the teacher, convener, home host, or someone you know who is good at making people feel at home, facilitating exercises, and keeping activities on track. Also *designate a helper* who can help you with the meeting. Another alternative, invite a CHART team member or two to facilitate the activities for you. Choose the best option for you.
7. *One for each:* as people seat themselves, give each 4-5 sheets of lined or unlined paper and a writing utensil. Books and magazines (sturdy surfaces for writing) can also be distributed to make writing easier.

INTRODUCTIONS	RAPID RESPONSES	SHARING

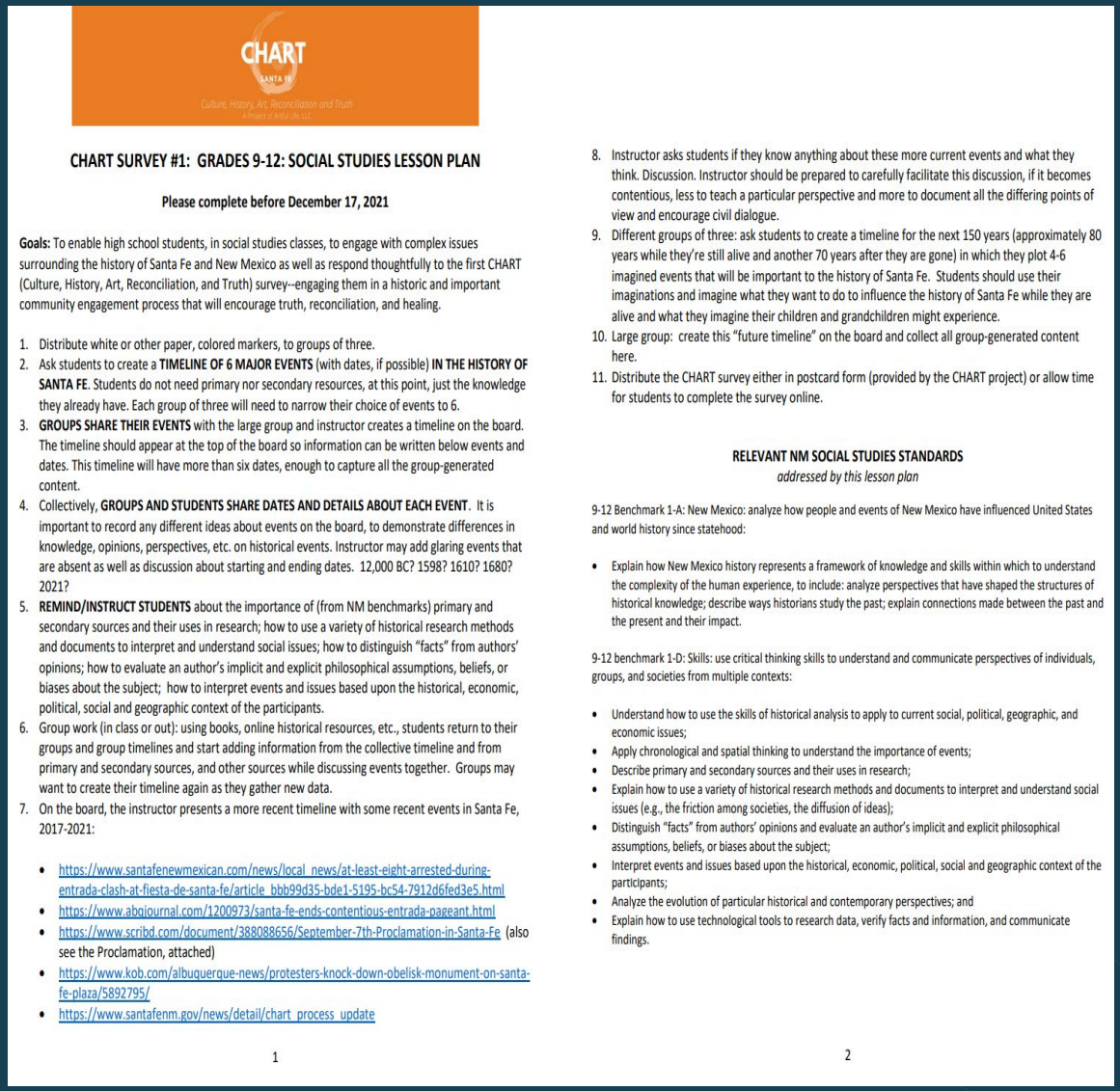
8. *Introductions:* welcome your students/guests and ask them to take 30 seconds to one minute to introduce themselves, going around the circle. Even if people know each other, begin with introductions. Ask people to keep to no longer than one minute. Let people know that listening will be an important part of the gathering, a chance to learn from others. Ask people to introduce themselves by completing the

2

SURVEY #1

Kits, Lesson Plans, Related Activities

SURVEY KIT & EDUCATIONAL MATERIALS



CHART
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A Project of Arts x Life, LLC

CHART SURVEY #1: GRADES 9-12: SOCIAL STUDIES LESSON PLAN

Please complete before December 17, 2021

Goals: To enable high school students, in social studies classes, to engage with complex issues surrounding the history of Santa Fe and New Mexico as well as respond thoughtfully to the first CHART (Culture, History, Art, Reconciliation, and Truth) survey--engaging them in a historic and important community engagement process that will encourage truth, reconciliation, and healing.

1. Distribute white or other paper, colored markers, to groups of three.
2. Ask students to create a **TIMELINE OF 6 MAJOR EVENTS** (with dates, if possible) **IN THE HISTORY OF SANTA FE**. Students do not need primary nor secondary resources, at this point, just the knowledge they already have. Each group of three will need to narrow their choice of events to 6.
3. **GROUPS SHARE THEIR EVENTS** with the large group and instructor creates a timeline on the board. The timeline should appear at the top of the board so information can be written below events and dates. This timeline will have more than six dates, enough to capture all the group-generated content.
4. Collectively, **GROUPS AND STUDENTS SHARE DATES AND DETAILS ABOUT EACH EVENT**. It is important to record any different ideas about events on the board, to demonstrate differences in knowledge, opinions, perspectives, etc. on historical events. Instructor may add glaring events that are absent as well as discussion about starting and ending dates. 12,000 BC? 1598? 1610? 1680? 2021?
5. **REMIND/INSTRUCT STUDENTS** about the importance of (from NM benchmarks) primary and secondary sources and their uses in research; how to use a variety of historical research methods and documents to interpret and understand social issues; how to distinguish "facts" from authors' opinions; how to evaluate an author's implicit and explicit philosophical assumptions, beliefs, or biases about the subject; how to interpret events and issues based upon the historical, economic, political, social and geographic context of the participants.
6. Group work (in class or out): using books, online historical resources, etc., students return to their groups and group timelines and start adding information from the collective timeline and from primary and secondary sources, and other sources while discussing events together. Groups may want to create their timeline again as they gather new data.
7. On the board, the instructor presents a more recent timeline with some recent events in Santa Fe, 2017-2021:

   - https://www.santafenewmexican.com/news/local_news/at-least-eight-arrested-during-entrada-clash-at-fiesta-de-santa-fe/article_bbb99d35-bde1-5195-bc54-7912d6fed3e5.html
   - https://www.abqjournal.com/1200973/santa-fe-ends-contentious-entrada-pageant.html
   - https://www.scribd.com/document/388088656/September-7th-Proclamation-in-Santa-Fe (also see the Proclamation, attached)
   - https://www.kob.com/albuquerque-news/protesters-knock-down-obelisk-monument-on-santa-fe-plaza/5892795/
   - https://www.santafenm.gov/news/detail/chart_process_update

1

8. Instructor asks students if they know anything about these more current events and what they think. Discussion. Instructor should be prepared to carefully facilitate this discussion, if it becomes contentious, less to teach a particular perspective and more to document all the differing points of view and encourage civil dialogue.
9. Different groups of three: ask students to create a timeline for the next 150 years (approximately 80 years while they're still alive and another 70 years after they are gone) in which they plot 4-6 imagined events that will be important to the history of Santa Fe. Students should use their imaginations and imagine what they want to do to influence the history of Santa Fe while they are alive and what they imagine their children and grandchildren might experience.
10. Large group: create this "future timeline" on the board and collect all group-generated content here.
11. Distribute the CHART survey either in postcard form (provided by the CHART project) or allow time for students to complete the survey online.

RELEVANT NM SOCIAL STUDIES STANDARDS

addressed by this lesson plan

9-12 Benchmark 1-A: New Mexico: analyze how people and events of New Mexico have influenced United States and world history since statehood:

- Explain how New Mexico history represents a framework of knowledge and skills within which to understand the complexity of the human experience, to include: analyze perspectives that have shaped the structures of historical knowledge; describe ways historians study the past; explain connections made between the past and the present and their impact.

9-12 benchmark 1-D: Skills: use critical thinking skills to understand and communicate perspectives of individuals, groups, and societies from multiple contexts:

- Understand how to use the skills of historical analysis to apply to current social, political, geographic, and economic issues;
- Apply chronological and spatial thinking to understand the importance of events;
- Describe primary and secondary sources and their uses in research;
- Explain how to use a variety of historical research methods and documents to interpret and understand social issues (e.g., the friction among societies, the diffusion of ideas);
- Distinguish "facts" from authors' opinions and evaluate an author's implicit and explicit philosophical assumptions, beliefs, or biases about the subject;
- Interpret events and issues based upon the historical, economic, political, social and geographic context of the participants;
- Analyze the evolution of particular historical and contemporary perspectives; and
- Explain how to use technological tools to research data, verify facts and information, and communicate findings.

2

SURVEY #1

Kits, Lesson Plans, Related Activities

CHART

SANTA FE

Culture, History, Art, Reconciliation and Truth

A Project of Artful Life, LLC

UPCOMING EVENTS

Sun. Nov. 14, 2 pm

Opening Ceremony (Homage to Water and the Santa Fe River) and Meet the Team/Frenchy's Field

Thurs. Nov. 18, 6 pm

1st in Cultural History Series/Zoom

A conversation with NM State Historian Rob Martinez and City Historian Valerie Rangel:

How can we come to a fuller understanding of the history of Santa Fe?

Artful Life

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1201814 (NMRLD/AGD)
Name of Applicant: Uncle DT's Smokehouse, LLC
Doing Business As: Uncle DT's Smokehouse
Proposed Location: 3134 Rufina Street, Santa Fe NM 87507

THIS MATTER came before the Liquor License Hearing Officer for public hearing on October 25, 2021 at 4:00 PM by video hearing, on the application of Uncle DT's Smokehouse, LLC (Applicant). The Hearing Officer recommends that the Governing Body adopt the following findings of fact and conclusions of law.

The Applicant requests local option district approval of the following:

Restaurant liquor license (beer and wine) with on premise consumption.

After reviewing the record, conducting a public hearing and having provided an opportunity to be heard from city staff, the Applicant and any interested persons, the Hearing Officer hereby proposes that the Governing Body find as follows:

FINDINGS OF FACT

1. Staff submitted a packet containing the following:
    a. October 21 2021 memo from City Clerk Kristine M. Mihelcic
    b. September 13, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy Sandoval to the City of Santa Fe granting preliminary approval and forwarding the application to the City for local option district approval or disapproval.
    c. NMRLD/AGD Application No. 1201814
    d. June 7, 2021 zoning verification from Land Use Planner Lani McCulley confirming that restaurant liquor license is a permitted use.
    e. Site plan
    f. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    g. October 18, 2021 memo from Zoning and Code Compliance Supervisor Jason Sena finding no anticipated substantial change in litter or noise as a result of the request
    h. Vicinity map
    i. Santa Fe Land Development Code Table of Permitted Uses and zoning district map
    j. City of Santa Fe Liquor License Request Supplemental Information

2. City Clerk Kristine Mihelcic presented the application.
3. Applicant was offered the opportunity to present testimony or evidence.
4. No members of the public appeared to testify.
5. Notice of the Application, including the date, time and place of the hearing, the name and address of the licensee, the action proposed to be taken by the department, the location of the licensee's premises and such other information as may be required by the department was published in the Santa Fe New Mexican, which is a newspaper of general circulation within the territorial limits of the governing body, on September 24, 2021 and October 1, 2021 and on the City's website.
6. The Application is for a new license for an existing business in a location that does not currently sell liquor.
7. The business is expected to be open from 11AM to 2PM and 5PM to 8PM Wednesday through Saturday.
8. Business is expected to be 100 per day.
9. Traffic is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
10. The proposed location is not expected to cause a substantial change in litter or noise.
11. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
12. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
13. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
14. The hearing was recorded and a copy of the recording is made a part of the record.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Hearing Officer CONCLUDES:

1. Notice of the Application was properly given by publication, mail and posting on the website pursuant to Section 60-6B-4(D).
2. The governing body may disapprove a transfer or issuance only if individuals opposing the transfer or issuance provide positive evidence showing that the transfer or issuance would be detrimental to the health, safety or morals of the community. This evidence must be based on authentic, relevant facts related to s specific prospective licensee and specific location. *The Southland Corporation v. Manzagol*, 1994-NMSC-099, 118 N.M. 423
3. The Applicant does not have the burden to prove that the transfer would not be detrimental to the health, safety or morals of the residents of the local option district. *Dick v. City of Portales*, 1994-NMSC-092, 118 N.M. 541.
4. The Application meets the requirements of §60-6B-4(F)(2).

CONDITIONS OF APPROVAL

1. Applicant is required to comply with all applicable City of Santa Fe ordinances.
2. Applicant shall remove all litter from the leased premises.

WHEREFORE, the Liquor License Hearing Officer recommends to the Governing Body that the Application be APPROVED.



10/26/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: October 21, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Uncle DT's Smokehouse, LLC, for a Restaurant Beer and Wine License with On-Premises Consumption.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Beer and Wine License with On-Premises Consumption, to be located at Uncle DT's Smokehouse, 3134 Rufina Street, Santa Fe. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff has indicated that there is one violation. Staff found one violation in City Code 10-1: Littering on private property. Case Number: CODE-000870-2021. As a condition of approval, it is recommended that this violation be cleared, prior to the issuance of the liquor license. Staff does not anticipate any unacceptable traffic impacts due to the approval of this request.

Additionally, as a condition of doing business in the city, staff is recommending it be noted the applicant is required to comply with all of the city's ordinances and codes.

ACTION REQUESTED

Consideration of the above request.

Attachments:
- Alcoholic Beverage Control Application
- Notice of Public Hearing and Publications
- Website Notice of Public Hearing
- Applicant's Proof of Publication
- Letter to Applicant
- Staff Reports

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

STATE OF NEW MEXICO
MICHELLE LUJAN GRISHAM, GOVERNOR
Linda M. Trujillo, Superintendent
Andrew Vallejos, Director

September 13, 2021

By Certified Mail No.: 9171 9690 0935 0155 7575 80

City of Santa Fe
Attn: Kristine Bustos-Mihelcic, City Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.:	**Application No. 1201814**
Name of Applicant:	Uncle DT's Smokehouse, LLC
Doing Business As:	Uncle DT's Smokehouse
Proposed Location:	3134 Rufina St., Santa Fe, NM 87507

The Director of the Alcoholic Beverage Control Division (ABC) has reviewed the referenced Application and granted **Preliminary Approval.** It is being forwarded to you for Local Option District approval or disapproval of the Liquor License Application.

Notice of the Public Hearing required by the Liquor Control Act **shall be given by the governing body by publishing a notice** of the date, time, and place of the hearing **twice during the 30 days prior to the hearing** in a newspaper of general circulation within the territorial limits of the governing body. The first notice must be published at least thirty (30) days before the hearing. **Both publications must occur before a hearing can be conducted.** The notice shall include:

(A) Name and address of the Applicant/Licensee;
(B) The action proposed to be taken;
(C) The location of the licensed premises.

In addition, if the Local Option District has a website, **the Notice shall also be published on the website.**

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcoholic Beverage Control, the governing body shall hold a Public Hearing in the question of whether the department should approve the proposed issuance or transfer", we recognize the potential for conflict between the requirement for publication of 30 day notice and the 45 day hearing requirement.

With that in mind, when a local governing body receives a liquor license application from ABC, that governing body has a couple of options:

1) Hold a hearing on the license application within the statutory time frame of forty-five (45) days, as required by the Liquor Control Act, and comply with all other statutory and regulatory procedures and notify ABC of your decision within thirty (30) days of the hearing;
2) Request from ABC an extension of time, past the forty-five (45) days, designating how much additional time will be needed to conduct the hearing in compliance with all statutory and regulatory procedures. After the extension is granted and the hearing is held, notify ABC of your decision within thirty (30) days of the hearing;

ABC has no preference in the option you choose.

The governing body is required to send notice by certified mail to the Applicant of the date, time, and place of the Public Hearing. The governing body may designate a Hearing Officer to conduct the hearing. **A record shall be made** of the hearing.

The Applicant is seeking a Restaurant Beer and Wine License with on-premises consumption.

Within thirty (30) days after the Public Hearing, the governing body shall notify ABC of their decision to approve or disapprove the issuance or transfer of the license by signing the enclosed original Page 1 of the Application. The original Page 1 of the Application must be returned together with the notices of publication. **If the Governing Body fails to either approve or disapprove the issuance or transfer of the license within thirty days after the Public Hearing, the Director may issue the license.**

If the Governing Body disapproves the issuance or transfer of the license, it shall notify ABC within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to ABC with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M Sandoval

Tammy Sandoval
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4548 Fax: (505) 476-4595
Email: Tammy.Sandoval@state.nm.us

Enclosures:

1. Original Page 1 of the Application *(must be signed and returned w/notices of publication)*
2. Copy of Page 2 of the Application
3. Copy of the Zoning Statement
4. Copy of Floor Plan

AGD Stamp

New Mexico Regulation and Licensing Department | Alcohol and Gaming Division | Page 1 Revised 5/16
PO Box 25101 Santa Fe, NM 87504-5101 | Phone: (505) 476-4875 Fax: (505) 476-4595

AGD USE ONLY: Payment| Application Fee $ 200 Received on: 7-7-2020 Receipt No. 2399364
License Fee $ _____ Received on: _____ Receipt No. _____
Application # 120814 Local Option District: _____

RESTAURANT LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

Check appropriate boxes: **Application is for:** ☒ New Restaurant Liquor License

Applicant is: ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME OF APPLICANT (company or individual) **ADDRESS** (including city, state, zip) **TELEPHONE NUMBER**

Uncle DT's Smokehouse, LLC 3134 RUFINA ST. SANTA FE, NM 87507 707-337-5641

D/B/A Name to be used: Uncle DT's Smokehouse, ~~LLC~~ **Business Phone #:** 707-337-5641

Email Address (required): info@uncledt.com

RECEIVED JUL 02 2021 ALCOHOLIC BEVERAGE CONTROL

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
3134 RUFINA STREET
SANTA FE, NM 87507

Mailing Address: 15 LUCERO RD SANTA FE NM 87508

Agent/Contact Person: DAVID THOM **Phone#:** 707-337-5641 **Email:** info@uncledt.com

Are alcoholic beverages currently being dispensed at the proposed location? ☐ **Yes** ☒ **No** If Yes, License # / Type: _____

I, (print name) David Thom, as (title) owner
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the applicant to make this application; that he/she has read the same; knows the contents therein contained are true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director may refuse to issue or renew the license or may cause the license to be revoked at any time.

You must sign and date this ~~form before a Notary Public.~~

Signature of Applicant: [signature] Date: 6-30-21

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe)
SUBSCRIBED AND SWORN TO before me this 30 day of June, 2021
By: David Thom Notary Public: Anna Garcia
My Commission Expires: Feb 6, 2024

OFFICIAL SEAL
ANNA GARCIA
NOTARY PUBLIC-State of New Mexico
My Commission Expires Feb 6, 2024

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____

Public Hearing held on _____, 20_____. Check one: ☐ Approved ☐ Disapproved

Signature and Title of City/County Official: _____

FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: _____ Date: _____

COPY

PREMISES LOCATION, OWNERSHIP, AND DESCRIPTION

NMSA §60-6B-10

1. The land and building which is proposed to be the licensed premises is: (check one)

☐ Owned by Applicant, copy of deed/document attached ☒ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

2. If the land and building are not owned by Applicant, indicate the following:

A. Owner(s): Helen Ortega

B. Date and Term of Lease: 5 year lease, expires 11/1/2025

3. Premises location is Zoned (*example C-1, see Zoning Statement*): I-2 (zoning statement previously submitted)

☐ **Zoning Statement attached**, which must be obtained from the Local Government, listing the proposed location by address, Type of Zone, state whether alcoholic beverages are allowed at proposed location, and if applicable, whether packaged sales, patio service and/or manufacturing is allowable. If there is no zoning in the proposed location, attach Statement from the local government, indicating there is no zoning.

4. Distance* from nearest Church: (*Property line of church to closest point of licensed premises—shortest distance*)

Name of Church: Iglesia Renacer Miles/feet: .1 miles

Address/location of Church: 1225 Parkway Dr. Santa Fe, NM 87507

5. Distance* from nearest School: (*Property line of school to closest point of licensed premises—shortest distance*)

Name of School La Petite Academy of Santa Fe Miles/feet .1 miles

Address/location of School: 1361 Rufina Circle Santa Fe, NM 87507

6. Distance from military installation *(*Property line of military installation to closest point of licensed premises-shortest distance.*)

Name of Military Installation, *circle one* (Kirtland Air Force Base (Albuquerque), White Sands Missile Range (Las Cruces), Holloman Air Force Base (Alamogordo), Cannon Air Force Base (Clovis)

Miles: 70

7. Attach Detailed Floor Plan, must include the Total Square Footage of premises; List nearest cross street; Show which direction is North; Show each level (floor) where alcoholic beverages will be sold or consumed, exterior walls, doors, and interior walls; Patio Area with type of barrier used; Highlight Bonded Areas. The floor plan should be no larger than 8½ x 11 inches and **must be labeled** with designated areas highlighted, which will reflect the proposed Licensed Premises.

8. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☒ Restaurant ☐ Racetrack

☐ Small Brewer ☐ Craft Distiller ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE:** If the distance is beyond 300 feet, but less than 400 feet, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

COPY

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

June 7, 2021

David Thom
Uncle DT's Smoke House
3134 Rufina Street
Santa Fe, NM 87507
Subject: Zoning Verification for 3134 Rufina Street

Dear Mr. Thom:

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned I-2 General Industrial District and is not located in any overlay districts.

(6) I-2 General Industrial District

This district is established only for general manufacturing and compatible uses. Any other zoning district is permitted in this district and other uses allowed in the more commercial districts. It is not the intent of the regulations on general manufacturing but at the same time to provide adequate limitations on the development of industries incompatible with the city's general industrial characteristics. regulations for this district are intended to provide protection primarily against effects harmful to other districts. These regulations do not afford the same level of protection for commercial and other allowed uses not related to general manufacturing as such uses would require if located in districts primarily designed for them.

RECEIVED
LICENSING
ALCOHOLIC BEVERAGE
CONTROL

A full service restaurant with alcohol service for on-site consumption is a permitted use in the I-2 District.

For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development standards such as parking, lot coverage, etc..

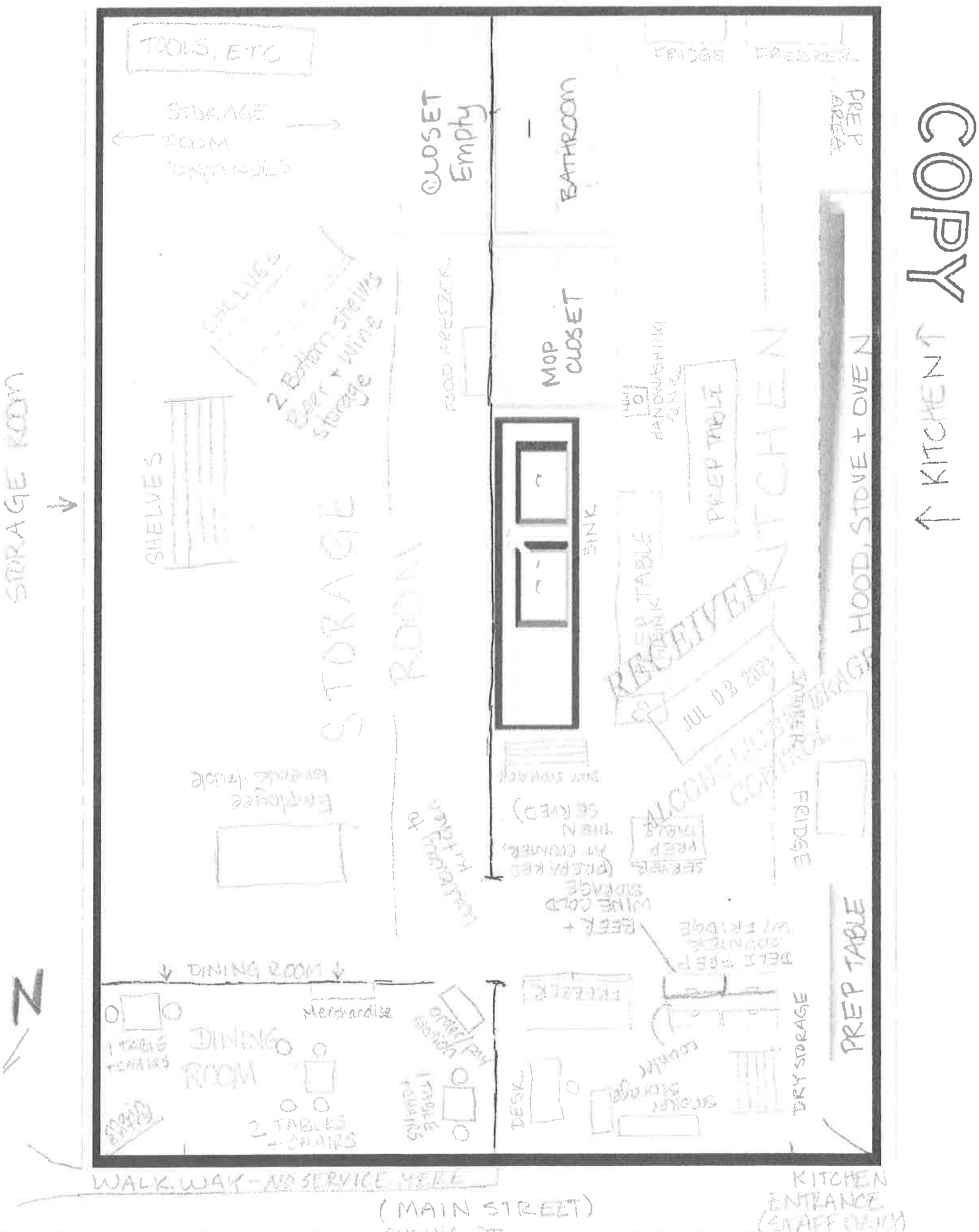
Note: The information provided in this letter is solely derived from the Official Zoning Map and the minimum requirements set forth in Chapter 14, SFCC 1987. This letter intends to provide advice regarding zoning regulations. It is not the intent to state that the subject property complies with zoning requirements. Occupancy is determined based on zoning compliance at the time of building permit or certificate of occupancy, whichever applies. Additionally, it is not the intent to interfere with or to abrogate or annul any official document including conditions or safeguards made a part of the subject property at the time of any public hearings. Applicants are advised to pursue an independent search of official documents.

If you have any further questions, please contact me at LJMcCulley@santafenm.gov.

Lani McCulley
Land Use Planner
City of Santa Fe, New Mexico

Total Sq. Feet - 12( )

Uncle DT's Smokehouse, LLC
3134 Pufina St.
Santa Fe, NM 87507



CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, November 22, 2021.

The purpose of this hearing is to discuss a request from Pineda, LLC, for a Restaurant B (Beer, Wine & Spirits) Liquor License with Patio Service, to be located at La Plancha de Eldorado, 3470 Zafarano Drive, Suite C, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at https://www.santafenm.gov/weekly_meeting_list_agendas.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Received by The Santa Fe New Mexican
Date: October 19, 2021
To Be Published: October 22, 2021 & October 29, 2021

By _____
The Santa Fe New Mexican (Signature)

LEGAL # 88814

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, October 25, 2021.

The purpose of this hearing is to discuss a request from Uncle DT's Smokehouse, LLC, for a Restaurant Beer and Wine Liquor License with on premise consumption only, to be located at Uncle DT's Smokehouse, 3134 Rufina Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas

/s/Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Sept. 24, Oct. 1, 2021

LEGAL # 88814

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, October 25, 2021.

The purpose of this hearing is to discuss a request from Uncle DT's Smokehouse, LLC, for a Restaurant Beer and Wine Liquor License with on premise consumption only, to be located at Uncle DT's Smokehouse, 3134 Rufina Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list_agendas

/s/Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Sept. 24, Oct. 1, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, October 25, 2021 at 4:00 PM

NOTICE IS HEREBY GIVEN that a Liquor License Hearing is scheduled for Monday, October 25, 2021 at 4:00 PM.

SANTA FE NEW MEXICAN

202 E. Marcy
PO Box 2048
Santa Fe, NM 87504
Phone: 505-983-3303
FAX: 505-984-1785

Ad Proof/ Order Confirmation/ Invoice

DAVID THOM
3134 Rufina St
Santa Fe NM, 875073148

707-337-5641

Account Number: STDT2

Ad ID: 20987

Ordered By:

Ad Cost: $97.10

Tax Amount: $8.19

Total Amount: $105.29

Amount Due: $105.29

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 120

Run Dates:

09/24/21, 10/01/21

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL # 88814

Product:

Placement:

Ad Size: 1.22" x 4.79"

Modular Size:

Color:

LEGAL # 88814

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

Notice is hereby given that the City of Santa Fe Liquor Hearing Officer will hold a public hearing at 4:00 p.m. on Monday, October 25, 2021.

The purpose of this hearing is to discuss a request from Uncle DT's Smokehouse, LLC, for a Restaurant Beer and Wine Liquor License with on premise consumption only, to be located at Uncle DT's Smokehouse, 3134 Rufina Street, Santa Fe.

Virtual meeting information will be posted on the City of Santa Fe's Weekly Meeting List at least seventy-two (72) hours before the meeting at: santafenm.gov/weekly_meeting_list__agendas

/s/Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Sept. 24, Oct. 1, 2021

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

VIA EMAIL

October 18, 2021

David Thom
Uncle DT's Smokehouse, LLC
3134 Rufina Street
Santa Fe, New Mexico 87507

RE: Request from Uncle DT's Smokehouse, LLC for a Restaurant Beer and Wine License with on-Premises Consumption.

Dear Mr. Thom:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, October 25, 2021, at 4:00 p.m. This will be a virtual hearing via Zoom. We will email you the meeting invite on the morning of the hearing.

The City of Santa Fe's Governing Body will consider the Liquor Hearing Officer's recommendation at their November 10, 2021 meeting.

Attached is a copy of the notice for the public hearing.

Should you have any questions, or require anything further from our office, do not hesitate to call me at 955-6520.

Sincerely,

Kristine M. Mihelcic
City Clerk

arm

Enclosure

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

DATE: October 18, 2021

TO: Liquor Hearing Officer
Governing Body

VIA: Jarel LaPan Hill
Jarel LaPan Hill, City Manager

Jason M. Kluck
Jason Kluck, Director, Land Use Department

FROM: Jason Sena, Supervisor, Zoning, and Code Compliance

ITEM & ISSUE

Litter and noise impact assessment, due to a request from Uncle DT's Smokehouse, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from Uncle DT's Smokehouse, LLC, for a Restaurant Beer and Wine Liquor License with on-premise consumption only, to be located at Uncle DT'S Smokehouse, 3134 Rufina Street.

BACKGROUND AND SUMMARY

It is not anticipated that there will be a substantial change in litter and noise because of this request.


RUFINA ST
3134 Rufina Street
I2

CATEGORY Specific Use	RR	R-1 - R-6	R-7 - R-9	R-7 - I	RC-5, RC-8	R-10 - R-29	MHP	RAC	AC**	C-1	C-2	C-4	HZ	BCD	I-1	I-2	BIP	SC-1	SC-2	SC-3	MU ***	Use-Specific Regs 14-6.2
Bar, cocktail lounge, nightclub, no outdoor entertainment								S [3,10]	S [3]		P*			P	P	P		P*	P*	P*	P [2]	
Bar, cocktail lounge, nightclub, with outdoor entertainment								S [3,10]	S [3]		P*			P*	P*	P*		P*	P*	P*	P* [2]	
Restaurant - full service, with or without incidental alcohol service								S [3,10]	S [3]		P			P	P	P	S	P	P	P	P	
Restaurant with bar, cocktail lounge or nightclub comprising more than 25% of total serving area.								S [3,10]	S* [3]		P*			P*	P	P		P*	P*	P*	P* [2]	
Restaurant - Fast service/take-out, no drive-through/drive-up								S [3,10]		P [4]	P	P [4]		P	P	P	S	P	P	P	P	
Restaurant - with drive-through/drive-up											P*			P*	P*	P*	S	P*	P*	P*	P* [2]	

Applicant Supplemental Information Form

1. **Name of Applicant**: ____DAVID THOM_____

   D/B/A Name to be used: __UNCLE DT'S SMOKEHOUSE_____

   Proposed License Location: _____3134 RUFINA ST_____

   Telephone number: _707-337-5641_____

   Email: _____info@uncledt.com_____

2. **Type of liquor license request**:

   X_ New License (indicate type: _____BEER AND WINE_____)

   __ Transfer of locations (indicate type: _____)

   __ Transfer of ownership (indicate type: _____)

   __ Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**

   __ Yes (If yes, License # and Type:_____)

   X_ No

4. **Were alcoholic beverages previously dispensed by the requesting business?**

   __ Yes (If yes, License # and address where alcohol was being dispensed: _____

   _____)

   X_ No

5. **Does this business have any record of violation?**

   __ Yes (If yes, please explain:_____

   _____)

   X_ No

6. **What are the current/previous and proposed hours of operation of this business?**

   Current/Previous Hours of Operation: _____WEDS-SAT, 11-2 AND 5-8_____

   Proposed Hours of Operation: _____

7. **Is an outdoor seating/patio area included in the licenses premise?**

   __ Yes (**If yes, is the area fully enclosed?** ___ Yes ___ No)

   X_ No

Name of person completing this form: ____DAVID THOM____
_Telephone number: _____707-337-5641_____

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following:

__There is no record of violation at this business.

__There is record of (#) violations at this business. (Please explain: City code 10-1 Littering on private property
Case Number: CODE-000870-2021
_____

By: Jason Sena
Title: Supervisor Code Enforc
Date: 10/21/21

Applicant Traffic Evaluation Form

1. **Does the location where this license will be located currently sell liquor?**
   __Yes
   X_ No
2. **Please indicate the maximum occupancy load for the proposed business location:**

   _____49_____.
3. **Please indicate the anticipated daily occupant load due to the sale of liquor at this location:**

   _____100_____.
4. **Please indicate the anticipated change in business volume due to the sale of liquor and explain**:

   __Business is expected to increase (additional number of customers per day: _____).

   __Business is expected to decrease (loss of customers per day: _____).

   X_Business is expected to remain the same.

   *Please explain your answer: _____We don't advertise, and we don't lose a lot of business currently due to lack of alcohol

   _____.
5. **What, if any, are the anticipated peak days and times at the proposed business location?**

   What days? _____.

   What times? _____.
6. **Indicate which of the following statements best reflects your opinion regarding traffic impacts if this request is approved and explain:**

   __Traffic can be expected to increase on adjacent streets.

   X_Traffic will not increase on adjacent streets.

   *Please explain your answer: _____Second Street Taproom and Meow Wolf generate the traffic in the area

   _____.

Name of person completing this form: ____DAVID THOM____
Telephone number: _____707-337-5641_____
Date: _____10/14/2021_____

(FOR CITY USE ONLY)

Based on the information provided above, staff has found the following relating to the issuance of the liquor license request:

X It does not appear that there will be any unacceptable traffic impacts.

__It does appear that the approval of this request will create unacceptable traffic impacts. (Please explain: _____
_____)

By: Regina Wheeler

Title: Public Works Director

Date: 10/18/2021

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 - 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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of Budget Adjustment Resolution (BAR) in the amount $663,224.72 for the Santa Fe Community Convention Center Air-Handler (IntelliPak) Replacement Project 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**
Finance Committee –	11/1/2021
Public Works and Utilities Committee:	11/08/2021
Governing Body – 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

CITY OF SANTA FE 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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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/25/2021

ISSUE NO. 7b

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	Excused		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

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	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: October 18, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (10-18-21)

FROM: Paul Joye, Deputy Chief of Police

ITEM AND ISSUE:
Request for a General Fund budget increase and approval of NM Department of Transportation for the funding of projects: End Driving While Impaired (ENDWI) Project # 02-AL-64-090; Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 in the Total Project Amount of $89,303. (Deputy Chief Paul Joye, pmjoye@santfenm.gov, 955-5355)

BACKGROUND AND SUMMARY:
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths. End Driving While Impaired (ENDWI) Project # 02-AL-64-090 for $44,721 will allow officers to conduct sobriety checkpoints and DWI directed enforcement patrols in high crash locations identified in data compiled by local, state, or federal government agencies and included in the City's Operational Plan. Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090 for $14,250 is to conduct occupant protection directed enforcement patrols in high crash locations. Selective Traffic Enforcement Program (STEP)/Summer Enforcement Period Project # 02-PT-RF-090 for $30,332 is to conduct directed enforcement patrols in high crash locations identified in data compiled by local, state or federal government agencies and the City's Operational Plan.

The agreement becomes effective upon signature of both parties and ends September 30, 2022. This request is to increase the General Fund Budget – Police Overtime 1000065.501400 in the amount of $89,303.

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

City of Santa Fe, New Mexico

memo

DATE: October 15, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Letter of Justification for Grant Agreement is between the New Mexico Department of Transportation Traffic Safety Division and City of Santa Fe Police Department to conduct projects aimed at reducing traffic-related injuries and deaths.

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

State Procurement Exemption: ***13-1-98 A (State Agency)*** – *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978;*

State Agency: New Mexico Department of Transportation Traffic Safety Division
Amount: No cost for City of Santa Fe – Grants reimburse
Term: Upon Signature approval through September 30, 2022

Approved Exemption:

Fran Dunaway
Fran Dunaway (Oct 18, 2021 14:48 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: New Mexico Department of Transportation Traffic Safety Division

Procurement Title: Letter of Justification for Grant Agreement between the NM Dept. of Transportation Traffic Safety

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

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

Department Requesting: Santa Fe Police Department Staff Name: Deputy Chief Paul Joye

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Paul Joye	Deputy Chief	10/19/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Oct 19, 2021 16:23 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203060**

Contractor: **New Mexico Department of Transportation Traffic Safety Divsion**

Description: **New Mexico Department of Transportation for the award of Traffic projects: (ENDWI) Project # 02-AL-64-090, Buckle Up (BKLUP)/Click it or Ticket (CIOT) Project # 02-OP-RF-090, and (STEP)/Summer Enforcement Period Project # 02-PT-RF-090.**

Contract ☐ Agreement ◉ Lease / Rent ☐ Amendment ☐

Term Start Date: **Upon signed approval** Term End Date: **09/30/2022**

☐ 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)
The attached project award to the City of Santa Fe Police Department is from the New Mexico Department of Transportation and does not require matching funds from the City of Santa Fe. The project funds reimburse the City of Santa Fe Police Department for eligible expenses required to conduct projects aimed at reducing traffic-related injuries and deaths.

3. **Procurement History:** _____

Fran Delaney (Oct 19, 2021 16:23 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A Entity to Entity** confirmed- CPO determination attached

4. **Funding Source:** _____ **Org / Object:** **1000065/501400**

Andy Hopkins (Oct 19, 2021 16:01 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - Letter of Justification for Grant Agreement**

Staff Contact who completed this form: **AnnaMarie Bowen** Phone # **x5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Police Department/Administration	10/20/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Police Overtime	1000065	501400		89,303	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Dept of Transportation - State Grants	1000001	490150		(89,303)	
				$ -	$ -

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

To record NM Department of Transportation traffic projects; ENDWI $44,721, BKLUP and CIOT $14,250

STEP $30,332 for a total amount of $89,303.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
	0
TOTAL:	**0**

AnnaMarie Bowen	10/20/2021	*{Use this form for Finance Committee/ City Council agenda items ONLY}*		Andy Hopkins Andy Hopkins (Oct 20, 2021 15:46 MDT)	Oct 20, 2021
Prepared By *{print name}*	Date	**CITY COUNCIL APPROVAL**		Budget Officer	Date
Division Director Signature *{optional}*	Date	*City Council Approval Date*		Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	*Agenda Item #:*		City Manager *{≤ $60,000}*	Date

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

MEMORANDUM

Date: September 8, 2021

To: Michael Sandoval, Cabinet Secretary

Through: Jeff Barela, Director, Traffic Safety Division Jeff Barela
Jeff Barela (Sep 8, 2021 16:38 MDT)

From: Kimberly Wildharber, Staff Manager

Subject: Letter of Justification for Grant Agreement between the New Mexico Department of Transportation Traffic Safety Division and Santa Fe, City of.

---

1. TSD Program Manager John Vargas Phone # 505-231-6784 will oversee the project(s).

2. The Consolidated Agreement provides funding to Santa Fe PD to conduct the following project(s) and activities as shown below.
   - ENDWI – $44,721.00 (Federal 164 AL)
     The ENDWI program funds overtime enforcement for DWI checkpoint and DWI directed patrol program. Funds are used to maintain the program, as funding allows, and to expand the program in areas of the State with high rates of DWI.
   - BKLUP -$14,250.00 (State Road Fund)
     The BKLUP program funds overtime for law enforcement agencies to conduct safety belt and child restraint/ booster seat use activities to increase in occupant protection use in New Mexico.
   - STEP – $30,332.00 (State Road Fund)
     Provides funding for sustained enforcement program to target specific traffic problems such as speed, DWI, road rage, distracted and reckless driving, fatigue/ drowsy driving, occupant protection, and crashes involving pedestrians, primarily through the use of Safety Corridors. Participating agencies include local law enforcement.

3. The agreement will be effective from date of last signature to 9/30/2022.

4. A deliverables table is listed in Exhibit A-C.

5. The agreement is Exempt from the procurement as it is with another government agency, (per NMSA 1978 Section 13-1-98, et seq.)

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 8, 2021

Chief Andrew Padilla
Santa Fe PD
2515 Camino Entrada
Santa Fe, New Mexcio 87505

RE: Project Agreement

Dear Chief Padilla:

Enclosed is the project agreement for the federal 2022 fiscal year. This letter contains information required to meet Federal Funding Accountability and Transparency Act (FFATA) and 2 CFR Part 200 requirements. Please provide a copy of this letter to the person responsible for meeting those requirements at your City, County, Town or Tribal agency. The following table contains the information necessary to meet these requirements.

Project Number	Funding Source	CFDA #	FAIN	Award Date	Amount
02-AL-64-090	23 U.S.C. § 164	20.608	69A37521300001640NMA	1/15/2021	$44,721.00
02-OP-RF-090	State Road Fund				$14,250.00
02-PT-RF-090	State Road Fund				$30,332.00

2 CFR Subpart F 200.500-521
(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

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Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
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Commissioner
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Walter G. Adams
Commissioner, Chairman
District 4

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Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

If expenditures are less than $750,000 during your agency's fiscal year 2021, please submit a statement to the Traffic Safety Division at the address listed on this letterhead. The Statement should read, "We did not meet the $750,000 expenditure threshold and therefore we are not required to have a single audit performed for FY {21}."

Your agency must submit copies of any audits and review reports which they have had prepared to the Department for informational purposes if requested regardless of whether the criteria for audit or review are met.

Operational Plan
Your agency is required to develop an operational plan to include a jurisdiction-specific performance goal, problem statement, problem identification and basic crash data upon which the project is based. Performance goals should be specific, measurable, action-oriented, realistic, and time-bound.

Performance Indicators
The Department has implemented performance indicators on Department funded law enforcement projects. The performance indicators are as follows:
ENDWI Medium Agency (Populations 50,000 - 99,000) - 1 DWI in 32 Hours
BKLUP 1 seat belt or child restraint citation for every 2 hours of enforcement worked.
STEP 2 citations or warnings for every hour of enforcement worked.

At no time does the New Mexico Department of Transportation require an individual officer to issue a specific number of citations during an enforcement period.

We look forward to working with you to prevent injuries and fatalities. Thank you for your cooperation.

Sincerely,

Jeff Barela, Director
Traffic Safety Division

Enclosure

Office of General Counsel Contract Brief Form

Date: September 8, 2021 From: John Vargas Location: Traffic Safety Division

Phone: 505-231-6784 Agency: NMDOT

Contractor: Santa Fe, City of

Project No.: 02-AL-64-090, 02-OP-RF-090, 02-PT-RF-090

NEW CONTRACT
__ Copy of RFP, if applicable
__ Copy of approved sole source justification
__ Copy of approved small purchase justification
__ Copy of Contract Brief signed by Contract Administration

AMENDMENT TO EXISTING CONTRACT
__ Scope of Work
__ Additional Compensation
__ Time extension
Note: For amendments please attach a copy of the original agreement, any previous amendments, and a copy of the RFP. (If applicable)

X EXEMPT FROM PROCUREMENT PROCESS (university: other educational institutions; other state agency, bureau; local public bodies).

The Office of General Counsel's policy for turnaround time is ten (10) working days. Please indicate below if there are extenuating circumstances, which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call at (505) 469-6411 if you have any questions.
____Please make corrections on pages _
____I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.
____Please make corrections on pages and return the marked copy to the receptionist for further review and approval.

Other Comments

CONTRACT NUMBER:_____
GRANTEE DUNS NUMBER: 069420818
VENDOR NUMBER: 0000054360

GRANT AGREEMENT

This Grant Agreement (**Agreement**) is between the New Mexico Department of Transportation (**Department**) and Santa Fe, City of (**Grantee**), collectively referred to as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below. The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following projects:

   a. End Driving While Impaired (**ENDWI**), Project No. 02-AL-64-090, $44,721.00;
   b. Buckle Up (**BKLUP**)/Click It or Ticket (**CIOT**), Project No. 02-OP-RF-090, $14,250.00;
   c. Selective Traffic Enforcement Program (**STEP**), Project No. 02-PT-RF-090, $30,332.00;
   d. Total Funding awarded per this Agreement $89,303.00.

2. **Scope of Work.** The Grantee shall perform the professional services stated in the following exhibits: **Exhibit A** - ENDWI; **Exhibit B** - BKLUP/CIOT; **Exhibit C** - STEP.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely and properly prepared reimbursement requests as provided in the Department's Electronic Grant Management System or the Traffic Safety Division Financial Management Manual 2019, as directed by the Department. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the Agreement, after termination of the Agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than forty-five (45) calendar days after termination of this Agreement, unless otherwise approved by the Department.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this Agreement. The Grantee shall record costs incurred, services rendered, and payment received. The Grantee shall maintain these financial records during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the term of this Agreement and for three (3) years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty (30) calendar days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project or were used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty (30) calendar days of written notice.

5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this Agreement.

6. **Termination.** The Department may terminate this Agreement for any reason, by giving the Grantee thirty (30) calendar days written notice. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The Grantee may only terminate this Agreement based on the Department's uncured, material breach of the Agreement and by giving the Department thirty (30) calendar days' written notice. The Parties acknowledge that termination will not nullify obligations incurred prior to termination, including any obligations intended to survive termination of the Agreement, including but not limited to Section 4 and Section 11.

7. **Appropriations.** The Grantee acknowledges that:

   a. this Agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
   b. if sufficient appropriations and authorizations are not made, this Agreement will terminate upon written notice by the Department to the Grantee; and
   c. the Department will not expend any funds until approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

   a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the ADA Amendments Act of 2008, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21;
   b. all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through 28-1-15, and in accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age, disability, or other protected class will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this Agreement; if the Grantee is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation, subject to Section 6 above;
   c. state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through 52-1-70, and related rules;
   d. 2 C.F.R. 200, Subpart F - Audit Requirements, Sections 200.500 - 200.521; and
   e. those sections in **Exhibit D** labeled "applies to subrecipients as well as states."

9. **Notices.** For a notice under this Agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail postage prepaid, fax or email; and be addressed as follows:

to the Department at:	to the Grantee at:
New Mexico Dept. of Transportation	Santa Fe PD
Attn: Traffic Safety Division	Attn: Chief Andrew Padilla
P.O. Box 1149	2515 Camino Entrada
Santa Fe, NM 87504	Santa Fe, New Mexico 87505

10. **Severability**. The terms of this Agreement are lawful; performance of all duties and obligations shall confirm with and do not contravene any state, local, or federal statute, regulation, rule, or ordinance. The parties intend that if any provision of this Agreement is held to be unenforceable, the rest of the Agreement will remain in effect as written.

11. **Liability.** Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with the Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, as amended, and any other applicable law. This section is intended only to define the liabilities between the parties and it is not intended to modify in any way, the Parties' liabilities as governed by law.

12. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

13. **Term.** This Agreement takes effect as of the date the last party to sign it on the signature page below. The Agreement terminates at 12:00 a.m. on September 30, 2022, unless earlier terminated as provided in Section 6 or Section 7.

14. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law provisions, govern all adversarial proceedings arising out of this Agreement.

15. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this Agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

16. **Amendment.** No amendment of this Agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary**. This Agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Scope of Agreement and Merger.** This Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter of this Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents will be valid unless included in this Agreement.

19. **Disadvantaged Business Enterprise.** The following provision applies to a USDOT-assisted federally funded agreement only. The recipient shall not discriminate on the basis of race, color, national origin, sex, or other protected class in the award and performance of any USDOT-assisted

contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The remainder of this page is intentionally left blank.

Each party is signing this Agreement on the date stated opposite that party's signature. This Agreement is effective as of the date of the last party to sign it on the signature page below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

SANTA FE, CITY OF

By: _____ Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: _____ Date: Sep 9, 2021
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____ Date: _____
Counsel for Santa Fe, City of

Exhibit A: Scope of Work, Training, Reimbursement and Reporting

END DRIVING WHILE IMPAIRED (ENDWI) Project Number: 02-AL-64-090

1. **Scope of Work.** The Grantee shall conduct sobriety checkpoints (SCs) and DWI directed enforcement patrols (DDEPs) as negotiated between the Department and the Grantee, in high crash locations identified in data compiled by local, state or federal government agencies and included the Grantee's Operational Plan. The Department encourages the Grantee to accompany SCs and DDEPs with public information, media and educational activities. SCs must be scheduled to be staffed by at least 9 officers and must last at least 5 hours. If for any reason, the SC is not staffed with the minimum number of officers or was not conducted for the minimum number of hours, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for SCs based on the justification. DDEPs must deploy officers in high crash locations consistent with the enforcement plan. If for any reason, the DDEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DDEPs based on the justification. The Grantee is encourage to schedule SCs and DDEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, and National DWI Mobilizations as identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the SCs and DDEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety DWI enforcement in areas consistent with the enforcement plan;
   b. pay, including overtime, for officers attendance at administrative license revocation hearings and court hearings directly related to DWI arrests made while participating in the ENDWI program;
   c. overtime costs for officers or civilian employees to dispatch or process paperwork directly related to the SCs and/or DDEPs conducted during the claim month. The Grantee can only claim up to 10 percent of the total monthly claim amount; and
   d. in state travel and related expenses for officers to attend DWI related training approved by the Department in advance, and shall be reimbursed in accordance with the Regulation Governing the New Mexico Per Diem and Mileage Act, 2.42.2 NMAC.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be 23 U.S.C. § 164 and the Catalog of Federal Domestic Assistance (CFDA) number to be 20.608. However, both funding source and CFDA number are subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$44,721.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$44,721.00

7. **Goals.** The Department's performance goals for the state are as follows: Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit B: Scope of Work, Training, Reimbursement and Reporting

BUCKLE UP (BKLUP) and CLICK IT OR TICKET (CIOT) Project Number: 02-OP-RF-090

1. **Scope of Work.** The Grantee shall conduct occupant protection directed enforcement patrols (ODEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the ODEPs with public information, media and educational activities. ODEPs must deploy officers in high crash locations consistent with the enforcement plan for occupant protection issues. If for any reason, the ODEPs were conducted in areas not consistent with the enforcement plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for ODEPs based on the justification. The Grantee is encouraged to schedule ODEPs throughout the grant period with a focus on participating during the Superblitz Period, 3 Mini Superblitz Periods, National DWI Mobilizations and the National Click It or Ticket Mobilizations identified below.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

   "Winter Superblitz Period" means November 19, 2021 to January 1, 2022.

   "St. Patrick's Day Mini Superblitz Period" means March 11 to March 19, 2022.

   "Cinco de Mayo May Mini Superblitz Period" means May 1 to May 7, 2022.

   "National Occupant Protection Mobilization Click It or Ticket period" means May 23 to June 5, 2022.

   "Fourth of July Mini Superblitz Period" means July 1 to July 8, 2022.

   "National DWI Mobilization Period" means August 17 to September 5, 2022.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the ODEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that is not above and beyond the officers normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

   a. pay, including overtime, for officers conducting traffic safety occupant protection focused enforcement in areas consistent with the enforcement plan;
   b. attendance at, and excess per diem for, operation safe kids training and the four-day NHTSA standardized child passenger safety training; and
   c. assistance at child safety seat clinics or car seat fitting stations.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding.** The Department expects the funding source to be state road fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$14,250.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$14,250.00

7. **Goals.** The Department's performance goals for the state are to:

   a. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities
   b. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed

use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Exhibit C: Scope of Work, Training, Reimbursement and Reporting

SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) and
SUMMER ENFORCEMENT PERIOD Project Number: 02-PT-RF-090

1. **Scope of Work.** The Grantee shall conduct directed enforcement patrols (DEPs) in high crash locations identified in data compiled by local, state or federal government agencies and the Grantee's Operational Plan. The Department encourages the Grantee to accompany the DEPs with public information, media and educational activities. DEPs must deploy officers in high crash locations consistent with the Operational Plan. If for any reason, the DEPs were conducted in areas not consistent with the Operational Plan, the Grantee must submit a justification with the invoice for these services. The Department may choose to deny the invoice for DEPs based on the justification. *The Grantee is encouraged to schedule DEPS through the grant period with a focus on participating during the Summer enforcement period which runs June 20, 2022 through September 27, 2022.*

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

   "Agency Coordinator" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Agreement.

   "Directed Enforcement Patrols" means activities that enforce traffic laws in areas consistent with the agency's operational plan.

   "Operational Plan" means a plan based on the most current crash data that identifies the problem to be addressed, goals to be achieved, and the performance measures to be employed. The Grantee may update its operational plan as needed to align with current trends.

3. **Training and Qualifications.** The Agency Coordinator must attend the Department's Law Enforcement Coordinators symposium and other Department training as required. The Grantee should notify the Department of any changes in the Agency Coordinator as soon as possible. The Grantee's participating officers must have law enforcement certifications in all areas necessary to conduct the services noted in Section 1 of this exhibit. The Grantee shall keep documentation of training and provide the Department with a list of certified officers on request.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost paid to personnel that worked the DEPs. Claims for payment must specify officers' actual hourly rate of overtime pay based on the Grantee's overtime policy; the Department will not pay any amount in excess of that rate or for any amount that was not above and beyond the officer's normal duties. The Grantee should submit claims at minimum quarterly no later than January 30th, April 30th and July 30th during this Agreement period. The final claim shall be submitted no later than October 31, 2022. If the final claim is submitted after October 31, 2022, the claim must be accompanied by a justification letter. The Department may choose to deny the claim based on the justification. The claim must be on a form approved by the Department. The Department will pay the Grantee for the following:

a. Pay, including overtime pay, for officers conducting the traffic safety enforcement described in paragraph 1 of this **Exhibit C**; and
b. training for officers not previously trained in STEP.

5. **Reporting.** *The Grantee must submit activity reports by the 20th of each month using the activity report form provided unless otherwise directed by the Department*. Activity reports must include the type of activity and types of citations issued. The Grantee must report all citations to the Motor Vehicle Division of the New Mexico Taxation and Revenue Department and to the appropriate court in accordance with New Mexico state statute. The Grantee must submit timely crash reports to the Department in accordance with NMSA 1978, Section 66-7-207. If the Grantee is not submitting crash reports in accordance with NMSA 1978, Section 66-7-207, the Department may hold reimbursement claims until this provision is met.

6. **Funding – STEP.** The Department expects the funding source to be State Road Fund. However, the funding source is subject to change at the Department's discretion. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The project's itemized budget is as follows:

Personal Services	$30,332.00
Contractual Services	$0.00
Commodities	$0.00
Indirect	$0.00
Other	$0.00
TOTAL	$30,332.00

7. **Goals.** The Department's performance goals for the state are as follows:

a. Speeding-related fatalities rose by 18.2 percent in 2019 from 2018, and are projected to continue rising into 2022. Preliminary data indicate that speeding-related fatalities were 40.1 percent of all crash fatalities in 2020, compared to 36.8 percent in 2019. Given the anticipated rise in these fatalities, the State has determined to set the annual projection of 166 as the 2022 target
b. Alcohol-impaired fatalities rose by 14.2 percent in 2019 from 2018, and projected data indicate a continued rise in these fatalities into 2022. The State has determined to set the five-year average projection of 130.5 as the 2022 target. The State's ENDWI and the National Drive Sober or Get Pulled Over enforcement and media continue to focus on reducing drunk driving, particularly in urban areas that have higher incidents of alcohol-involved crashes, fatalities and injuries, and among high-risk groups including pedestrians and young male drivers
c. Unrestrained occupant fatalities fell by 9.8 percent in 2019 from 2018, but preliminary data indicate a 29.7 percent rise in 2020 and a relatively sustained level into 2022. The State has set the five-year average projection of 119.0 as the 2022 target. The State will continue to support its BKLUP enforcement and awareness campaign and its participation in the National CIOT in an effort to reduce these fatalities.
d. The State anticipates being able to maintain its seatbelt use above 90 percent in 2022 and based on projected data has determined to set the 2022 target at 90.5 percent observed use. New Mexico's observed seatbelt use percentage has remained above 90 percent since 2011
e. Five-year average fatalities rose by 11 percent between 2015 and 2019, and preliminary and projected data indicate that fatalities will continue to increase, but by a higher 14.2

percent between 2017 and 2021. The State has determined to set the five-year average projection of 421.9 as the 2022 target.

8. **Equipment.** The Grantee may only purchase equipment under this Agreement with prior written approval of the Department.

Appendix A to Part 1300 – Certifications and Assurances for Fiscal Year 2022 Highway Safety Grants (23 U.S.C. Chapter 4; Sec. 1906, Pub. L. 109-59, As Amended By Sec. 4011, Pub. L. 114-94)

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: New Mexico Fiscal Year: 2022

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities,

public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 2l and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;

e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted –
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in thistransaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the Highway Safety Plan in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. The political subdivisions of this State are authorized, as part of the State highway safety program, to carry out within their jurisdictions local highway safety programs which have been approved by the Governor and are in accordance with the uniform guidelines promulgated by the Secretary of Transportation. (23 U.S.C. 402(b)(1)(B))

4. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or for the benefit of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and for the benefit of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)

5. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))

6. The State will provide for an evidenced-based traffic safety enforcement program to prevent traffic violations, crashes, and crash fatalities and injuries in areas most at risk for such incidents. (23 U.S.C. 402(b)(1)(E))

7. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to –
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Submission of information regarding mobilization participation into the HVE Database;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;

- An annual Statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
- Development of Statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a).

(23 U.S.C. 402(b)(1)(F))

8. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

9. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4))

The State: **[CHECK ONLY ONE]**

☐ Certifies that automated traffic enforcement systems are not used on any public road in the States;

OR

☑ Is unable to certify that automated traffic enforcement systems are not use on any public road in the State, and therefore will conduct a survey meeting the requirements of 23 U.S.C. 402(c)(4)(C) AND will submit the survey results to the NHTSA Regional Office no later than March 1, 2022.

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

MRS

Michael Sandoval (Jun 18, 2021 12:54 MDT)

06/18/2021

Signature Governor's Representative for Highway Safety — Date

Michael R. Sandoval

Printed name of Governor's Representative for Highway Safety

New Mexico Traffic Safety Division Project Information Sheet

Contract Number:			
Government Unit:	Santa Fe, City of		
Contract term:	(– 09/30/2022)		
Vendor Number:	0000054360	Address ID:	

Grantee Contact Info

Project Director and Title:	Chief Andrew Padilla		
Phone:	505-955-5257	E-mail:	aapadilla@ci.santa-fe.nm.us
Agency Name:	Santa Fe PD		
Address:	PO Box 909		
City, State ZIP:	Santa Fe, New Mexico 87504		

TSD Contact Info

Program Manager:	John Vargas	Phone:	505-231-6784
TSD Finance:	Avalon Wright	Phone:	505-660-8103

Budget Breakdown

Funding	Project Number	Amount	Fund	Department Code	PO Number
ENDWI	02-AL-64-090	$44,721.00	10010	5000000000	
BKLUP	02-OP-RF-090	$14,250.00	20100	5100000000	
STEP	02-PT-RF-090	$30,332.00	20100	5100000000	
	Total	**$89,303.00**			

PO Entered by TSD Finance:		Date:	
PO Approved by Contracts:		Date:	

Comments:

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Oct 19, 2021 08:12 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

1000065.501400

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of the New Mexico Department of Transportation Agreement for the funding of projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505) 955-5355 / Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, (505) 955-5286).

Committee	**Review:**
Finance	Committee:11/01/2021
Quality of Life	Committee 11/03/2021
Governing Body Committee: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

ACTION SHEET
QUALITY OF LIFE MEETING OF 11/03/2021

ISSUE NO. 6a

Request for approval of the New Mexico Department of Transportation Agreement for the funding of projects: End Driving While Impaired (ENDWI), Buckle Up (BKLUP)/ Click it or Ticket (CIOT), and Selective Traffic Enforcement Program (STEP) in the Total Project Amount of $89,303. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505) 955-5355 / Anthony Tapia, Santa Fe Police Captain, matapia@santafenm.gov, (505) 955-5286).

Committee Review:
Finance Committee:11/01/2021
Quality of Life Committee 11/03/2021
Governing Body Committee: 11/10/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/10/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: October 12, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police
A. Padilla (Oct 12, 2021 15:23 MDT)

FROM: Paul Joye, Deputy Chief of Police

ITEM AND ISSUE:
Request for the Approval of a Memorandum of Understanding (MOU) – Region III Drug Task Force/Agreement between the Department of Public Safety and the City of Santa Fe as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding. This is no cost to the City of Santa Fe Police Department, and any overtime paid pursuant to this MOU/Agreement is reimbursed through the federal grant for a total of $18,649.00 plus GRT. Term is 1 year. (Region III Drug Task Force); (Paul Joye, pmjoy@santafenm.gov, ext. 5355)

BACKGROUND AND SUMMARY:
The attached MOU/Agreement is a renewal for the existing MOU/Agreement that is already in place. The Santa Fe Police Department continues its commitment to the Region III Drug Task Force and its abatement of narcotics within the City of Santa Fe and surrounding areas.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202555.

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

City of Santa Fe, New Mexico

memo

DATE: October 12, 2021

TO: Fran Dunaway, Chief Procurement Officer

FROM: Paul Joye, Deputy Chief of Police

SUBJECT: Exemption Determination Request

The Police Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Understanding is between the Department of Public Safety and the City of Santa Fe Police Department for the Region III Drug Task Force.

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

State Procurement Exemption: ***13-1-98 A (State Agency)*** – *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Section 13-1-135 through 13-1-137 NMSA 1978;*

State Agency: Department of Public Safety
Amount: No cost for City of Santa Fe – Federal Grants reimburse
Term: July 1, 2021 – June 30, 2022

Approved Exemption

Fran Dunaway (Oct 14, 2021 08:44 MDT)

Fran Dunaway, Chief Procurement Officer

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Region III Drug Task Force

Procurement Title: MOU

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

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

Department Requesting SFPD Staff Name Deputy Chief Paul Joye

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: _____

Paul Joye	Deputy Chief	12/12/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:38 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202555**

Contractor: **Region III Drug Task Force**

Description: **Agreement for participant (MOU) Region III Drug Task Force SFPD. MOU is required for all participating agencies. ($18,649.00 plus GRT)**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/21** Term End Date: **06/30/22**

☐ 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)
MOU - DPS Region III Agreement for Region III Task Force, participant SFPD.

3. **Procurement History:** _____

Fran Dramaway (Oct 19, 2021 16:38 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **Exemption: 13-1-98A entity to entity** Concur with exemption-CPO

4. **Funding Source:** _____ **Org / Object: 1000067/501400**

Andy Hopkins (Oct 19, 2021 15:55 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Grants - MOU Agreement**

Staff Contact who completed this form: AnnaMarie Bowen Phone # **955-5122**

Email: **acbowen@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

AGREEMENT
BETWEEN DEPARTMENT OF PUBLIC SAFETY AND
SUB-RECIPIENT OF THE REGION III HIGH INTENSITY DRUG TRAFFICKING
AREAS ("HIDTA") FUNDING

THIS AGREEMENT is made and entered into this_____day of_____ , 2021, by and between DEPARMENT OF PUBLIC SAFETY, hereinafter referred to as "DPS" and the CITY OF SANTA FE POLICE DEPARTMENT, hereinafter referred to as "SFPD" or "Sub-recipient."

WHEREAS, DPS, the Santa Fe County Sheriff, City of Santa Fe Police Department, City of Taos Police Department, Taos County Sheriff's Office, New Mexico Department of Public Safety (State Police), the NM Probation/Parole Division and the Espanola Police Department, are parties to a certain Memorandum of Understanding Region III Drug Task Force (the MOU) dated January 6, 2020, that provides for how the parties will jointly cooperate and assist with the prevention, investigation, control and prosecution of unlawful drugs, narcotics and controlled substances and related crimes within the Southwest Border HIDTA - New Mexico, Region III; and

WHEREAS, according to the MOU, DPS is designated as the fiscal agent for purposes of the MOU and activities conducted by the parties to the MOU; and

WHEREAS, the law enforcement activities and strategy of the HIDTA Region III area are funded annually by a federal HIDTA grant, which provides assistance to law enforcement entities to reduce drug trafficking and production in the HIDTA Region III; and

WHEREAS, DPS as fiscal agent under the MOU is the recipient of HIDTA Grant #G21SN0005A in the amount of $320,013.00 for FY 2021; and

WHEREAS, SFPD, a signatory on the MOU, is an entity that is active and participating in HIDTA-related activities and initiatives and is eligible for reimbursement from the HIDTA Grant. SFPD participation involves overtime hours spent by SFPD law enforcement officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy; and

WHEREAS, DPS and SFPD also wish to provide for the process by which the Sub-recipient (SFPD) who engages and participates in HIDTA related activities to support the strategy of the HIDTA program, submit invoices to DPS and DPS as fiscal agent reimburses the Sub-recipient for overtime and other expenses associated with its HIDTA-related activities; and

WHEREAS, federal regulations governing the award and administration of federal grants awarded to non-federal agencies require that grant recipients and sub-recipients agree to be subject to certain federal requirements and regulations pertaining to HIDTA grants; and

NOW THEREFORE, it is agreed between the parties:

1. SUB-RECIPIENT; SCOPE OF PARTICIPATION

A. The Sub-recipient for purposes of this Agreement is the non-federal entity listed on Attachment A, attached hereto and incorporated by reference.

B. The Sub-recipient's participation in HIDTA Region III activities to support the HIDTA strategy consists, without limitation, of overtime hours spent by Sub-recipient's law enforcement officers, agents, deputies, and police officers engaging in undercover narcotics investigations and other activities to support the HIDTA strategy. Other HIDTA-related activities are those program activities described on the budget submitted by the HIDTA Region III in its annual HIDTA grant application.

2. ADDITIONAL HIDTA ACTIVITIES OR TASKS

DPS and Sub-recipient agree that all HIDTA activities set forth in Section 1 (Sub-recipients' Scope of Participation) of this Agreement shall be completed in full to the satisfaction of DPS as fiscal agent and in accordance with all federal requirements of the HIDTA grant funding, and for amounts not-to-exceed the sum of the annual HIDTA grant, and for no other cost, amount, fee or expense.

3. INVOICING AND REIMBURSEMENT

A. In consideration of its obligations under this Agreement, the Sub-recipient shall be reimbursed as follows:

1) Depending on the frequency of HIDTA activities and initiatives during the HIDTA grant period, the Sub-recipient's law enforcement agents will prepare an invoice with supporting documentation evidencing the Sub-recipient's overtime hours and other HIDTA-related expenses associated with HIDTA programs and activities. Sub-recipient will submit the invoice and supporting documentation to Region III HIDTA. The invoice and supporting documentation will be verified by the Sub-recipient and then submitted to DPS. DPS as fiscal agent under the MOU shall review the invoice and supporting documentation and submit reimbursement directly to the Sub-recipient.

2) The total amount payable to all Sub-recipients under this Agreement shall not exceed the total amount of the annual HIDTA grant funding, inclusive of any applicable tax, for that fiscal year.

3) The amount of the annual HIDTA grant is a maximum and not a guarantee that the HIDTA activities performed or engaged in by a Sub-recipient under this Agreement shall equal the amount of the HIDTA grant. The parties do not intend for a Sub-recipient to continue to engage in HIDTA activities without reimbursement when the HIDTA grant funding has been exhausted. DPS will notify Sub-recipient when reimbursements to the Sub-recipients have reached the total available HIDTA grant funding for that year. Reimbursement is based on the availability of the HIDTA grant funding for that grant period.

4) DPS's representative for receipt of the invoice and supporting documentation is Joline Ortiz, Executive Administrative Assistant to Region III, jolinec.ortiz@state.nm.us, or such other individual as may be designated in the absence of DPS representative.

B. Sub-recipient's budgeted amounts to be paid are as stated on Attachment B (pending approval of the Office of National Drug Control Policy via the Southwest Border HIDTA-New Mexico).

C. In the event the Sub-recipient materially breaches this Agreement, DPS may, without penalty, withhold reimbursement to the Sub-recipient.

4. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties hereto. The term of this Agreement is from the date of last signature by the parties through June 30, 2022, and is subject to earlier termination if DPS ceases to be designated as the fiscal agent under the MOU, if the MOU is dissolved by the parties to the MOU, or termination pursuant to Section 5 (Termination) below occurs.

5. TERMINATION

Termination for Convenience. Either party may terminate this Agreement for any reason by providing 30 days written notice. If notice is given, the Agreement will terminate at the end of 30 days thereafter, and the liabilities of the parties hereunder for further performance of the terms of the Agreement shall cease, but the parties shall not be released from duty to perform up-to-the date of termination.

6. CONTINUED HIDTA GRANT FUNDING

This Agreement is contingent upon DPS's annual award of HIDTA grant funding. If sufficient HIDTA grant funding is not received this Agreement shall terminate upon written notice by DPS to the Sub-recipient, or the parties to this Agreement may agree to suspend performance under this Agreement until such time as HIDTA grant funds are available. A termination shall be without penalty to DPS, and DPS shall have no duty to reimburse Sub-recipient for overtime or expenditures made in the performance of this Agreement. DPS's decision as to whether sufficient HIDTA grant funding is available to fulfill the purposes of this Agreement shall be final and not subject to challenge by the Sub-recipient in any way or forum, including a lawsuit.

7. PERSONNEL

All HIDTA-related tasks and activities performed by the Sub-recipients under this Agreement shall be performed by the Sub-recipient or under the Sub-recipient's supervision.

8. RELEASE

Upon its receipt of all reimbursements or payments due under this Agreement, the Sub-recipient releases DPS, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Sub-recipient in the performance of this Agreement shall be kept confidential and shall only be made available to any individual or organization in accordance with applicable federal or state law.

10. CONFLICT OF INTEREST

Sub-recipient agrees to maintain written standards of conduct covering conflict of interest (conflict of interest policies for Federal awards). Sub-recipient warrants that none of its employees will participate in the selection, award, or administration of this Agreement if he or she has a real or apparent conflict of interest.

11. COMPLIANCE WITH APPLICABLE LAW AND REGULATION; CHOICE OF LAW; WARRANTY

A. In performing HIDTA-related tasks and activities hereunder for which Sub-recipient will receive reimbursement from a federal HIDTA grant, the Sub-recipient shall comply with all applicable Federal statutes, regulations and HIDTA award terms and conditions including:

a) 28 CFR Part 69 (New Restrictions on Lobbying),
b) 2 CFR Part 25 (Universal Identifier and System of Award Management (SAM)),
c) 2 CFR Part 180 (Suspension and Debarment),
d) 28 CFR Part 23 (Criminal Intelligence Systems),
e) Section 6 of the HIDTA Program Policy and Budget Guidance,
f) Achieving performance goals established in the HIDTA Performance Management Process (PMP) and approved by the HIDTA's Executive Board and the Office of National Drug Control Policy (ONDCP).
g) Sub-recipient Monitoring stated in 2CFRS200.331
h) Sub-recipients that receive $25,000 or more must be registered with the Federal Accountability and Transparency Act Sub-award Reporting System (FSRS), located at https://www.fsrs.gov

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. DPS and the Sub-recipient agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be state district courts of New Mexico located in Santa Fe County.

C. Sub-recipient warrants and represents that it is not listed as an excluded party under the federal System for Award Management (SAM) as a debarred or suspended or otherwise excluded from participation in a HIDTA grant funded program.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto.

13. ENTIRE AGREEMENT; INTEGRATION

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

14. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

15. NOTICES

Any notice required to be given to the parties hereto shall be in writing and shall be delivered in person or by U.S. mail, either first class or certified, return receipt requested, postage prepaid to the following:

DPS: Department of Public Safety
Attn: Tim Q, Johnson, Interim Cabinet Secretary
P. O. Box 1628
Santa Fe, New Mexico 87504-1628

Sub-recipient: See Attachment A.

16. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

17. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

18. I NSURANCE

General Conditions. The Sub-recipients shall maintain sufficient personal and property insurance consistent with the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended.

19. NEW MEXICO TORT CLAIMS ACT; LIABILITY

Each party to this Agreement shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this Agreement. Each party shall be liable for its own actions in accordance with this Agreement. Any liability incurred by DPS or the Sub-recipient in connection with this Agreement is subject to the Immunities and limitations of the New Mexico Tort Claims Act NMSA 1978, Section 41-4-1, et seq., as amended. DPS and Sub-recipient and their "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity; do not waive any defense; and do not waive any limitation of liability pursuant to the Tort Claims Act. No provision in this Agreement shall be construed to modify or waive any provision of the New Mexico Tort Claims Act.

20. SUB-RECIPIENT'S RECORDS

To the extent its books and records relate to (i) performance of this Agreement, or (ii) costs or expenses set forth in this Agreement, the Sub-Recipient agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of reimbursement under this Agreement; (ii) allow DPS or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

21. SURVIVAL

The provisions of following paragraphs shall survive termination of this Agreement: RELEASE, CONFIDENTIALITY, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; TORT CLAIMS ACT; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above:

DEPARTMENT OF PUBLIC SAFETY

_____ _____

Tim Q. Johnson, Interim Cabinet Secretary Date
Department of Public Safety

Approved as to form:

_____ _____

Elizabeth Trickey, General Counsel Date
Department of Public Safety

SUB-RECIPIENT'S SIGNATURE PAGE

City of Santa Fe:

_____ _____

Alan Webber, Mayor Date

Attest:

_____ _____

Kristine Bustos-Mihelcic, City Clerk Date

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Sep 14, 2021 08:31 MDT)

_____ _____

Senior Assistant City Attorney Date

Approved for Finances:

_____ _____

Mary McCoy, Finance Director Date

Attachment A
Sub-recipient

City of Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Attachment B
Sub-recipient's Budget Grant #G21SN0005A

Resource Recipient — City of Santa Fe Police Department

Overtime

Investigative – Law Enforcement Officer, in the amount of $16,350.00 but not to exceed 25% of a Federal Officer with a step one ranking of 12 or the amount of $18,649.00.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding in the amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505)955-5355) / David Webb, Lt. Police Department, dwebb@santafenm.gov, (505) 955-5257.

Committee	**Review:**
Finance Committee:	11/01/2021
Quality of Life Committee:	11/03/2021
Governing Board Committee: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 11/03/2021
ISSUE NO. 6B Request for approval of a Memorandum Of Understanding (MOU) – Region III Drug Task Force Agreement between the Department of Public Safety and City of Santa Fe Police Department as a sub-recipient of the Region III High Intensity Drug Trafficking Areas Funding in the amount of $18,649. (Paul Joye, Deputy Chief of Police, pmjoye@santafenm.gov, (505)955-5355) / David Webb, Lt. Police Department, dwebb@santafenm.gov, (505) 955-5257. Committee Review: Finance Committee: 11/01/2021 Quality of Life Committee: 11/03/2021 Governing Board Committee: 11/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/10/20212 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico
Memorandum

DATE: October 22, 2021

TO: Finance Committee

VIA: Mary T. McCoy MM
MM
Finance Director

FROM: Andy Hopkins AJH
Acting Budget Officer

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution for the Quarter Ending September 30, 2021 (First Quarter)

BACKGROUND AND SUMMARY:

Attached is a Resolution listing increases/decreases to the FY 2021/22 operating and CIP budget. All of these amendments are included in this amendment Resolution because they result in a net increase or decrease to the various funds affected, and thus require Department of Finance and Administration/Local Government Division ("DFA/LGD") approval as part of the quarterly budget Resolution. The schedule of detail supporting these increases/decreases is presented in four sections:

A. Amendments to FY 2021/22 Budget That Have Previously Been Approved by City Council: these budget amendments have been previously approved by the Governing Body, and reflect amendments that exceed $60,000 and that result in a net increase or decrease to any funds (and do not represent re-appropriations of unspent budget amounts from the prior year); per City ordinance, such amendments require Governing Body approval. They are included in this Resolution for the purpose of summarizing all quarterly budget amendments on a single resolution to provide to the New Mexico Department of Finance and Administration/Local Government Division (DFA/LGD) for their review and approval. Presentation of these amendments on a single resolution in this way is much more efficient than the alternative of presenting a revised resolution to DFA/LGD for each and every individual budget amendment approved by City Council.

B. Amendments to FY 2021/22 Budget That Have Not Previously Been Approved by City Council: these amendments were approved by and executed under the authority of the Finance Director (if the net budgetary change to any fund was under $5,000) or the City Manager (if the net budgetary change was between $5,000 and $60,000), as per City ordinance. Also included are purely technical corrections and re-appropriations of unspent prior year budget amounts (including amounts over $60,000), which, per City ordinance,

are approved and entered based on the prior year's City Council-approved budget authority, and subsequently submitted on a quarterly basis for City Council review and approval.

C. Joint Operations (Buckman Direct Diversion & Santa Fe Solid Waste Management Agency) – Board-Approved Amendments to FY 2021/22 Budget: as the title of this section attests, these amendments reflect net changes to the Buckman Direct Diversion (BDD) and SF Solid Waste Management Agency (SFSWMA) joint operations budgets, approved and entered under the authority of the governing boards of those entities. Like the amendments outlined above, these budgetary changes are included in this Resolution for the purpose of presenting all quarterly net budgetary fund changes to DFA/LGD for its approval as required.

D. Summary of All Quarterly Amendments to FY 2021/22 Budget by Fund: this section summarizes the net changes to all City funds detailed in the previous three sections (A-C). As shown at the bottom of this section, these amendments result in a net increase to the City's overall expenditure budget of $118,097,194 and a net increase to the overall revenue budget of $72,180,004. The resulting net expenditure increase of $45,917,190 (over and above additional revenue) is supported by current budgeted revenues and/or available fund balances.

The Budget Office submits all amendments resulting in net budgetary fund changes on a quarterly basis for Finance Committee consideration and City Council approval, and subsequently submits said amendments to DFA/LGD after approval by the Governing Body.

ACTION RECOMMENDED:

Recommend these amendments to the Governing Body for approval. After City Council approval, the Resolution will be forwarded to DFA/LGD for its approval as required.

ATTACHMENTS:

Resolution
Budget Amendments
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

APPROVING FIRST QUARTER BUDGET AMENDMENTS FOR FISCAL YEAR 2021/2022.

WHEREAS, a First Quarter Review of the Fiscal Year 2021/2022 Budget shows a need to address significant priorities; and

WHEREAS, those budget priorities have been addressed through budget adjustment requests, approved by either the Governing body, City Manager, or Finance Director, or other authorized entity, as permitted by the amount and type of the adjustment; and

WHEREAS, the Department of Finance and Administration, Local Government Division, requires a resolution adopted by the Governing Body on a quarterly basis to authorize the adjustments.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body does request authorization for budget amendments as detailed on the attached Resolution Detail by Fund (see Attachment), hereby incorporated as part of this resolution.

BE IT FURTHER RESOLVED that it is respectfully requested that authorization to implement the First Quarter Budget Amendments be granted by the Local Government Division of the New Mexico Department of Finance and Administration.

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

_____

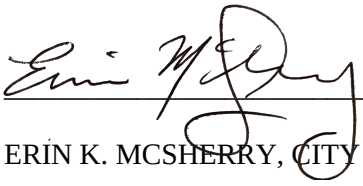
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

_____

LOCAL GOVERNMENT DIVISION

N.M. DEPARTMENT OF FINANCE

AND ADMINISTRATION

Legislation/2021/Resolutions/First Quarter Budget Adjustments FYE22

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [A]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [A]: BUDGET AMENDMENTS PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
Council-Approved Capital Improvements Program (CIP) Budget Amendments:					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient start-up funding for the Southside Teen Center CIP project *[CC apvd. 9/8/21, #10-g]*	$ 4,000,000	$ -	$ (4,000,000)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to cover critical arterial and residential road rehabilitation projects *[CC apvd. 8/11/21, #11-c]*	2,990,000	-	(2,990,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 9/29/21, #10-m]*	850,000	-	(850,000)
232	Impact Fees Fund	Allocation of Roads Impact Fees to the Arroyo de los Chamisos Crossing CIP project *[CC apvd. 9/29/21, #10-k]*	250,000	-	(250,000)
232	Impact Fees Fund	Allocation of Parks Impact Fees to the Dawson Park CIP Project *[CC apvd. 8/11/21, #11-f]*	136,059	-	(136,059)
320	CIP Facilities	Appropriation from FY21 GRT earned in excess of budgeted estimates to provide sufficient start-up funding for the Southside Teen Center CIP project *[CC apvd. 9/8/21, #10-g]*	4,000,000	4,000,000	-
325	CIP Special Projects	Appropriation of NM DFA Severance Tax Bond grant for purchase of Fire Department vehicle-mounted thermal imaging cameras *[CC apvd. 8/25/21, #10-g]*	125,000	125,000	-
325	CIP Special Projects	Appropriation of NM DFA Severance Tax Bond grant for purchase of positive pressure ventilation fans for the Fire Department *[CC apvd. 8/25/21, #10-g]*	82,600	82,600	-
330	CIP Streets & Roadways	Appropriation from FY21 GRT earned in excess of budgeted estimates to cover critical arterial and residential road rehabilitation projects *[CC apvd. 8/11/21, #11-c]*	2,990,000	2,990,000	-
330	CIP Streets & Roadways	Allocation of Roads Impact Fees to the Arroyo de los Chamisos Crossing CIP project *[CC apvd. 9/29/21, #10-k]*	250,000	250,000	-
330	CIP Streets & Roadways	Appropriation of NM DOT grant for the ongoing Agua Fria/S. Meadows Intersection CIP project *[CC apvd. 8/11/21, #10-e]*	150,208	150,208	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees to the Dawson Park CIP Project *[CC apvd. 8/11/21, #11-f]*	136,059	136,059	-
500	Waste Water Management	Appropriation from available revenue for the Wastewater Aeration System project *[CC apvd. 9/29/21, #10-l]*	750,968	-	(750,968)
505	Water Management	Appropriation from available balance for priority water line replacements *[CC apvd. 9/8/21, #10-e]*	3,500,000	-	(3,500,000)
505	Water Management	Appropriation from available balance for on-call project engineering assistance services *[CC apvd. 6/9/21, #11-e]*	1,084,376	-	(1,084,376)
505	Water Management	Appropriation from available balance for consruction services on citywide Water CIP projects *[CC apvd. 7/28/21, #10-j]*	542,188	-	(542,188)
505	Water Management	Appropriation from available balance for water resource planning/modeling services per MOA with the US Bureau of Reclamation *[CC apvd. 6/9/21, #11-h]*	298,448	-	(298,448)
540	Transit Bus System	Allocation of Roads Impact Fees to the Camino Entrada Roundabout CIP project *[CC apvd. 9/29/21, #10-m]*	850,000	850,000	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
545	Airport	Appropriation of FAA/US DOT grant for the Airport Runway 2 Safety Area project *[CC apvd. 7/28/21, #10-i]*	607,296	607,296	-
Subtotal - Council-Approved Capital Improvements Program (CIP) Budget Amendments			***$ 23,593,202***	***$ 9,191,163***	***$ (14,402,039)***
Other Council-Approved Budget Amendments:					
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of Police body cameras *[CC apvd. 9/8/21, #10-b]*	$ 902,076	$ -	$ (902,076)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of a street sweeper and plow to maintain Cerrillos Road and St. Michaels Drive per agreement with NM DOT *[CC apvd. 8/11/21, #11-d]*	750,000	750,000	-
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates to fund the settlement agreement with the AFSCME Union in PELRB Case #106-20 *[CC apvd. 9/29/21, #10-n]*	700,000	-	(700,000)
100	General Fund	Appropriation of NM DOT overtime reimbursement grant for the End Driving While Impaired, Click it or Ticket, and Selective Traffic Enforcement Programs *[CC apvd. 7/14/21, #10-d]*	89,304	89,304	-
100	General Fund	Appropriation of SF County reimbursement grant for DWI program staff overtime *[CC apvd. 8/11/21, #10-a]*	40,000	40,000	-
223	Law Enforcement	Appropriation from FY21 GRT earned in excess of budgeted estimates to purchase three Police vehicles and associated equipment *[CC apvd. 9/8/21, #10-a]*	230,000	-	(230,000)
223	Law Enforcement	Appropriation of US Dept. of Justice Emergency Supplemental Grant for Police staff PPE purchases *[CC apvd. 7/14/21, #10-c]*	78,578	78,578	-
241	Senior Citizen Grants/Programs	Adjustment to Senior Nutrition Service Incentive Program grant budget based on final award from the Federal Agency on Aging *[CC apvd. 9/8/21, #10-d]*	(1,642)	(1,642)	-
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for purchase of a street sweeper and plow to maintain Cerrillos Road and St. Michaels Drive per agreement with NM DOT *[CC apvd. 8/11/21, #11-d]*	750,000	-	(750,000)
545	Airport	Appropriation of US DOT/FAA Airport Rescue Grant for Airport operational expenses *[CC Apvd. 9/8/21, #11-d]*	-	2,226,110	2,226,110
545	Airport	Appropriation of US DOT Coronavirus Response Concessions Addendum Grant to support Airport operations *[CC Apvd. 9/8/21, #11-c]*	-	30,578	30,578
Subtotal - Other Council-Approved Budget Amendments			***$ 3,538,316***	***$ 3,212,928***	***$ (325,388)***
TOTAL - Budget Amendments Previously Approved by City Council			***$ 27,131,518***	***$ 12,404,091***	***$ (14,727,427)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [B]

AMENDMENTS TO FY 2021/22 BUDGET THAT HAVE NOT PREVIOUSLY BEEN APPROVED BY CITY COUNCIL

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [B]: BUDGET AMENDMENTS NOT PREVIOUSLY APPROVED BY CITY COUNCIL

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for weed control in City roadway medians	$ 53,144	$ -	$ (53,144)
100	General Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for facilitation assistance to the Community Health and Safety Task Force	50,000	50,000	-
100	General Fund	Re-appropriation of unspent prior year budget for purchase of speed alert message trailers	30,560	-	(30,560)
216	Gross Receipts Tax Fund	Transfer to General Fund from FY21 GRT earned in excess of budgeted estimates for facilitation assistance to the Community Health and Safety Task Force	50,000	-	(50,000)
221	Emergency Services	Adjustment to re-budget remaining portion of State Fire Fund grant to support Fire Department staff and operating costs	765,338	-	(765,338)
221	Emergency Services	Adjustment to re-budget remaining portion of US DHS Homeland Security grant	262,749	262,749	-
223	Law Enforcement	Adjustment to re-budget remaining portion of prior year US Dept. of Justice Edward Byrne Grants for Police equipment, training and supplies	49,607	49,607	-
223	Law Enforcement	Adjustment to NM Law Enforcement Protection Fund grant for Police staff training based on final grant award	(6,400)	(6,400)	-
231	City Drainage Fund	Re-appropriation of unspent prior year budget for ongoing storm water drainage maintenance projects	236,161	-	(236,161)
232	Impact Fees Fund	Allocation of Parks Impact Fees for engineering services related to the El Camino Real Academy trail connector project	22,500	-	(22,500)
233	Transportation Grants	Appropriation of NMHTD grant to support the Safe Routes to Schools program	50,000	50,000	-
233	Transportation Grants	Appropriation of AARP Foundation grant to support the creation of protected bike lanes on City roadways	6,000	6,000	-
240	Community Development	Re-appropriation of unspent prior year budget for the Mobile Hygiene Unit program	100,421	-	(100,421)
251	Library Fund	Re-appropriation of remaining NM GO Bond funding for purchase of Library materials and equipment	192,299	192,299	-
315	CIP Resource Conservation	Re-appropriation of unspent prior year budget for the ongoing LED/solar street lights conversion project	18,410,804	18,206,040	(204,764)
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Southside Teen Center CIP project	4,801,997	4,801,997	-
320	CIP Facilities	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	1,505,919	-	(1,505,919)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing Southside Teen Center CIP project	1,000,000	-	(1,000,000)
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant to support the ongoing Water Street restroom facility project	550,000	550,000	-
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for ongoing Municipal Court Facility CIP projects	360,063	360,063	-
320	CIP Facilities	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing MRC Soccer Valley CIP project	215,117	215,117	-

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
320	CIP Facilities	Re-appropriation of unspent prior year budget for the ongoing City Facilities Solarization CIP project	15,450	-	(15,450)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Broadband Infrastructure CIP project	235,150	-	(235,150)
325	CIP Special Projects	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System project	176,965	-	(176,965)
325	CIP Special Projects	Adjustment to re-budget remaining portion of NMEDD grant for the ongoing Santa Fe Business Incubator CIP project	132,400	132,400	-
330	CIP Streets & Roadways	Re-appropriation of unspent prior year budget for ongoing citywide streets CIP projects	5,281,699	-	(5,281,699)
330	CIP Streets & Roadways	Adjustment to re-budget remaining portion of NM DOT grant for the ongoing Guadalupe Street Reconstruction CIP project	188,000	188,000	-
330	CIP Streets & Roadways	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Agua Fria/S Meadows Intersection CIP project	156,226	156,226	-
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing facilities improvement/renovation CIP projects	3,501,177	-	(3,501,177)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Engineering Division CIP projects	847,387	-	(847,387)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Midtown Property Plan/Site Preparation CIP project	738,953	-	(738,953)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Parking Division CIP projects	546,002	-	(546,002)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Streets GRT Bond CIP projects	521,870	-	(521,870)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing parks/trails improvements CIP projects	513,815	-	(513,815)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing MRC Soccer Valley Improvements CIP project	500,000	-	(500,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Art in Public Places CIP projects	400,000	-	(400,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Wireless System CIP project	261,000	-	(261,000)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing GCCC facility improvements CIP projects	133,281	-	(133,281)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Airport Improvements CIP projects	100,511	-	(100,511)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing MRC CIP projects	99,867	-	(99,867)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Metropolitan Planning Organization improvements project	97,851	-	(97,851)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing City Hall Facility Improvements CIP project	40,068	-	(40,068)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing library facilities CIP projects	33,365	-	(33,365)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for ongoing Ft. Marcy facility improvements CIP projects	24,094	-	(24,094)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Urban Trail Bridges Restoration CIP project	16,455	-	(16,455)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Public Safety Radio System CIP project	4,065	-	(4,065)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Siler Road Facility Improvements CIP project	3,267	-	(3,267)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Siringo Road Facility Improvements CIP project	2,446	-	(2,446)
335	CIP Bond Acquisition	Re-appropriation of unspent prior year budget for the ongoing Tree Root/Paver Repairs CIP project	1,508	-	(1,508)
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant for the Electric Vehicles/Charge Stations CIP project	750,000	750,000	-
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the Kitchen Angels CIP project	216,117	273,126	57,009
345	CIP Community Development	Re-appropriation of unspent prior year budget for the ongoing Diaper Change Stations CIP project	100,000	-	(100,000)
345	CIP Community Development	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the La Communidad de los Ninos project	61,762	61,762	-
350	CIP Arts and Culture	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing El Museo Cultural CIP project	104,390	229,740	125,350
350	CIP Arts and Culture	Adjustment to re-budget remaining portion of NM DFA grant for the ongoing Easter Seals Greenhouse CIP project	118,500	150,000	31,500
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for ongoing parks & trails CIP projects	1,346,371	-	(1,346,371)
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DOT grant to support the ongoing Canada Rincon Trail CIP project	1,025,280	1,025,280	-
355	CIP Parks and Trails	Re-appropriation of unspent prior year budget for ongoing Stormwater CIP projects	742,515	-	(742,515)
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DFA grant to support the SWAN Park CIP project	76,713	76,713	-
355	CIP Parks and Trails	Adjustment to re-budget remaining portion of prior year NM DOT grant to support the Acequia Trail CIP project	66,234	66,234	-
355	CIP Parks and Trails	Allocation of Parks Impact Fees for engineering services related to the El Camino Real Academy trail connector project	22,500	22,500	-
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for the Motorola radio tower site move project	273,677	-	(273,677)
365	½% GRT Income Fund	Appropriation from FY21 GRT earned in excess of budgeted estimates for AS400 system power backup and repairs needed after power outage	57,183	-	(57,183)
365	½% GRT Income Fund	Re-appropriation of unspent prior year budget for ongoing COVID-related City facilities upgrades	54,323	-	(54,323)
500	Waste Water Management	Appropriation for daily wastewater laboratory sampling per NPDES permit requirements	55,000	-	(55,000)
505	Water Management	Appropriation for architectural design services for ADA improvements to the San Mateo Road Public Utilities facility	11,373	-	(11,373)
505	Water Management	Appropriation of salary/benefits increase for a Water Resources Coordinator position to bring the position's salary into line with the appropriate pay range	5,100	-	(5,100)
510	Environmental Services	Re-appropriation of unspent prior year budget for purchase of ESD collection vehicles	1,683,993	-	(1,683,993)

Fund	Fund Title	Amendment Description	Expenditure Increase (Decrease)	Revenue Increase (Decrease)	Budgeted Net Fund Increase (Decrease)
511	Utilities Administration	Appropriation of salary/benefits increase for an Environmental Compliance Specialist position to bring the position's salary into line with the appropriate pay range	31,843	-	(31,843)
515	Railyard Properties	Re-appropriation of unspent prior year budget for ongoing Railyard Improvements CIP projects	125,863	-	(125,863)
520	Santa Fe Convention Center	Re-appropriation of unspent prior year budget for replacement of the Convention Center water heater	62,870	-	(62,870)
525	Midtown Property	Re-appropriation of unspent prior year budget for ongoing Midtown Campus maintenance/repair projects	619,646	-	(619,646)
540	Transit Bus System	Re-appropriation of unspent prior year budget for ongoing Transit CIP projects	6,426,250	-	(6,426,250)
545	Airport	Adjustment to re-budget remaining portion of NM DOT/NM DFA/US FAA grants for ongoing Airport CIP projects	11,267,188	12,057,257	790,069
550	Genoveva Chavez Community Ctr	Re-appropriation of unspent prior year budget for ongoing GCCC facility CIP projects	839,966	-	(839,966)
620	Services to Other Departments	Adjustment of ITT internal service charges to Planning & Land Use for computer hardware/mobile phone purchases and software license costs	59,117	59,117	-
620	Services to Other Departments	Adjustment of ITT internal service charges to the Public Works Administration Division for computer hardware purchases	2,500	2,500	-
620	Services to Other Departments	Adjustment of ITT internal service charges to Economic Development for mobile phone communication charges	400	400	-
TOTAL - Budget Amendments <u>Not</u> Previously Approved by City Council			***$ 69,485,825***	***$ 39,988,727***	***$ (29,497,098)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [C]

JOINT OPERATIONS (BUCKMAN DIRECT DIVERSION & SF SOLID WASTE MANAGEMENT AGENCY) – BOARD-APPROVED AMENDMENTS TO FY 2021/22 BUDGET

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [C]: JOINT OPERATIONS - BOARD-APPROVED BUDGET AMENDMENTS

Fund	*Fund Title*	*Amendment Description*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
800	Buckman Direct Diversion	Adjustments reflecting final BDD Board-approved budget	$ 8,842,711	$ 8,842,711	$ -
800	Buckman Direct Diversion	Re-appropriation of unspent prior year budget for the ongoing BDD security access control and database migration projects	310,000	-	(310,000)
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of raw water lift station pump #4	253,834	253,834	-
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for ongoing water pump and HVAC projects	253,691	253,691	-
800	Buckman Direct Diversion	Appropriation from the BDD Repair & Replacement Fund for replacement of a BDD fleet maintenance work truck	75,402	75,402	-
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of raw water lift station pump #4	253,834	-	(253,834)
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for ongoing water pump and HVAC projects	253,691	-	(253,691)
801	BDD Repair & Replacement Fund	Appropriation from the BDD Repair & Replacement Fund for replacement of a BDD fleet maintenance work truck	75,402	-	(75,402)
810	SF Solid Waste Mgmt Agency	Adjustments reflecting final SFSWMA Board-approved budget	9,080,340	9,085,430	5,090
810	SF Solid Waste Mgmt Agency	Re-appropriation of unspent prior year budget for purchase of a horizontal wood grinder	742,978	-	(742,978)
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equipment Reserve for purchase of a hydraulic excavator	115,502	115,502	-
810	SF Solid Waste Mgmt Agency	Appropriation from SWMA Equpment Reserve for purchase of a walking floor trailer for BuRRT Transfer Station	95,616	95,616	-
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equipment Reserve for purchase of a hydraulic excavator	115,502	-	(115,502)
811	SWMA Equip Replacement Fund	Appropriation from SWMA Equpment Reserve for purchase of a walking floor trailer for BuRRT Transfer Station	95,616	-	(95,616)
812	SWMA Gas Collection Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	200,000	200,000
813	SWMA Cell Developmt Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	415,000	415,000
813	SWMA Cell Developmt Reserve	Appropriation for the Landfill Cells 7-9 Liner CIP project	915,732	-	(915,732)
815	SWMA Closure/Post-Closure Reserve	Adjustment reflecting final SFSWMA Board-approved budget	-	75,000	75,000
816	SWMA CIP Fund	Adjustment reflecting final SFSWMA Board-approved budget	-	375,000	375,000
TOTAL - Joint Operations - Board Approved Budget Amendments			***$ 21,479,851***	***$ 19,787,186***	***$ (1,692,665)***

CITY OF SANTA FE

1ST QUARTER FY 2021/22

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SUB-SECTION [D]

SUMMARY OF ALL QUARTERLY AMENDMENTS TO FY 2021/22 BUDGET BY FUND

CITY OF SANTA FE - FIRST QUARTER FY 2021/2022
SUB-SECTION [D]: TOTAL QUARTERLY AMENDMENTS BY FUND

Fund	*Fund Title*	*Expenditure Increase (Decrease)*	*Revenue Increase (Decrease)*	*Budgeted Net Fund Increase (Decrease)*
100	General Fund	$ 9,605,084	$ 929,304	$ (8,675,780)
216	Gross Receipts Tax Fund	50,000	-	(50,000)
221	Emergency Services	1,028,087	262,749	(765,338)
223	Law Enforcement	351,785	121,785	(230,000)
231	City Drainage Fund	236,161	-	(236,161)
232	Impact Fees Fund	1,258,559	-	(1,258,559)
233	Transportation Grants	56,000	56,000	-
240	Community Development	100,421	-	(100,421)
241	Senior Citizen Grants/Programs	(1,642)	(1,642)	-
251	Library Fund	192,299	192,299	-
315	CIP Resource Conservation	18,410,804	18,206,040	(204,764)
320	CIP Facilities	12,448,546	9,927,177	(2,521,369)
325	CIP Special Projects	752,115	340,000	(412,115)
330	CIP Streets & Roadways	9,016,133	3,734,434	(5,281,699)
335	CIP Bond Acquisition	8,386,982	-	(8,386,982)
345	CIP Community Development	1,127,879	1,084,888	(42,991)
350	CIP Arts and Culture	222,890	379,740	156,850
355	CIP Parks and Trails	3,415,672	1,326,786	(2,088,886)
365	½% GRT Income Fund	1,135,183	-	(1,135,183)
500	Waste Water Management	805,968	-	(805,968)
505	Water Management	5,441,485	-	(5,441,485)
510	Environmental Services	1,683,993	-	(1,683,993)
511	Utilities Administration	31,843	-	(31,843)
515	Railyard Properties	125,863	-	(125,863)
520	Santa Fe Convention Center	62,870	-	(62,870)
525	Midtown Property	619,646	-	(619,646)
540	Transit Bus System	7,276,250	850,000	(6,426,250)
545	Airport	11,874,484	14,921,241	3,046,757
550	Genoveva Chavez Community Ctr	839,966	-	(839,966)
620	Services to Other Departments	62,017	62,017	-
800	Buckman Direct Diversion	9,735,638	9,425,638	(310,000)
801	BDD Repair & Replacement Fund	582,927	-	(582,927)
810	SF Solid Waste Mgmt Agency	10,034,436	9,296,548	(737,888)
811	SWMA Equip Replacement Fund	211,118	-	(211,118)
812	SWMA Gas Collection Reserve	-	200,000	200,000
813	SWMA Cell Developmt Reserve	915,732	415,000	(500,732)
815	SWMA Closure/Post-Closure Reserve	-	75,000	75,000
816	SWMA CIP Fund	-	375,000	375,000
QUARTERLY TOTAL - ALL FUNDS		***$ 118,097,194***	***$ 72,180,004***	***$ (45,917,190)***

FIR No. #TBD

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance

Staff Completing FIR: Andy Hopkins Date: 10/22/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:

The purpose of the Resolution is to make 1st Quarter FY 2021/2022 budget amendments, increases and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances and increases supported by available revenue.

Departments Affected:

Various.

Consequences of Not Enacting Legislation:

The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None.

Performance and Administrative Implications:

None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:

See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and	$ †	$ 0	$ 0	N	NR	†	
Benefits*							
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/	$ †	$ 0	$ 0				
Professional Services							
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

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

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

FIR No. 10363

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): First Quarter Budget Amendments, Fiscal Year 2021/2022

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Finance Department

Staff Completing FIR: Andy Hopkins Date: 10/22/2021 Phone: 955-6177

Reviewed by City Attorney: _____ Date: Oct 25, 2021

Reviewed by Finance Director: _____ Date: Oct 25, 2021

Summary:
The purpose of the Resolution is to make 1st Quarter FY 2021/2022 budget amendments, increases, and decreases to various funds, including adjustments for department priorities, grant adjustments, prior year encumbrances, and increases supported by available revenue.

Departments Affected:
Various.

Consequences of Not Enacting Legislation:
The budget will not sufficiently reflect actual revenues and expenditures. Necessary adjustments cannot be submitted for NM DFA approval as required by the State.

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

Performance and Administrative Implications:
None; staff have already performed necessary actions to comport with the purpose of the budget amendments.

Fiscal Implications:
See Resolution attachments – Resolution Detail by Fund

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE 24	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ †	$ 0	$ 0	N	NR	†	
Capital Outlay	$ †	$ 0	$ 0	N	NR		
Contractual/ Professional Services	$ †	$ 0	$ 0				
Operating	$ †	$ 0	$ 0			†	$ †
Total:	$ †	$ 0	$ 0				$ †

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

Expenditure Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted expenditures and transfers out.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$ †	$ 0	$ 0	NR	
Special Revenue	$ †	$ 0	$ 0	NR	
CIP	$ †	$ 0	$ 0	NR	
Enterprise	$ †	$ 0	$ 0	NR	
Internal Service	$ †	$ 0	$ 0	NR	
Trust and Agency	$ †	$ 0	$ 0	NR	
Federal	$ †	$ 0	$ 0	NR	
Other	$ †	$ 0	$ 0	NR	†
Total	$ †	$ 0	$ 0		

Revenue Narrative:

City Council approval is required for all of the previous quarter's changes to budgeted revenues and transfers in.

† *See Attachments – Resolution Detail by Fund*

Signature: *Andy Hopkins*

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

CONSIDERATION OF RESOLUTION NO 2021-__. (Mayor Webber) A Resolution Approving First Quarter Budget Amendments for Fiscal Year 2021-2022. (Andy Hopkins, Acting Budget Officer: ajhopkins@santafenm.gov, 505-955-6177)

Committee	**Review:**
Introduced:	10/27/21
Finance Committee:	11/01/21
Public Works and Utilities Committee:	11/8/21
Governing Body: 11/10/21	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 27/09/2021

Meeting End Date - 28/09/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

Item Type - lease

Item Owner - Terry Lease

Item Background -

Item Sponsor -

Item Tracking Number - 21-12387

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

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

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:33:09

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 New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — OCTOBER 4TH 2021
AND GOVERNING BODY — OCTOBER 13TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AT BUCKMAN BOOSTER STATION NO. 4.

ITEM AND ISSUE:
Staff seeks approval of a lease agreement with Cellco Partnership d/b/a Verizon Wireless for theuse of an existing, City-owned water tank and nearby ground space at the Buckman Booster StationNo. 4 located on Camino La Tierra in Santa Fe County.

BACKGROUND AND SUMMARY:
The proposed agreement allows the lessee to continue to operate and maintain telecommunications facilities installed under a previous Option and Easement Agreement between each party's predecessor-in-interest at the property. Under the new agreement, rent increases from $646/month to $2,000/month and thereafter escalates annually at a rate of 2.5%. The initial lease term is fiveyears, with the lessee's option to extend the agreement for three additional five-year terms. $613,072 in total projected revenue will accrue to Public Utilities enterprise business unit 51300.The effective date of the lease coincides with the termination of the Option and Easement Agreement. Any new or expanded facilities would require a lease amendment to be enacted by the Governing Body. Upon termination, the lessee will remove its equipment and facilities and returnthe premises to the City.

A previous version of the proposed agreement was approved by the Governing Body in April, 2020 but not executed. In this current version the lessee's name has been corrected; the lease premises and access road are further delineated; the description n of the lessee's facilities is correlated to definitions in federal rules in order to clarify the lessee's right to install equipmentupgrades; and the cost to relocate the lessee's facilities if required, shall be reimbursed by the City.

ACTION REQUESTED:
Staff recommends approval of the lease agreement attached hereto.

ATTACHMENTS:
Proposed lease agreement with Exhibits A, B and C (41 pages)
Fiscal Impact Report (NOT USED)
Summary of Contracts (2 pages)
Certificate of Insurance (2 pages)

ITEM _____

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA FE
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This **LEASE AGREEMENT** ("Agreement") is entered into this _____ day of _____ 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico ("Lessor") and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a VERIZON WIRELESS, ("Lessee") (collectively, the Parties, and each individually, a Party).

WHEREAS:

Lessor is the owner of a certain property known to the Lessor as BUCKMAN BOOSTER STATION NO. 4 and to the Lessee as NM4 LAS CAMPANAS (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

1. **PREMISES**

A. Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

3. **PERMITTED USE**

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement.

B. The existing Base Station is described and illustrated in **Exhibit C** to this Agreement.

C. Eligible Facilities Request. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment; (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (Eligible Facilities Request) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. Other Modifications. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. Failure to Provide Consent. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. Installation and Construction. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (Pre-Construction Meeting) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule.

G. Repairs. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (Repairs) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. Relocation. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

5. UTILITIES

A. Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on **Exhibit B**. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use. Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee delivers to Lessor written notice of Lessee's intent not to automatically renew at lease ninety (90) days before the end of the then current term. The initial Term and any Renewal Terms are hereinafter referred to collectively as the "Term" with three (3) "Optional Additional Terms" of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars ($2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply to first to any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) (Rent Escalation) over the Rent and Holdover Rent in effect during the prior month.

8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in **Exhibit C**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace its facilities and equipment.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Property and the Access Road, to the extent caused by Lessee's (i) construction, operation, maintenance, or other use; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Property and the Access Road to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

9. HOLDOVER & HOLDOVER RENT

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B. Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that exist as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11A., and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Base Station, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax actually payable by Lessor provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, or the Access Road.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes-previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which the Agreement may be Sold, Assigned or Transferred. Lessor acknowledges and agrees that this Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

(i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Agreement if the performance

remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Agreement:

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or

(iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Agreement pursuant to Section 16.A(iii), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent (if any) for the then current lease year. Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Agreement if:

(i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Property or Access Road, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Property or the Access Road is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Property and Access Road, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Property or the Access Road, except as specifically provided for pursuant to this Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, or the Access Road, to the extent

caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, or the Access Road before the date of this Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Agreement.

21. NOTICES

All notices and demands in regards to this Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22 WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of the Lessee's facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibits attached hereto, the words of this Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person

acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor- authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Property and the grantee of the Access Road, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the Santa Fe County land Development Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Lessee's facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Agreement. In no event shall such indemnification obligations under this Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, or the Access Road, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Lessee's facilities, except to the extent

such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with; and

(v) any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Property or the Access Road. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Property or Access Road, or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Agreement.

C. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any Section or provision of this Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630,126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property.

R. No Partnership. This Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement. Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

ITEM _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this_____day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:41 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

51150.460350
BUSINESS UNIT/LINE ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of_____, 2021 by Desmond Jackbir.

Commission Expires: _____
(Seal)

_____
Notary Public

EXHIBIT A
Special Warranty Deed
(6 pages)

SPECIAL WARRANTY DEED
(Real Property/Urban)

PUBLIC SERVICE COMPANY OF NEW MEXICO (including its division Sangre de Cristo Water Company), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;

2. Liens for taxes, assessments and governmental charges not yet due and payable;

3. Zoning laws and ordinances and similar governmental land use regulations; and

4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.

COUNTY CLERK
JOHN G. ARMIJO
SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE } ss
STATE OF NEW MEXICO 909 973
I hereby certify that this instrument was filed for record on the 3 day of July A.D. 19 at 9:55 o'clock a m and was duly recorded in book 1113, page 317 - 325 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.
Veronica Clayton
Deputy

Exhibit A

1178379

EXHIBIT INDEX TO SPECIAL WARRANTY DEED
(REAL PROPERTY/URBAN)

EXHIBIT	TRACT NO.	COMMON NAME
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
* L	Tract 26	Santa Fe Well
M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

Exhibit A

1178417

FEE SIMPLE: TRACT 27
Buckman Booster Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E., N.M.P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T.17 N., R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No. 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Pouls Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300.15 feet to a S. & W. capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

TOGETHER WITH

EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows:
Beginning at a point on the west property line of Booster Station No. 4, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described. Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Exhibit A

1178418

SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 644, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

1178419

Exhibit A

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

ITEM _____

Exhibit B
Existing Utility Route Sketch
(2 pages)

Exhibit B

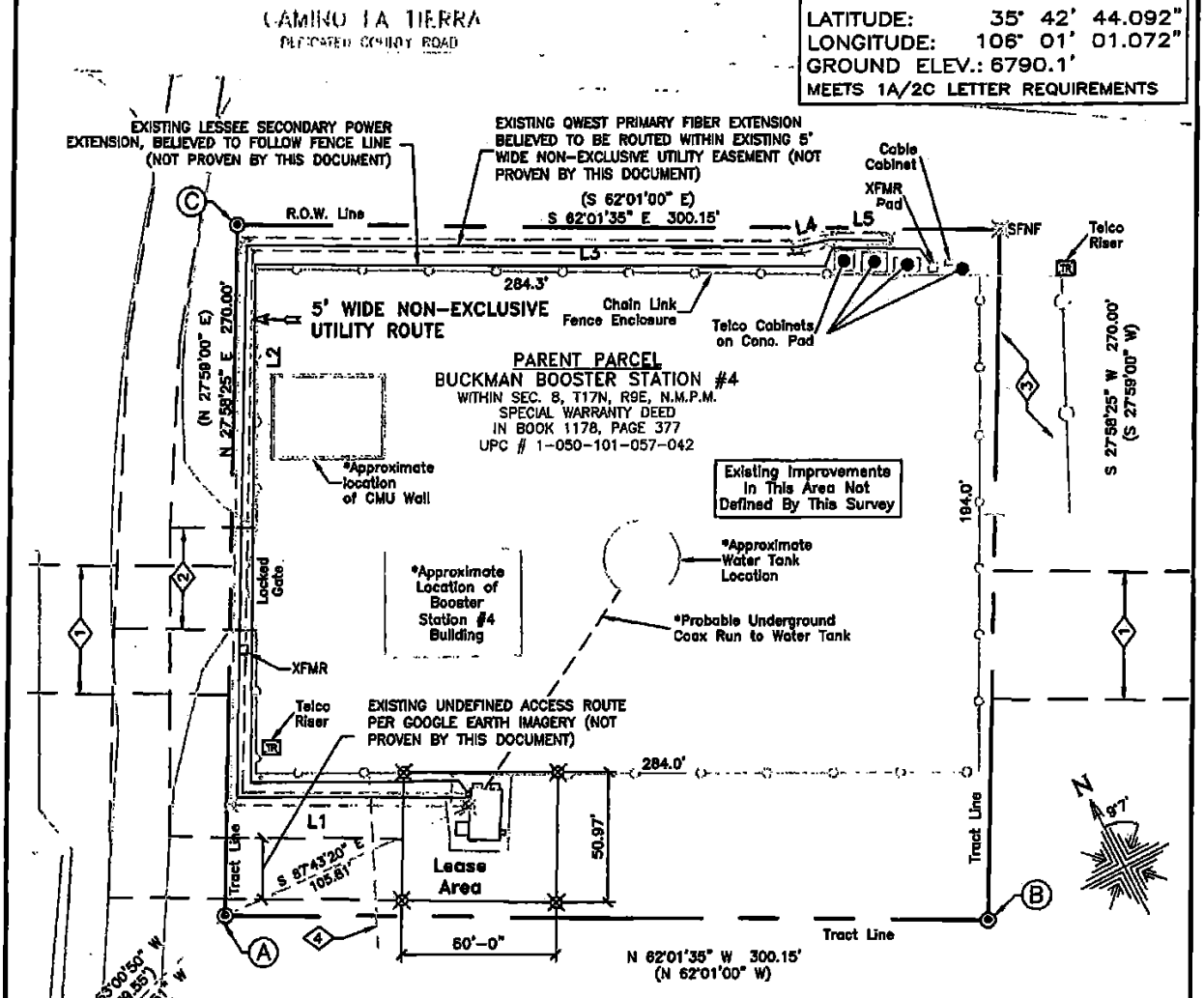
EXISTING UTILITY ROUTE SKETCH

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

COORDINATE REPORT (NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS



LEGEND

- FOUND 5/8" REBAR W/ALUMINUM CAP STAMPED "K&P 1358 20" [SW CORNER SECTION 8]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- ( ) BEARING AND DISTANCE IN PARENTHESIS ARE FROM DOCUMENTS OF RECORD
- * SHOWN FOR REFERENCE, NOT DEFINED BY THIS SURVEY

NOTES:

1) UTILITY ROUTES SHOWN HEREIN ARE BASED ON HISTORICAL DATA AND REASONABLE ASSUMPTIONS, AND ARE NOT PROVEN BY THIS DOCUMENT.
2) PRIVATE UTILITY LOCATES ARE RECOMMENDED TO CONFIRM THE ROUTES SHOWN.

LINE	BEARING	DISTANCE
L1	N 62°01'35" W	91.45'
L2	N 27°58'25" E	216.48'
L3	S 62°01'35" E	217.21'
L4	S 76°33'37" E	13.57'
L5	S 62°01'35" E	21.69'

60'-0" 0 60'-0"
30' 15'
SCALE: 1" = 60'-0"

DESIGNED FOR: verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY: JS INFRASTRUCTURE PARTNERS

PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK1
DATE: 10/11/2019 9:40 AM	

Exhibit B

KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "S&W 5837"

<1> 50' WIDE P.N.M. WATERLINE EASEMENT BOOK 092, PAGE 978-984 SANTA FE COUNTY RECORDS

<2> 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 975 SANTA FE COUNTY RECORDS

<3> GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

<4> CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 045]

REFERENCE DOCUMENTS:	
1.	NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2.	SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY, NM.
3.	GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR) AND PUBLIC SERVICE COMPANY OF MEW MEXICO (GRANTEE), RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975, RECORDS OF SANTA FE COUNTY, NM.
4.	MEMORANDUM OF OPTION & EASEMENT AGREEMENT, BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR) AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS DOCUMENT NO. 903.924, IN BOOK 1162, PAGE 647, RECORDS OF SANTA FE COUNTY, NM.
5.	PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK 278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY:
INFRASTRUCTURE PARTNERS

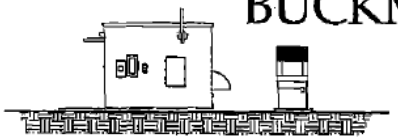
PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK2
DATE: 10/11/2019 9:40 AM	

Exhibit C

verizonwireless

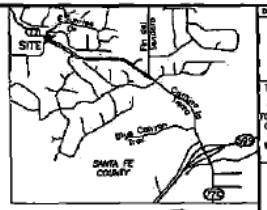
NM4 LAS CAMPANAS
BUCKMAN BOOSTER STATION #4

PARCEL NO. #1050101057042
SANTA FE, NEW MEXICO
SANTA FE COUNTY



SOUTHWEST ELEVATION
SCALE: N.T.S.

GENERATOR INSTALLATION PROJECT



VICINITY MAP
SCALE: 1" = 4375' NORTH

PREPARED FOR:
verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF TOWERCOM TECHNOLOGIES, LLC AND PROVIDED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF TOWERCOM TECHNOLOGIES, LLC.

TowerCom TECHNOLOGIES
4520 MONTGOMERY BLVD, NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-332-4854 Fax: 505-332-4856

REV	SHEET TITLE	DATE	BY
1	PRELIMINARY - SHORT TERM DISTRIBUTION	05/05/08	DAM
2	APPROVED FOR CONSTRUCTION	11/07/08	MDD
3	REVISED LANDSCAPING PLANT	04/29/09	LAB
4	REVISED LEASE AREA AND EQUIPMENT LAYOUTS	10/23/09	RT

APPROVED FOR CONSTRUCTION

PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION

PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE
TITLE SHEET

PROJECT NUMBER
07-057-131

SHEET NUMBER
T1

SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	2
SP1	SPECIFICATION & PHOTO SHEET	2
C1	SITE PLAN	2
C2	VERIZON WIRELESS SITE PLAN	2
C3	ELEVATIONS	2
C4	SECTIONS & DETAILS	2
E1	ELECTRICAL/GENERATOR SPECS AND FUEL & GAS LINE SIZING	2
LS1	LANDSCAPING SITE PLAN	2
SU1	SURVEY BOUNDARY/LIMIT CONFIRMATION/EASEMENT PLAT	B
SU2	SURVEY OF THE ENTIRE TOWNSHIP/RANGE SECTION	B
SU3	EXISTING CONDITIONS OF PARENT TRACT	B

PROJECT INDEX:

APPLICANT:
VERIZON WIRELESS
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF DEWALT
PHONE: 505-250-3004

ENGINEER/DESIGNER:
TOWERCOM TECHNOLOGIES LLC
4520 MONTGOMERY BLVD. NE,
SUITE 5
ALBUQUERQUE, NM 87109

CONTACT: JASON DICKMAN, PE
PHONE: 505-332-4854

SURVEYOR:
TOWERCOM TECHNOLOGIES LLC
4520 MONTGOMERY BLVD. NE,
SUITE 5
ALBUQUERQUE, NM 87109

CONTACT: L. DEAN VAN METRE, PPLS
PHONE: 915-474-2953

DRIVING DIRECTIONS:

FROM ALBUQUERQUE INTERNATIONAL AIRPORT HEAD WEST ON SUNPORT BLVD. TO INTERSTATE 25, TAKE I-25 NORTH FOR 51.6 MILES TOWARD SANTA FE, AT EXIT 276A TAKE SR-599, FOR 10.2 MILES TOWARD CAMINO LA TIERRA, TURN LEFT ONTO CAMINO LA TIERRA, FOR 1.9 MILES, TURN LEFT ONTO DIRT ROAD AND SITE IS ON LEFT SIDE OF ROAD.

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, UNLESS INDICATED OTHERWISE.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS-BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE):

PROPERTY OWNER:	SANCHE DE CRISTO WATER CO. 891 WEST SAN MATEO SANTA FE, NM 87502 PHONE: (505) 473-3290
ASSESSOR'S PARCEL NO:	1050101057042
OCCUPANCY CLASSIFICATION:	U - UTILITY & MISC.
TYPE OF CONSTRUCTION:	TYPE V-B

ITEM:	REQUIRED/ALLOWED:	PROVIDED:	COMPLIANCE:
FIRE SPRINKLERS:	NO	N/A	YES
FIRE ALARM:	NO	YES, ALARMED BACK TO MARKET SWITCH FACILITY	YES
BUILDING HEIGHT:	UP TO 50'	N/A	YES
BUILDING STORIES:	2	N/A	YES
BUILDING AREA:	UP TO 9,000 SQ FT.	N/A	YES
OCCUPANT LOAD:	N/A	N/A	YES
NUMBER OF EXITS:	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS:	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BUILDING ELEMENTS:	1 HOUR	N/A	YES
PROTECTION OF OPENINGS:	N/A	N/A	YES
NON-SEPERATED OR SEPERATED USES	N/A	N/A	YES
ROOF COVERING MATERIAL:	CLASS B	N/A	YES
PLUMBING FIXTURES:	NONE	N/A	YES
SPECIAL INSPECTIONS:	N/A	N/A	YES

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

PROJECT DESCRIPTION:

THE SCOPE OF THIS PROJECT SHALL INVOLVE THE INSTALLATION OF ONE (1) 60KW DIESEL BACK-UP GENERATOR WITH BELLY FUEL TANK AND THE INSTALLATION OF A NEW CHAIN LINK FENCE.

ABBREVIATED LEGAL DESCRIPTION:

SITUATE WITHIN SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M. SANTA FE COUNTY, NEW MEXICO

Exhibit C

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTORS RESPONSIBILITY.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXCESS SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEVATIONS AS NECESSARY TO INSURE A SITE FREE OF DRAINAGE PROBLEMS.
6. CONTRACTOR SHALL COORDINATE A CONSTRUCTION LAYDOWN AREA WITH THE PROPERTY OWNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED IN WITH TEMPORARY (45 DAY) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION AND THE LAYDOWN AREA RESTORED TO ITS ORIGINAL CONDITION.
7. ALL SOIL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTRACTOR TO COMPACT ALL SOIL INTENDED TO SUPPORT ALL FOUNDATION AND FOOTINGS.
8. SURVEY INFORMATION SHOWN WAS CREATED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

CHAIN LINK FENCE NOTES:

INSTALL FENCING PER ASTM F-567. SWING GATES PER ASTM F-900)

1. GATE POST: 4" SCHEDULE 40 PIPE FOR GATE WIDTHS UP THROUGH 6 FEET OR 12 FEET FOR DOUBLE SWING GATE, PER ASTM F-1083.
2. LINE POST: 2" (2.375 O.D.) SCHEDULE 40 PIPE PER ASTM F-1083, 10'-0" MAX. SPACING BETWEEN POSTS.
3. CORNER POST: 3" SCHEDULE 40 PIPE PER ASTM F-1083.
4. GATE FRAME: 1 1/2" (1.875" O.D.) SCHEDULED 40 PIPE, PER ASTM F-1083.
5. TOP RAIL & BRACE RAIL: 1 1/2" (1.875" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
6. FABRIC: 9 GA. CORE WIRE SIZE 2" MESH, CONFORMING TO ASTM A-392.
7. TIE WIRE: MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS A SINGLE WRAP OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX 24" INTERVALS.
8. TENSION WIRE: 7 GA. GALVANIZED STEEL.
9. BARBED WIRE: DOUBLE STRAND 12-1/2" O.D. TWISTED WIRE TO MATCH WITH FABRIC 14 GA. 4 PT. BARBS SPACED ON APPROXIMATELY 5" CENTERS.
10. GATE LATCH: 1 3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CATCH AND LOCK.
11. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENTS SHALL BE COMPLIED WITH IF REQUIRED.

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. ROOF LIVE LOADS: SECTION 1607.11.2 APPLIES
   Lr = 20R1R2
   R1 = 1.0 (A≤200FT²)
   R2 = 1.0 (F≤4)
3. WIND LOADS: SECTION 1609 AND ASCE 7 SECTION 6.4.1 APPLIES
   EXP B, Vas =100MPH
   HEIGHT & EXPOSURE COEF. = 1.0
   IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.6.2 AND ASCE 7 SECTION 9.5.4 APPLIES "SIMPLIFIED ANALYSIS PROCEDURE". ASCE 7 SECTION 9.5.2.5.1 SATISFIED.
   SEISMIC USE GROUP I, SITE CLASS D
   $V = \frac{1.2 S_{DM}}{R}$
   Fa = SITE COEF. = 1.4
   SI = SPECTRAL ACCELERATION = 0.5
   $S_{MS} = F_a S_S = 0.70$
   $S_{DS} = (2/3) S_{MS} = 0.467$

CONCRETE NOTES:

1. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI @28 DAYS.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
3. CONTRACTOR SHALL PROVIDE CLEARANCE FOR ALL REBAR OF 3" UNLESS NOTED OTHERWISE.
4. ALL REBAR SHALL BE SUPPORTED ABOVE SOIL SURFACE WITH ACI-APPROVED METAL REBAR CHAIRS.

GENERATOR INFORMATION:

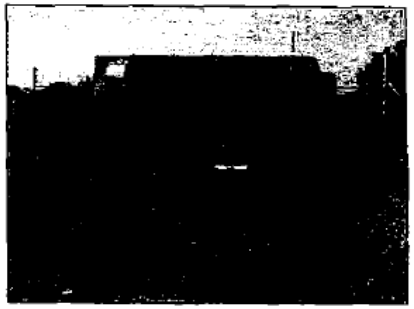
1. THE INTENDED USE OF THIS GENERATOR IS FOR BACK-UP POWER PURPOSES ONLY. THE GENERATOR WILL BE PERIODICALLY CYCLED AND EXERCISED TO ENSURE CONTINUED RELIABILITY.
2. THIS GENERATOR OPERATES AT AN AVERAGE SOUND LEVEL OF 67 DECIBELS WHICH IS COMPARABLE TO THE SOUND LEVEL OF A NORMAL CONVERSATION BETWEEN TWO PEOPLE (70 DECIBELS).

LEGEND OF SYMBOLS

- REFERENCE LETTER OR NUMBER / SECTION OR DETAIL / SCALE
- SHEET WHERE DRAWN / SHEET WHERE TAKEN
- EQUIPMENT OR FIXTURE NUMBER
- KEYED NOTE
- T.C. 1831.33 / F.L. 1831.00 — SPOT ELEVATION
- TOP OF WALL 1839.00 — CONTROL OR DATUM POINT
- PROPERTY LINE
- 1831 — EXISTING CONTOUR
- 1831 — NEW CONTOUR
- SECTION LETTER / SHEET WHERE DRAWN / SHEET WHERE TAKEN
- DETAIL NUMBER / SHEET WHERE DRAWN / SHEET WHERE TAKEN

SYMBOLS USED AS ABBREVIATIONS:

∠ └	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
C	CHANNEL	⌀	SQUARE
¢	PENNY	~	APPROXIMATELY



VIEW OF NEW GENERATOR LOCATION



VIEW OF NEW GENERATOR LOCATION

APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111

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TowerCom TECHNOLOGIES
(505) MONTGOMERY BLVD. NE, STE. 9 ALBUQUERQUE, NM 87109
Tel 505-232-1604 Fax 505-232-1689

REV	DESCRIPTION	DATE	BY
A	PRELIMINARY - NOT FOR CONSTRUCTION	06/04/07	LRD
B	UPDATED LANDSCAPING PLAN	08/30/07	LRD
C	UPDATED LANDSCAPING PLAN	11/29/07	MT
1	ISSUED LEASE AREA FOR COMPLIANT DRAWINGS	10/24/08	TIT

JASON D. DICKMAN
NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER

PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION

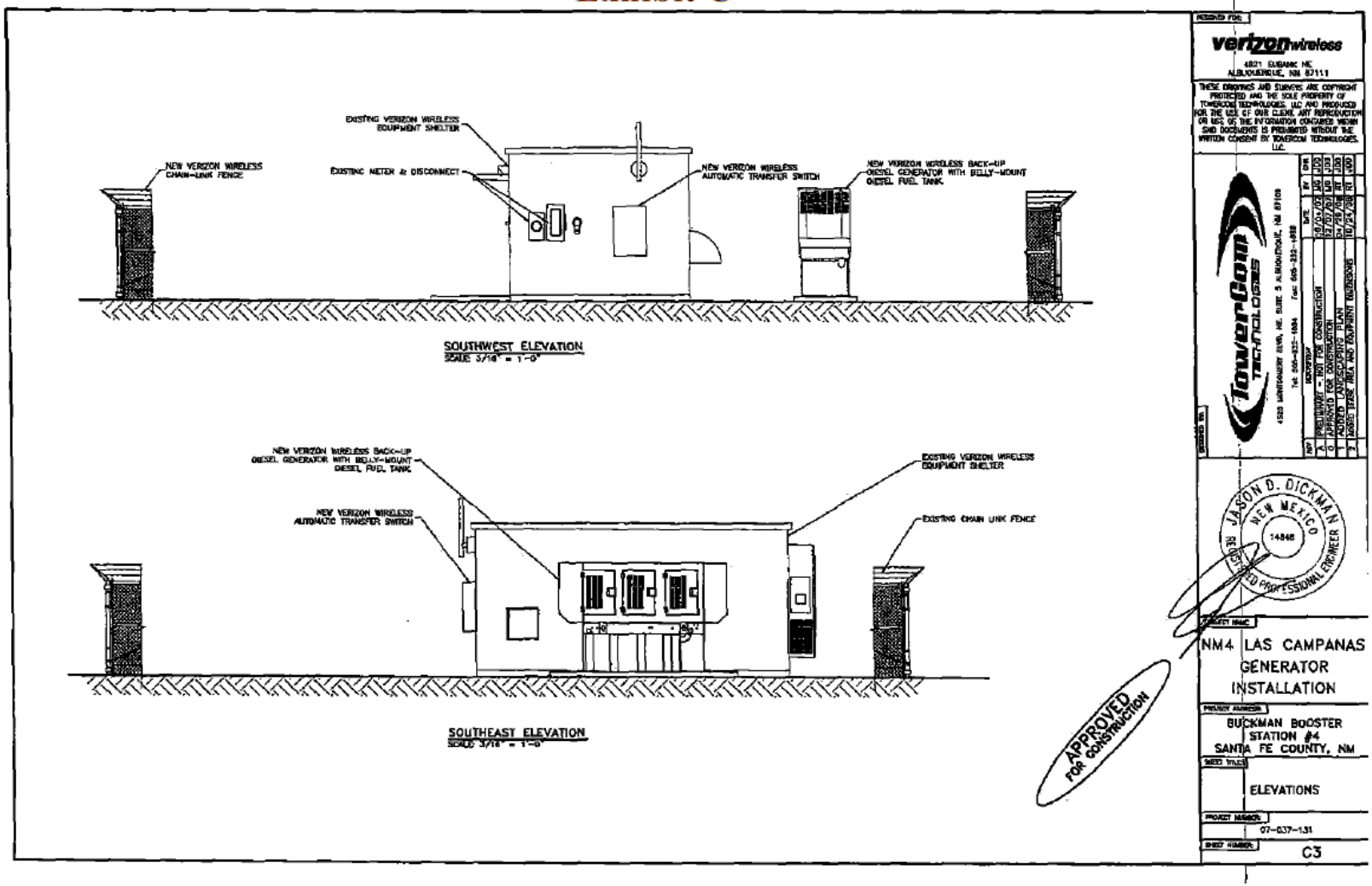
PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
SPECIFICATION & PHOTO SHEET

PROJECT NUMBER:
07-037-131

SHEET NUMBER:
SP1

Exhibit C



EXISTING VERIZON WIRELESS EQUIPMENT SHELTER
NEW VERIZON WIRELESS CHAIN-LINK FENCE
EXISTING METER & DISCONNECT
NEW VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH
NEW VERIZON WIRELESS BACK-UP DIESEL GENERATOR WITH BELLY-MOUNT DIESEL FUEL TANK
SOUTHWEST ELEVATION
SCALE: 3/16" = 1'-0"
NEW VERIZON WIRELESS BACK-UP DIESEL GENERATOR WITH BELLY-MOUNT DIESEL FUEL TANK
NEW VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH
EXISTING VERIZON WIRELESS EQUIPMENT SHELTER
EXISTING CHAIN LINK FENCE
SOUTHEAST ELEVATION
SCALE: 3/16" = 1'-0"
APPROVED FOR CONSTRUCTION
verizonwireless
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ALBUQUERQUE, NM 87111
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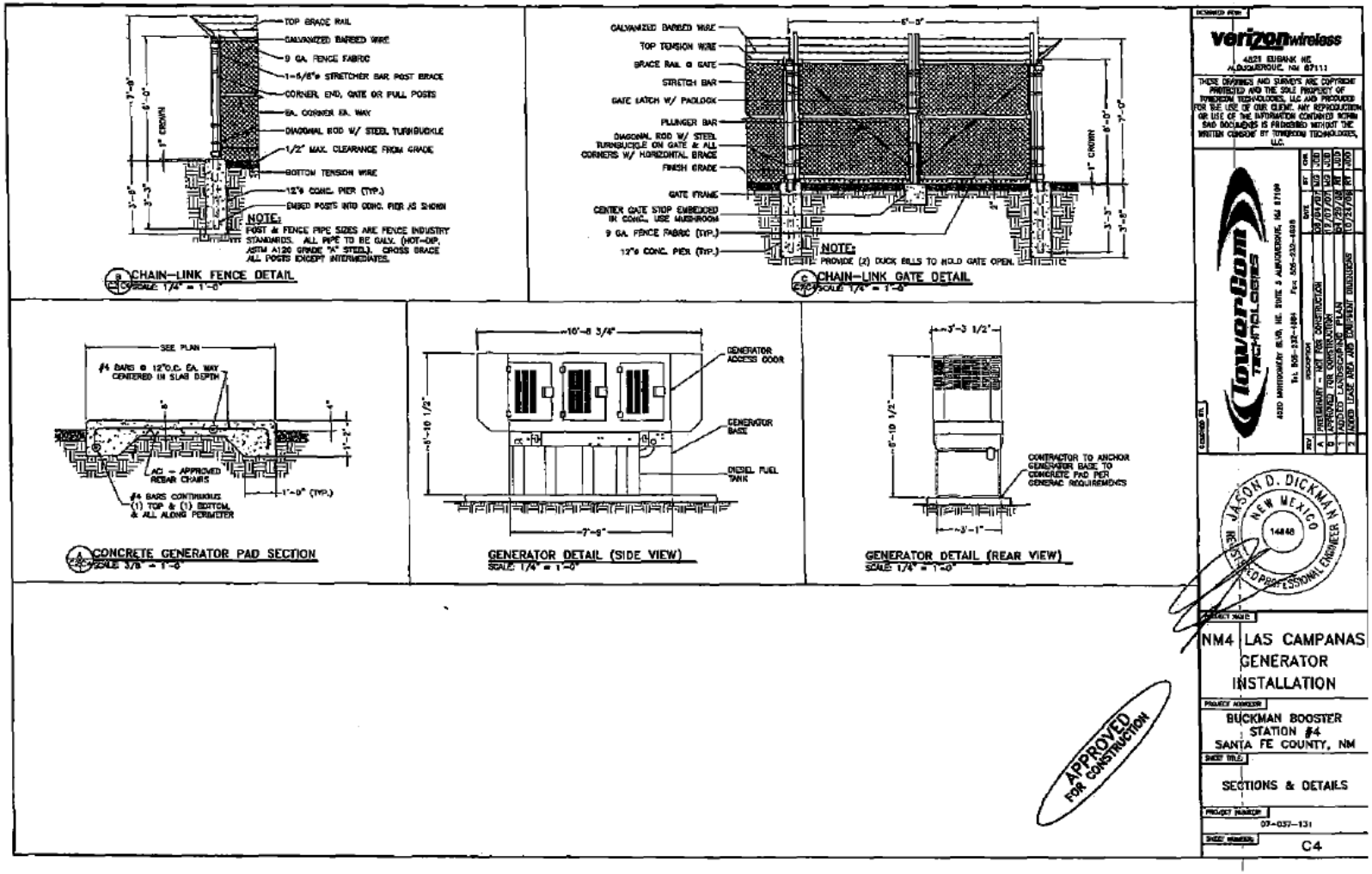
4520 MONTGOMERY BLVD, NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-232-1884 Fax: 505-232-1888
REV | DESCRIPTION | DATE | BY | CHK
A | PRELIMINARY - NOT FOR CONSTRUCTION | 08/04/07 | JJG | JDD
0 | APPROVED FOR CONSTRUCTION | 12/07/07 | JJG | JDD
1 | ADDED LANDSCAPING PLAN | 04/29/08 | RT | JDD
2 | ADDED LEASE AREA AND EQUIPMENT DIMENSIONS | 10/24/08 | RT | JDD
JASON D. DICKMAN
NEW MEXICO
14848
REGISTERED PROFESSIONAL ENGINEER
PROJECT NAME
NM4 LAS CAMPANAS GENERATOR INSTALLATION
PROJECT ADDRESS
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SHEET TITLE
ELEVATIONS
PROJECT NUMBER
07-037-131
SHEET NUMBER
C3

Exhibit C



TOP BRACE RAIL
GALVANIZED BARBED WIRE
9 GA. FENCE FABRIC
1-5/8"ø STRETCHER BAR POST BRACE
CORNER, END, GATE OR PULL POSTS
EA. CORNER EA. WAY
DIAGONAL ROD W/ STEEL TURNBUCKLE
1/2" MAX. CLEARANCE FROM GRADE
BOTTOM TENSION WIRE
12"ø CONC. PIER (TYP.)
EMBED POSTS INTO CONC. PIER AS SHOWN
NOTE:
POST & FENCE PIPE SIZES ARE FENCE INDUSTRY STANDARDS. ALL PIPE TO BE GALV. (HOT-DIP, ASTM A120 GRADE "A" STEEL). CROSS BRACE ALL POSTS EXCEPT INTERMEDIATES.
CHAIN-LINK FENCE DETAIL
SCALE: 1/4" = 1'-0"
GALVANIZED BARBED WIRE
TOP TENSION WIRE
BRACE RAIL @ GATE
STRETCH BAR
GATE LATCH W/ PADLOCK
PLUNGER BAR
DIAGONAL ROD W/ STEEL TURNBUCKLE ON GATE & ALL CORNERS W/ HORIZONTAL BRACE
FINISH GRADE
GATE FRAME
CENTER GATE STOP EMBEDDED IN CONC., USE MUSHROOM
9 GA. FENCE FABRIC (TYP.)
12"ø CONC. PIER (TYP.)
NOTE:
PROVIDE (2) DUCK BILLS TO HOLD GATE OPEN.
CHAIN-LINK GATE DETAIL
SCALE: 1/4" = 1'-0"
SEE PLAN
#4 BARS @ 12"O.C. EA. WAY CENTERED IN SLAB DEPTH
ACI - APPROVED REBAR CHAIRS
#4 BARS CONTINUOUS (1) TOP & (1) BOTTOM, & ALL ALONG PERIMETER
1'-0" (TYP.)
CONCRETE GENERATOR PAD SECTION
SCALE: 3/8" = 1'-0"
GENERATOR ACCESS DOOR
GENERATOR BASE
DIESEL FUEL TANK
GENERATOR DETAIL (SIDE VIEW)
SCALE: 1/4" = 1'-0"
CONTRACTOR TO ANCHOR GENERATOR BASE TO CONCRETE PAD PER GENERAC REQUIREMENTS
GENERATOR DETAIL (REAR VIEW)
SCALE: 1/4" = 1'-0"
verizonwireless
4821 EUBANK NE
ALBUQUERQUE, NM 87111
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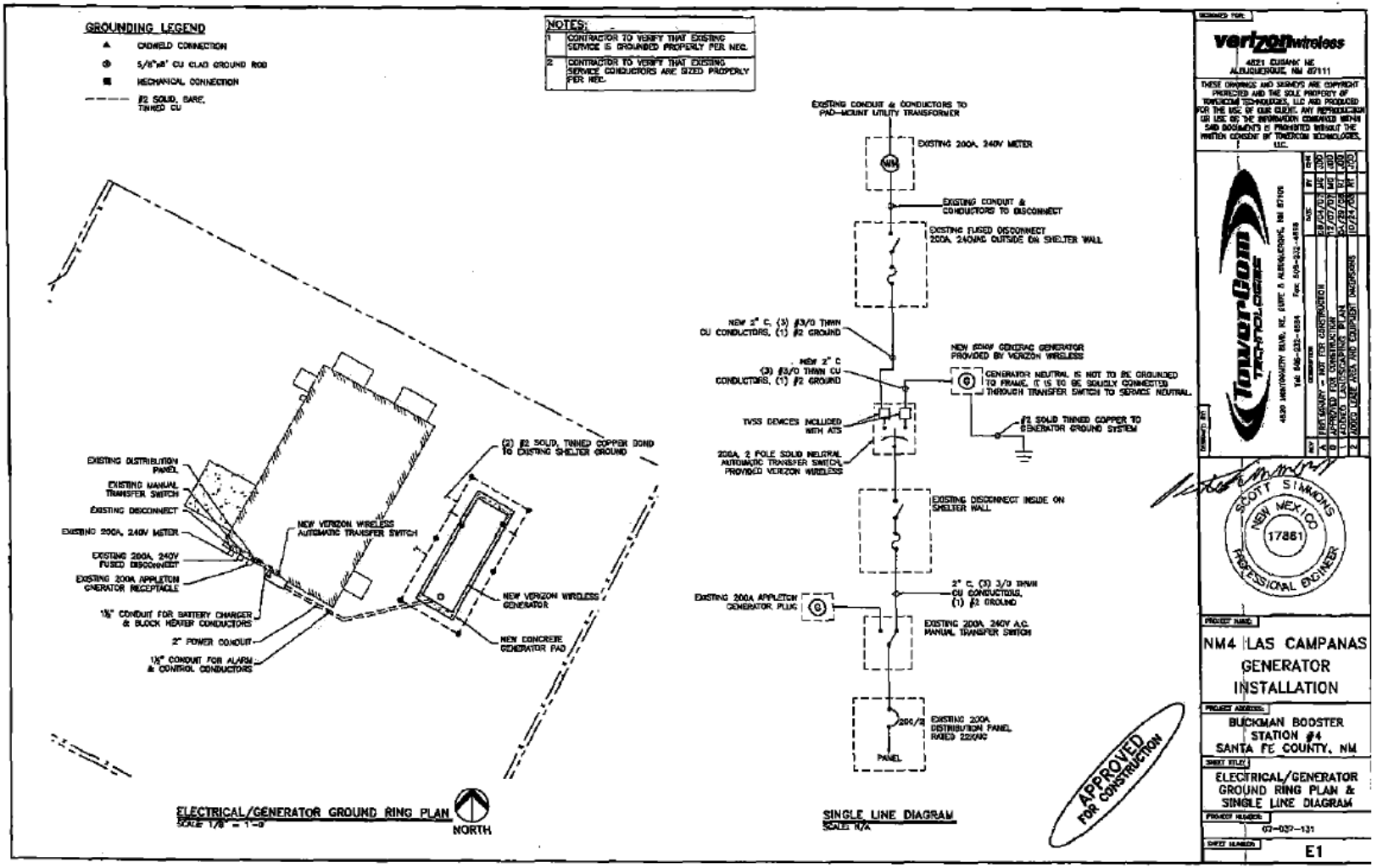
Tel: 505-232-4884 Fax: 505-232-4828
JASON D. DICKMAN
NEW MEXICO
14848
REGISTERED PROFESSIONAL ENGINEER
APPROVED FOR CONSTRUCTION
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SECTIONS & DETAILS
07-037-131
C4

Exhibit C



GROUNDING LEGEND
CADWELD CONNECTION
5/8"x8' CU CLAD GROUND ROD
MECHANICAL CONNECTION
#2 SOLID, BARE, TINNED CU
NOTES:
1 CONTRACTOR TO VERIFY THAT EXISTING SERVICE IS GROUNDED PROPERLY PER NEC.
2 CONTRACTOR TO VERIFY THAT EXISTING SERVICE CONDUCTORS ARE SIZED PROPERLY PER NEC.
EXISTING DISTRIBUTION PANEL
EXISTING MANUAL TRANSFER SWITCH
EXISTING DISCONNECT
EXISTING 200A, 240V METER
EXISTING 200A, 240V FUSED DISCONNECT
EXISTING 200A APPLETON GNERATOR RECEPTACLE
1½" CONDUIT FOR BATTERY CHARGER & BLOCK HEATER CONDUCTORS
2" POWER CONDUIT
1½" CONDUIT FOR ALARM & CONTROL CONDUCTORS
NEW VERIZON WIRELESS AUTOMATIC TRANSFER SWITCH
(2) #2 SOLID, TINNED COPPER BOND TO EXISTING SHELTER GROUND
NEW VERIZON WIRELESS GENERATOR
NEW CONCRETE GENERATOR PAD
ELECTRICAL/GENERATOR GROUND RING PLAN
SCALE: 1/8" = 1'-0"
NORTH
EXISTING CONDUIT & CONDUCTORS TO PAD-MOUNT UTILITY TRANSFORMER
EXISTING 200A, 240V METER
EXISTING CONDUIT & CONDUCTORS TO DISCONNECT
EXISTING FUSED DISCONNECT 200A, 240VAC OUTSIDE ON SHELTER WALL
NEW 2" C, (3) #3/0 THWN CU CONDUCTORS, (1) #2 GROUND
NEW 2" C (3) #3/0 THWN CU CONDUCTORS, (1) #2 GROUND
NEW 60KW GENERAC GENERATOR PROVIDED BY VERIZON WIRELESS
GENERATOR NEUTRAL IS NOT TO BE GROUNDED TO FRAME. IT IS TO BE SOLIDLY CONNECTED THROUGH TRANSFER SWITCH TO SERVICE NEUTRAL.
#2 SOLID TINNED COPPER TO GENERATOR GROUND SYSTEM
TVSS DEVICES INCLUDED WITH ATS
200A, 2 POLE SOLID NEUTRAL AUTOMATIC TRANSFER SWITCH, PROVIDED VERIZON WIRELESS
EXISTING DISCONNECT INSIDE ON SHELTER WALL
2" C, (3) 3/0 THWN CU CONDUCTORS, (1) #2 GROUND
EXISTING 200A APPLETON GENERATOR PLUG
EXISTING 200A, 240V A.C. MANUAL TRANSFER SWITCH
200/2
EXISTING 200A DISTRIBUTION PANEL RATED 22KAIC
PANEL
SINGLE LINE DIAGRAM
SCALE: N/A
APPROVED FOR CONSTRUCTION
verizonwireless
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ALBUQUERQUE, NM 87111
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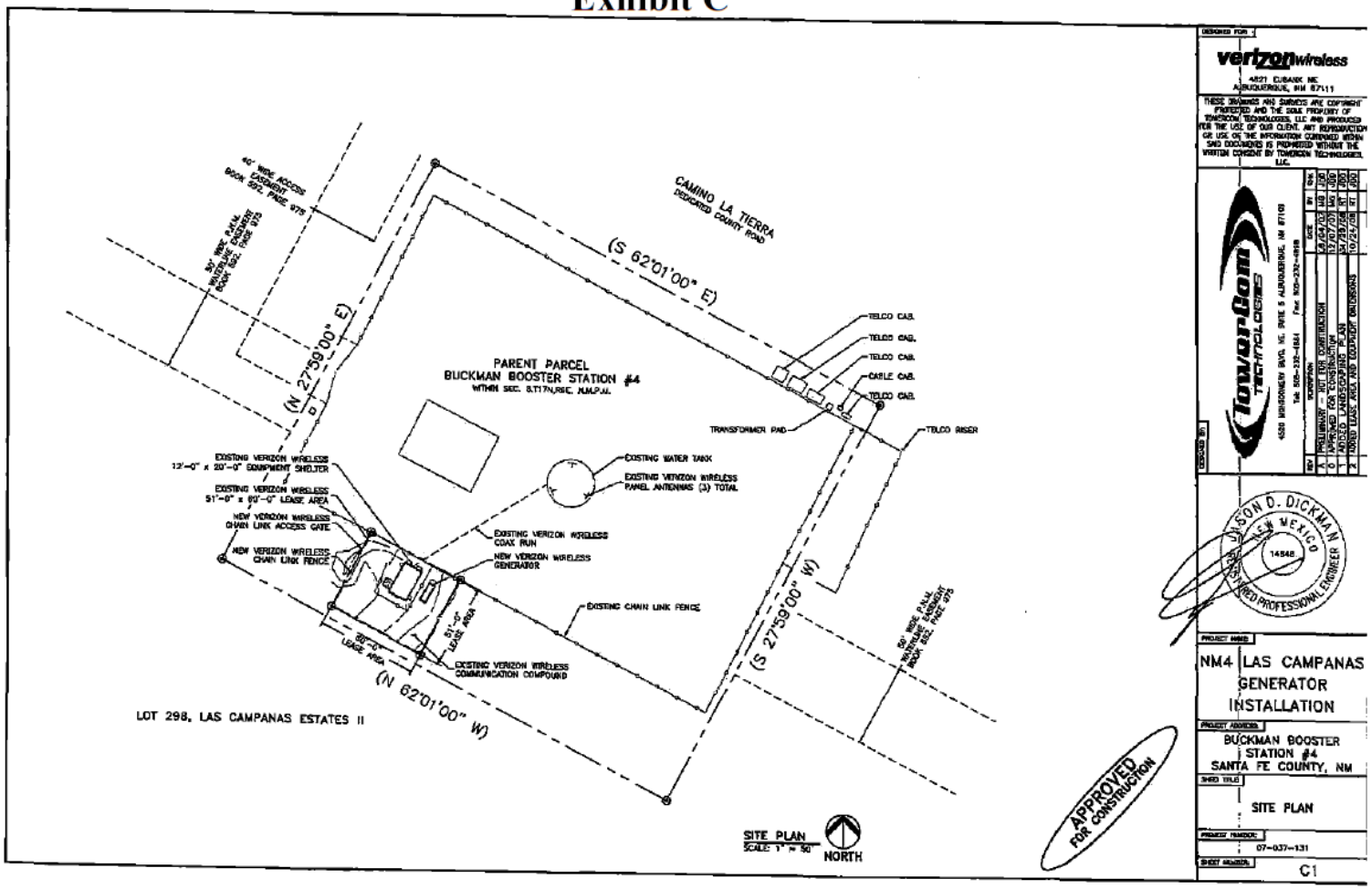
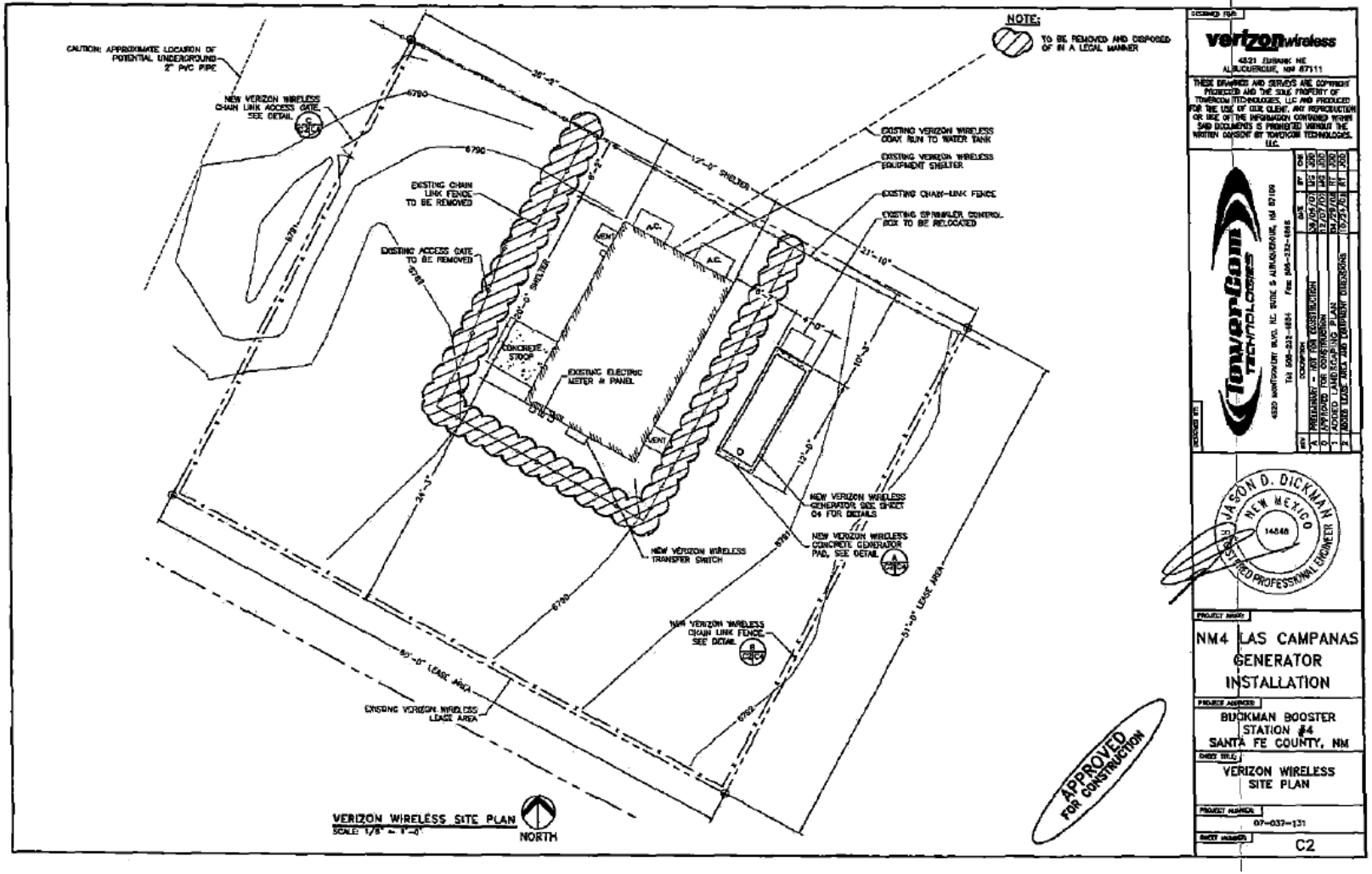
4820 MONTGOMERY BLVD. NE, SUITE B ALBUQUERQUE, NM 87109
Tel: 505-232-4884 Fax: 505-232-4888
REV DESCRIPTION DATE BY CHK
A PRELIMINARY - NOT FOR CONSTRUCTION 08/04/07 JAG JDO
0 APPROVED FOR CONSTRUCTION 12/07/07 MG JDO
1 ADDED LANDSCAPING PLAN 04/29/08 KJ JDO
2 ADDED LEASE AREA AND EQUIPMENT DIMENSIONS 10/24/08 KT JDO
SCOTT SIMMONS
NEW MEXICO
17881
PROFESSIONAL ENGINEER
PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION
PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SHEET TITLE:
ELECTRICAL/GENERATOR GROUND RING PLAN & SINGLE LINE DIAGRAM
PROJECT NUMBER:
07-037-131
SHEET NUMBER:
E1

Exhibit C



CAMINO LA TIERRA
DEDICATED COUNTY ROAD
(S 62°01'00" E)
(N 27°59'00" E)
(S 27°59'00" W)
(N 62°01'00" W)
PARENT PARCEL
BUCKMAN BOOSTER STATION #4
TELCO CAB.
TELCO CAB.
TELCO CAB.
CABLE CAB.
TELCO CAB.
TRANSFORMER PAD
TELCO RISER
EXISTING WATER TANK
EXISTING VERIZON WIRELESS PANEL ANTENNAS (3) TOTAL
EXISTING VERIZON WIRELESS COAX RUN
NEW VERIZON WIRELESS GENERATOR
EXISTING CHAIN LINK FENCE
EXISTING VERIZON WIRELESS COMMUNICATION COMPOUND
EXISTING VERIZON WIRELESS 12'-0" x 20'-0" EQUIPMENT SHELTER
EXISTING VERIZON WIRELESS 51'-0" x 60'-0" LEASE AREA
NEW VERIZON WIRELESS CHAIN LINK ACCESS GATE
NEW VERIZON WIRELESS CHAIN LINK FENCE
LOT 298, LAS CAMPANAS ESTATES II
SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION
verizonwireless
4521 EUBANK NE
ALBUQUERQUE, NM 87111
tower-com TECHNOLOGIES
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
JASON D. DICKMAN
NEW MEXICO
14548
REGISTERED PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SITE PLAN
07-037-131
C1

Exhibit C



NOTE:
TO BE REMOVED AND DISPOSED OF IN A LEGAL MANNER
CAUTION: APPROXIMATE LOCATION OF POTENTIAL UNDERGROUND 2" PVC PIPE
NEW VERIZON WIRELESS CHAIN LINK ACCESS GATE, SEE DETAIL
EXISTING CHAIN LINK FENCE TO BE REMOVED
EXISTING ACCESS GATE TO BE REMOVED
EXISTING VERIZON WIRELESS COAX RUN TO WATER TANK
EXISTING VERIZON WIRELESS EQUIPMENT SHELTER
EXISTING CHAIN-LINK FENCE
EXISTING SPRINKLER CONTROL BOX TO BE RELOCATED
12'-0" SHELTER
20'-0" SHELTER
CONCRETE STOOP
EXISTING ELECTRIC METER & PANEL
NEW VERIZON WIRELESS GENERATOR SEE SHEET C4 FOR DETAILS
NEW VERIZON WIRELESS CONCRETE GENERATOR PAD, SEE DETAIL
NEW VERIZON WIRELESS TRANSFER SWITCH
NEW VERIZON WIRELESS CHAIN LINK FENCE, SEE DETAIL
EXISTING VERIZON WIRELESS LEASE AREA
60'-0" LEASE AREA
51'-0" LEASE AREA
VERIZON WIRELESS SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH
APPROVED FOR CONSTRUCTION
vertzon wireless
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ALBUQUERQUE, NM 87111
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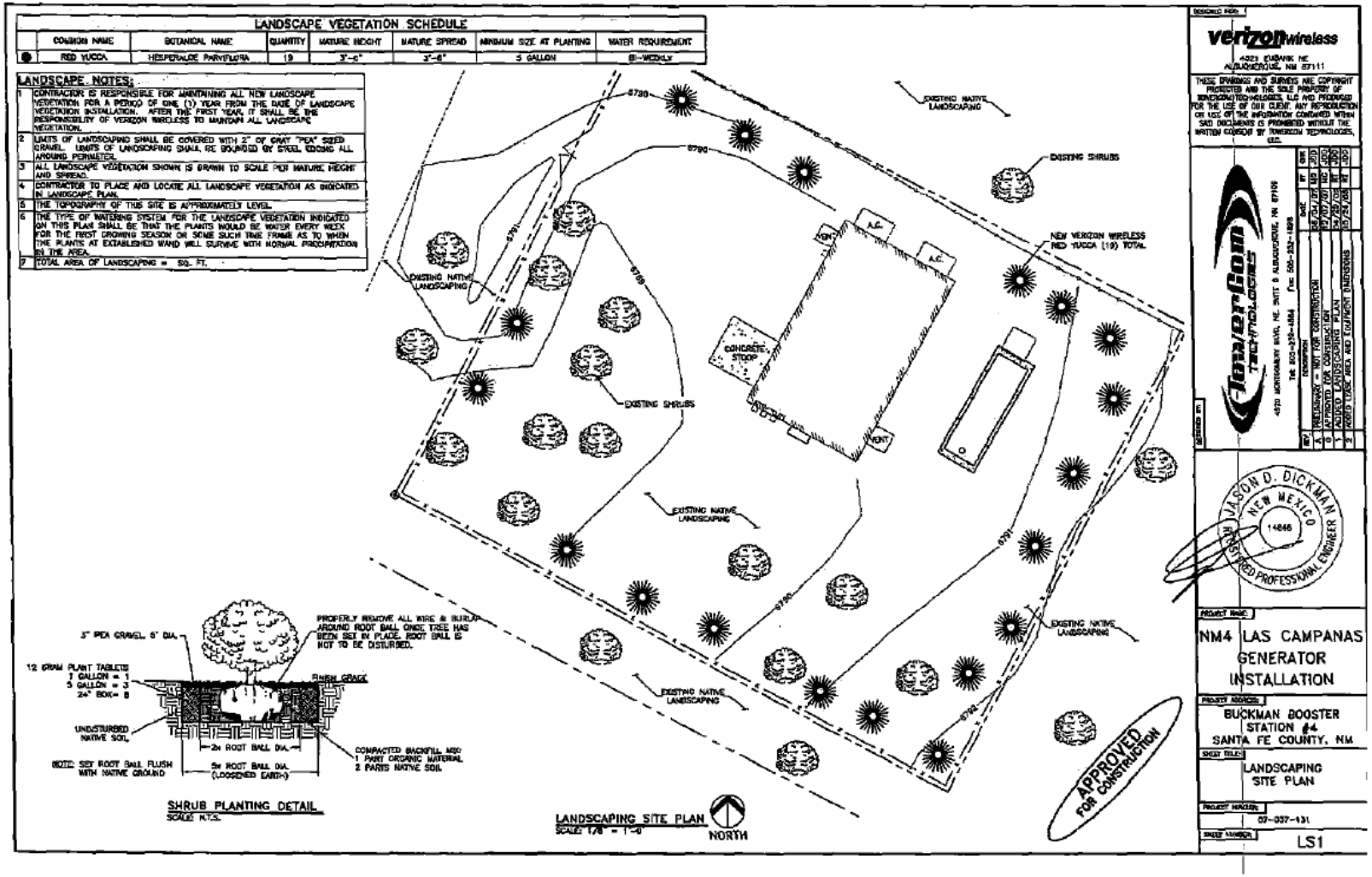
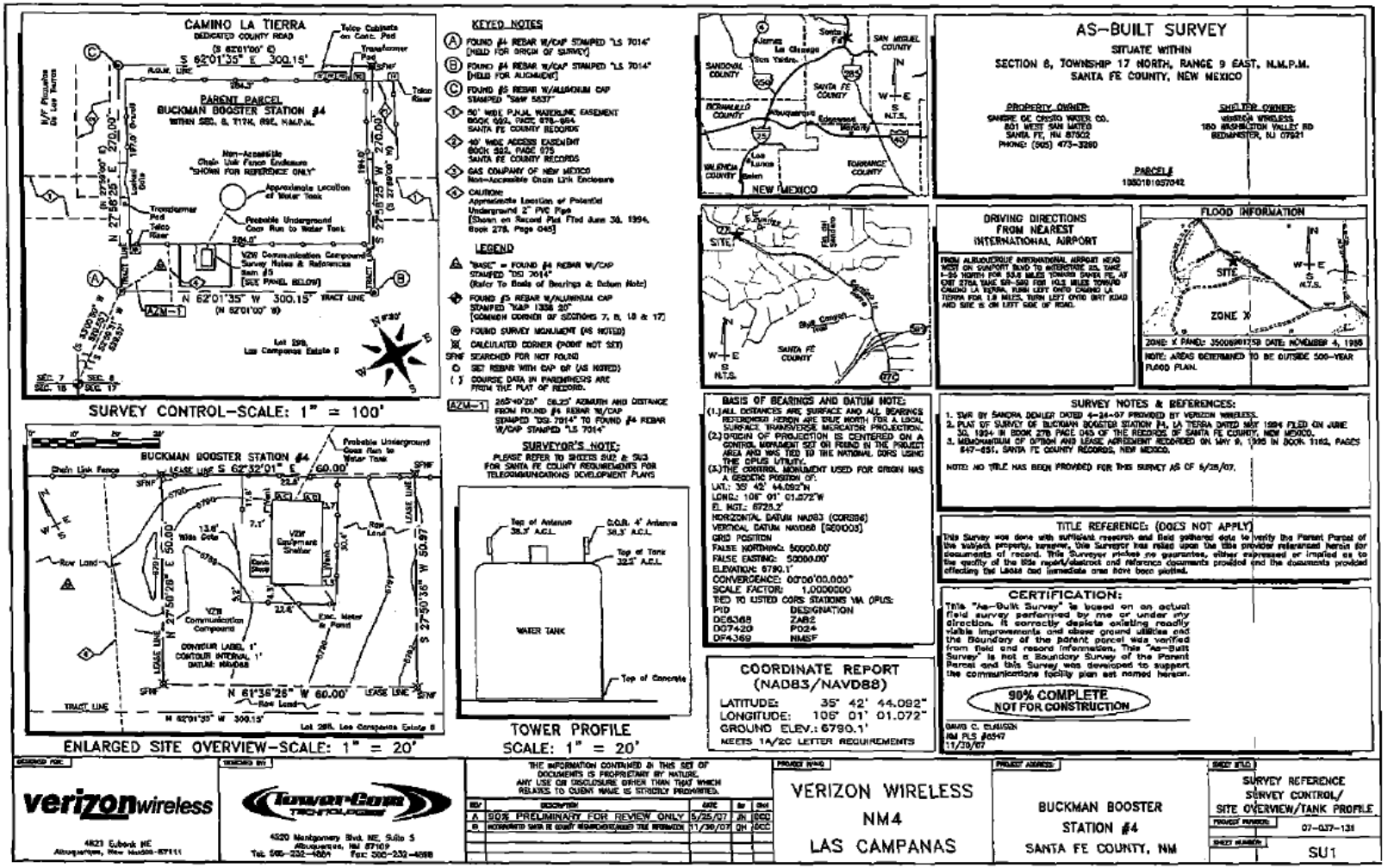
TowerCom TECHNOLOGIES
4520 MONTGOMERY BLVD. N.E. SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-232-4884 Fax: 505-232-4886
JASON D. DICKMAN
NEW MEXICO
14848
REGISTERED PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
VERIZON WIRELESS SITE PLAN
07-037-131
C2

Exhibit C



LANDSCAPE VEGETATION SCHEDULE
COMMON NAME | BOTANICAL NAME | QUANTITY | MATURE HEIGHT | MATURE SPREAD | MINIMUM SIZE AT PLANTING | WATER REQUIREMENT
RED YUCCA | HESPERALOE PARVIFLORA | 19 | 3'-6" | 3'-6" | 5 GALLON | BI-WEEKLY
LANDSCAPE NOTES:
1 CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL NEW LANDSCAPE VEGETATION FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF LANDSCAPE VEGETATION INSTALLATION. AFTER THE FIRST YEAR, IT SHALL BE THE RESPONSIBILITY OF VERIZON WIRELESS TO MAINTAIN ALL LANDSCAPE VEGETATION.
2 LIMITS OF LANDSCAPING SHALL BE COVERED WITH 2" OF GRAY "PEA" SIZED GRAVEL. LIMITS OF LANDSCAPING SHALL BE BOUNDED BY STEEL EDGING ALL AROUND PERIMETER.
3 ALL LANDSCAPE VEGETATION SHOWN IS DRAWN TO SCALE PER MATURE HEIGHT AND SPREAD.
4 CONTRACTOR TO PLACE AND LOCATE ALL LANDSCAPE VEGETATION AS INDICATED IN LANDSCAPE PLAN.
5 THE TOPOGRAPHY OF THIS SITE IS APPROXIMATELY LEVEL.
6 THE TYPE OF WATERING SYSTEM FOR THE LANDSCAPE VEGETATION INDICATED ON THIS PLAN SHALL BE THAT THE PLANTS WOULD BE WATER EVERY WEEK FOR THE FIRST GROWING SEASON OR SOME SUCH TIME FRAME AS TO WHEN THE PLANTS AT ESTABLISHED WAND WILL SURVIVE WITH NORMAL PRECIPITATION IN THE AREA.
7 TOTAL AREA OF LANDSCAPING = SQ. FT.
EXISTING NATIVE LANDSCAPING
EXISTING SHRUBS
NEW VERIZON WIRELESS RED YUCCA (19) TOTAL
CONCRETE STOOP
VENT
A.C.
3" PEA GRAVEL, 6" DIA.
12 GRAM PLANT TABLETS
1 GALLON = 1
5 GALLON = 3
24" BOX= 8
UNDISTURBED NATIVE SOIL
PROPERLY REMOVE ALL WIRE & BURLAP AROUND ROOT BALL ONCE TREE HAS BEEN SET IN PLACE. ROOT BALL IS NOT TO BE DISTURBED.
FINISH GRADE
2x ROOT BALL DIA.
5x ROOT BALL DIA. (LOOSENED EARTH)
COMPACTED BACKFILL MIX: 1 PART ORGANIC MATERIAL 2 PARTS NATIVE SOIL
NOTE: SET ROOT BALL FLUSH WITH NATIVE GROUND
SHRUB PLANTING DETAIL
SCALE: N.T.S.
LANDSCAPING SITE PLAN
SCALE: 1/8" = 1'-0"
NORTH
APPROVED FOR CONSTRUCTION
verizonwireless
4323 EUBANK NE
ALBUQUERQUE, NM 87111
THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE SOLE PROPERTY OF TOWERCOM TECHNOLOGIES, LLC AND PREPARED FOR THE USE OF OUR CLIENT. ANY REPRODUCTION OR USE OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT BY TOWERCOM TECHNOLOGIES, LLC.
TowerCom TECHNOLOGIES
4520 MONTGOMERY BLVD. NE, SUITE 5 ALBUQUERQUE, NM 87109
Tel: 505-232-4884 Fax: 505-232-1828
REV. DESCRIPTION DATE BY CHK
A PRELIMINARY - NOT FOR CONSTRUCTION 08/04/07 MS JDD
0 APPROVED FOR CONSTRUCTION 12/07/07 MC JDD
1 ADDED LANDSCAPING PLAN 04/29/08 RT JDD
2 ADDED LEASE AREA AND EQUIPMENT DIMENSIONS 05/24/08 RT JDD
JASON D. DICKMAN
NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER
PROJECT NAME:
NM4 LAS CAMPANAS GENERATOR INSTALLATION
PROJECT ADDRESS:
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SHEET TITLE:
LANDSCAPING SITE PLAN
PROJECT NUMBER:
07-037-131
SHEET NUMBER:
LS1

Exhibit C



KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "SWW 5837"

(1) 50' WIDE P.N.M. WATERLINE EASEMENT BOOK 592, PAGE 878-884 SANTA FE COUNTY RECORDS

(2) 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 875 SANTA FE COUNTY RECORDS

(3) GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

(4) CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 045]

LEGEND

- "BASIC" = FOUND #4 REBAR W/CAP STAMPED "DSI 7014" (Refer To Basis of Bearings & Datum Note)
- FOUND #5 REBAR W/ALUMINUM CAP STAMPED "NMP 13358 20" [COMMON CORNER OF SECTIONS 7, 8, 18 & 17]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- SET REBAR WITH CAP OR (AS NOTED)
- ( ) COURSE DATA IN PARENTHESIS ARE FROM THE PLAT OF RECORD.

AZM-1 265°40'20" 58.25' AZIMUTH AND DISTANCE FROM FOUND #4 REBAR W/CAP STAMPED "DSI- 7014" TO FOUND #4 REBAR W/CAP STAMPED "LS 7014"

SURVEYOR'S NOTE:

PLEASE REFER TO SHEETS SU2 & SU3 FOR SANTA FE COUNTY REQUIREMENTS FOR TELECOMMUNICATIONS DEVELOPMENT PLANS

AS-BUILT SURVEY

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

PROPERTY OWNER:
SANGRE DE CRISTO WATER CO.
601 WEST SAN MATEO
SANTA FE, NM 87502
PHONE: (505) 473-3280

SHELTER OWNER:
VERIZON WIRELESS
180 WASHINGTON VALLEY RD
BEDMINSTER, NJ 07921

PARCEL #
1000101057042

DRIVING DIRECTIONS FROM NEAREST INTERNATIONAL AIRPORT

FROM ALBUQUERQUE INTERNATIONAL AIRPORT HEAD WEST ON SUNPORT BLVD TO INTERSTATE 25, TAKE I-25 NORTH FOR 13.8 MILES TOWARD SANTA FE, AT EXIT 276A, TAKE NM-599 FOR 14.1 MILES TOWARD CAMINO LA TIERRA. TURN LEFT ONTO CAMINO LA TIERRA FOR 1.8 MILES. TURN LEFT ONTO DIRT ROAD AND SITE IS ON LEFT SIDE OF ROAD.

FLOOD INFORMATION

ZONE: X PANEL: 35009B0175B DATE: NOVEMBER 4, 1986
NOTE: AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

BASIS OF BEARINGS AND DATUM NOTE:

(1.) ALL DISTANCES ARE SURFACE AND ALL BEARINGS REFERENCED HEREIN ARE TRUE NORTH FOR A LOCAL SURFACE TRANSVERSE MERCATOR PROJECTION.
(2.) ORIGIN OF PROJECTION IS CENTERED ON A CONTROL MONUMENT SET OR FOUND IN THE PROJECT AREA AND WAS TIED TO THE NATIONAL CORS USING THE OPUS UTILITY.
(3.) THE CONTROL MONUMENT USED FOR ORIGIN WAS A GEODETIC POSITION OF:

LAT.: 35° 42' 44.092"N
LONG.: 106° 01' 01.072"W
EL. MSL.: 6728.2'
HORIZONTAL DATUM NAD83 (CORS96)
VERTICAL DATUM NAVD88 [GEOID03]
GRID POSITION
FALSE NORTHING: 50000.00'
FALSE EASTING: 50000.00'
ELEVATION: 6790.1'
CONVERGENCE: 00°00'00.000"
SCALE FACTOR: 1.0000000
TIED TO LISTED CORS STATIONS VIA OPUS:

PID	DESIGNATION
DE6368	ZAB2
DG7420	P024
DF4369	NMSF

SURVEY NOTES & REFERENCES:

1. SWR BY SANDRA DOHLER DATED 4-24-07 PROVIDED BY VERIZON WIRELESS.
2. PLAT OF SURVEY OF BUCKMAN BOOSTER STATION #4, LA TIERRA DATED MAY 1994 FILED ON JUNE 30, 1994 IN BOOK 278 PAGE 045 OF THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.
3. MEMORANDUM OF OPTION AND LEASE AGREEMENT RECORDED ON MAY 9, 1995 IN BOOK 1162, PAGES 847-851, SANTA FE COUNTY RECORDS, NEW MEXICO.

NOTE: NO TITLE HAS BEEN PROVIDED FOR THIS SURVEY AS OF 5/25/07.

TITLE REFERENCE: (DOES NOT APPLY)

This Survey was done with sufficient research and field gathered data to verify the Parent Parcel of the subject property, however, this Surveyor has relied upon the title provider referenced herein for documents of record. This Surveyor makes no guarantee, either expressed or implied as to the quality of the title report/abstract and reference documents provided and the documents provided affecting the Lease and immediate area have been plotted.

COORDINATE REPORT
(NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS

CERTIFICATION:

This "As-Built Survey" is based on an actual field survey performed by me or under my direction. It correctly depicts existing readily visible improvements and above ground utilities and the Boundary of the parent parcel was verified from field and record information. This "As-Built Survey" is not a Boundary Survey of the Parent Parcel and this Survey was developed to support the communications facility plan set named hereon.

90% COMPLETE
NOT FOR CONSTRUCTION

DAVID C. CLAUSEN
NM PLS #6547
11/30/07

DESIGNED FOR:
verizonwireless
4823 Eubank NE
Albuquerque, New Mexico 87111

DESIGNED BY:
Tower-Com Technologies
4520 Montgomery Blvd. NE, Suite 5
Albuquerque, NM 87109
Tel: 505-232-4884 Fax: 505-232-4888

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT WORK IS STRICTLY PROHIBITED.

REV	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR REVIEW ONLY	5/25/07	JN	DCC
B	INCORPORATED SANDRA DOHLER COMMENTS AND TITLE INFORMATION	11/30/07	DH	DCC

PROJECT NAME:
VERIZON WIRELESS
NM4
LAS CAMPANAS

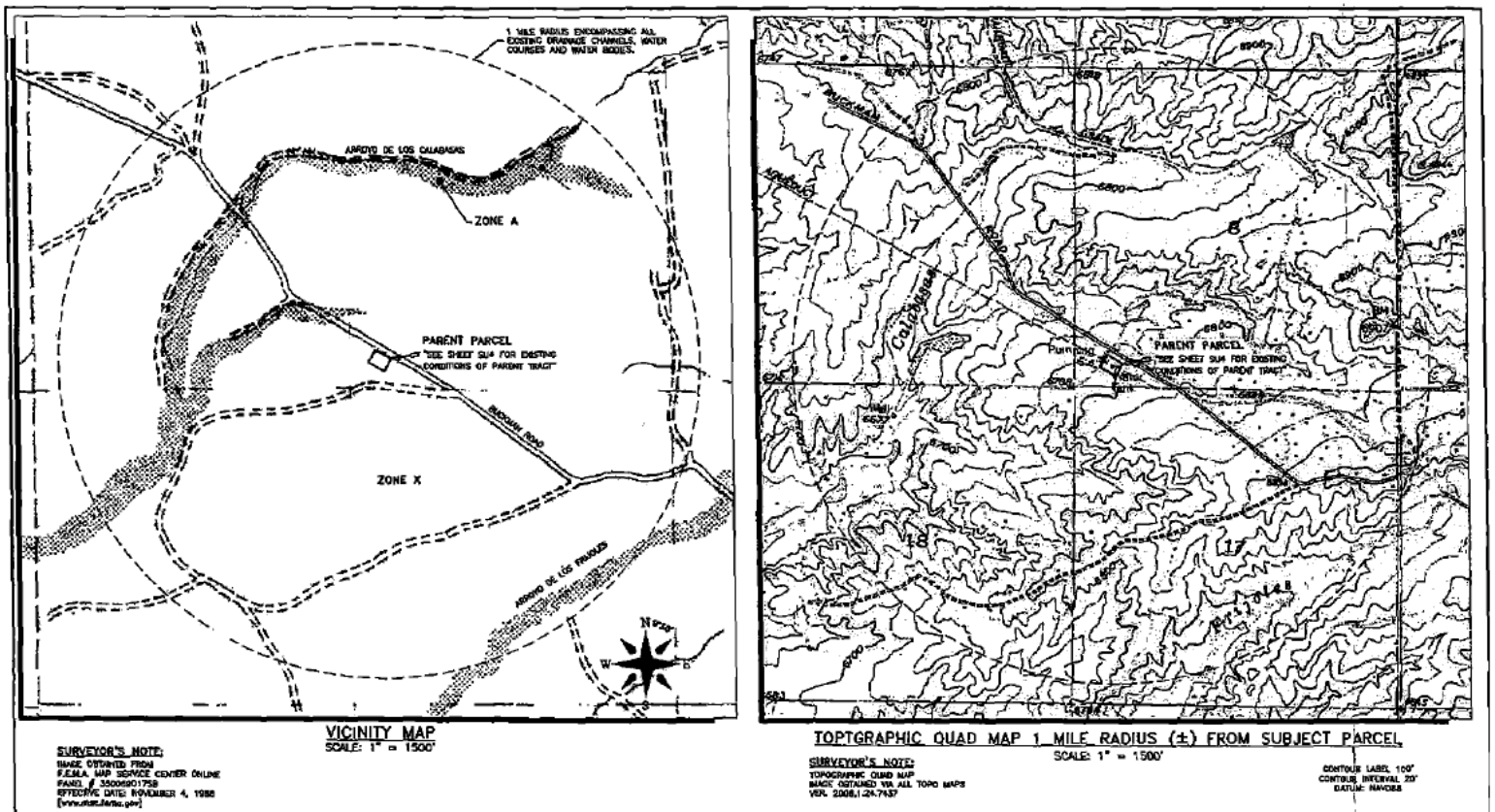
PROJECT ADDRESS:
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
SURVEY REFERENCE
SURVEY CONTROL/
SITE OVERVIEW/TANK PROFILE

PROJECT NUMBER: 07-037-131

SHEET NUMBER: SU1

Exhibit C



DESIGNED FOR:
verizonwireless
4821 Eubank NE
Albuquerque, New Mexico 87111

DESIGNED BY:
TowerCom Technologies
4520 Montgomery Blvd. NE, Suite 5
Albuquerque, NM 87109
Tel: 505-232-4884 Fax: 505-232-4896

THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT NAME IS STRICTLY PROHIBITED.

REV	DESCRIPTION	DATE	BY	CHK
A	90% PRELIMINARY FOR REVIEW ONLY	5/25/07	JN	DCC
B	RESPONSE SHEET COMMENTS AND TILE MINOR	11/20/07	DH	DCC

PROJECT NAME:
VERIZON WIRELESS
NM4
LAS CAMPANAS

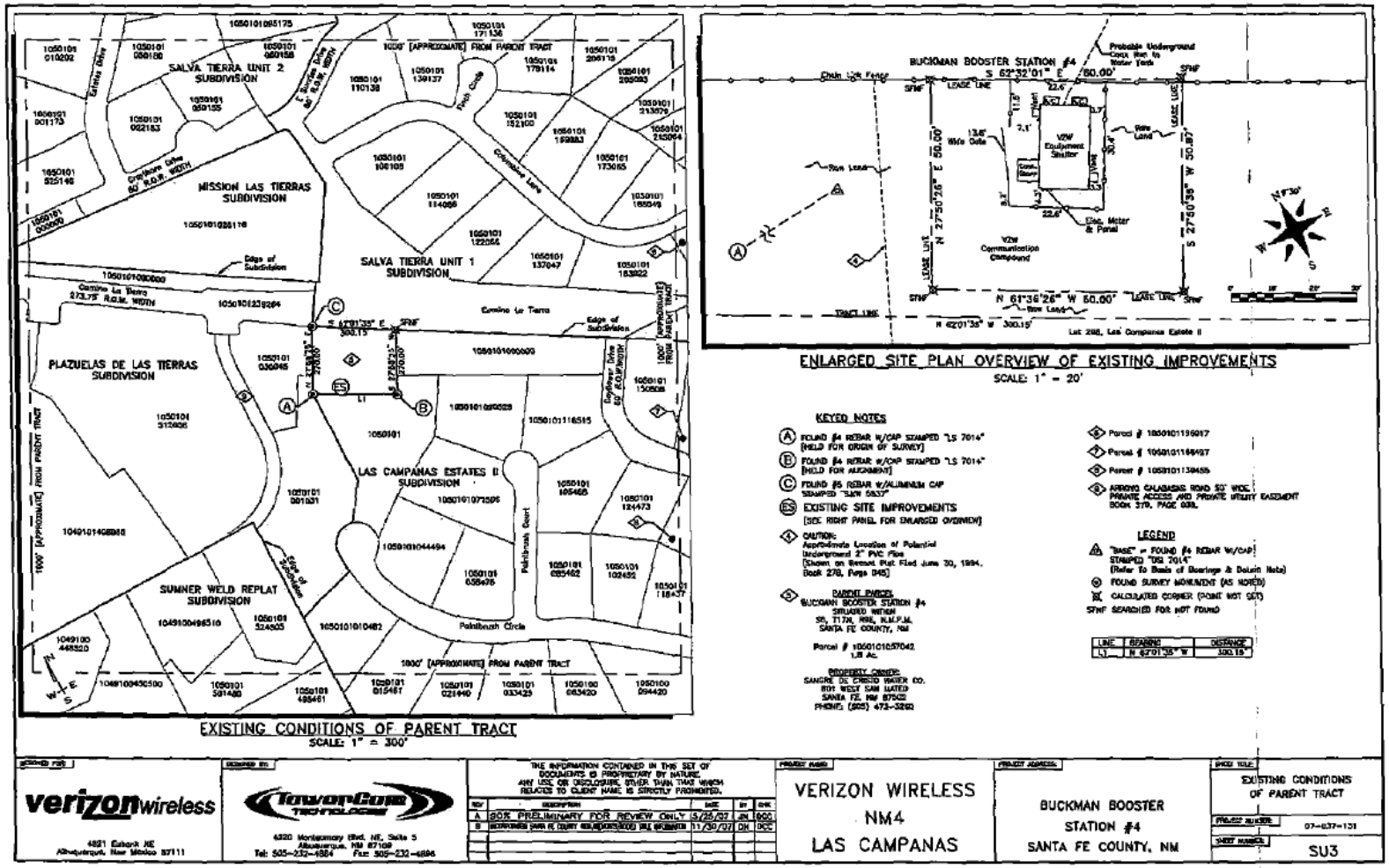
PROJECT ADDRESS:
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

SHEET TITLE:
ENLARGED SITE PLAN OVERVIEW
TOPOGRAPHIC SURVEY
20' INTERVALS

PROJECT NUMBER: 07-037-131

SHEET NUMBER: SU2

Exhibit C



SALVA TIERRA UNIT 2 SUBDIVISION
MISSION LAS TIERRAS SUBDIVISION
SALVA TIERRA UNIT 1 SUBDIVISION
PLAZUELAS DE LAS TIERRAS SUBDIVISION
LAS CAMPANAS ESTATES II SUBDIVISION
SUMNER WELD REPLAT SUBDIVISION
1000' [APPROXIMATE] FROM PARENT TRACT
Camino La Tierra
Edge of Subdivision
Paintbrush Circle
Paintbrush Court
Columbine Lane
Finch Circle
Grayhorn Drive 60' R.O.W. WIDTH
Estates Drive
BUCKMAN BOOSTER STATION #4
S 62°32'01" E 60.00'
N 27°50'26" E 50.00'
S 27°50'36" W 50.87'
N 61°36'26" W 60.00'
N 62°01'35" W 300.15'
Probable Underground Coax Run to Water Tank
Chain Link Fence
LEASE LINE
Row Land
VZW Equipment Shelter
VZW Communication Compound
Elec. Meter & Panel
TRACT LINE
Lot 298, Las Campanas Estate II
ENLARGED SITE PLAN OVERVIEW OF EXISTING IMPROVEMENTS
SCALE: 1" = 20'
KEYED NOTES
A FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]
B FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]
C FOUND #5 REBAR W/ALUMINUM CAP STAMPED "SAW 5837"
ES EXISTING SITE IMPROVEMENTS [SEE RIGHT PANEL FOR ENLARGED OVERVIEW]
4 CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 045]
5 PARENT PARCEL BUCKMAN BOOSTER STATION #4 SITUATED WITHIN SS, T17N, R9E, N.M.P.M. SANTA FE COUNTY, NM
Parcel # 1050101057042 1.8 Ac.
PROPERTY OWNER: SANGRE DE CRISTO WATER CO. 801 WEST SAN MATEO SANTA FE, NM 87502 PHONE: (505) 473-3292
6 Parcel # 1050101196917
7 Parcel # 1050101166427
8 Parcel # 1050101139455
9 APPROX CALABASAS ROAD 50' WIDE PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT BOOK 379, PAGE 038.
LEGEND
"BASE" = FOUND #4 REBAR W/CAP STAMPED "DSI 7014" (Refer To Basis of Bearings & Datum Note)
FOUND SURVEY MONUMENT (AS NOTED)
CALCULATED CORNER (POINT NOT SET)
SFNF SEARCHED FOR NOT FOUND
LINE | BEARING | DISTANCE
L1 | N 62°01'35" W | 300.15'
EXISTING CONDITIONS OF PARENT TRACT
SCALE: 1" = 300'
verizonwireless
4821 Eubank NE Albuquerque, New Mexico 87111
TowerCom Technologies
4320 Montgomery Blvd. NE, Suite 5 Albuquerque, NM 87109 Tel: 505-232-4884 Fax: 505-232-4896
THE INFORMATION CONTAINED IN THIS SET OF DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CLIENT NAME IS STRICTLY PROHIBITED.
A 90% PRELIMINARY FOR REVIEW ONLY 5/25/07 JN DCC
B 11/30/07 DH DCC
VERIZON WIRELESS NM4 LAS CAMPANAS
BUCKMAN BOOSTER STATION #4 SANTA FE COUNTY, NM
EXISTING CONDITIONS OF PARENT TRACT
07-637-131
SU3

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

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

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **THIS LEASE AGREEMENT WILL REPLACE AN OPTION & EASEMENT AGREEMENT BETWEEN THE PREDECESSORS-IN-INTEREST TO BOTH THE CITY AND THE LESSEE AT THE SITE. THE EFFECTIVE DATE OF THIS LEASE AGREEMENT COINCIDES WITH THE TERMINATION DATE OF THE OPTION & EASEMENT AGREEMENT.**

Comments or Exceptions: _____

7 **Funding Source:** **LESSEE'S RENT PAYMENTS ACCRUE TO PUBLIC UTILITIES ENTERPRISE OPERATIONS** **BU/Line Item:** **51300.460350**

_____
Budget Officer Approval

Comments or Exceptions: _____

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

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **SEAN MOODY, ASSET DEVELOPMENT MANAGER**

Phone # **505.699.5176**

Certificate of Insurance attached. (if original Contract) ☑

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

Reason: _____

Total of Original Contract plus all amendments: $ **0**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/25/2021

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

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

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER A: AIU Insurance Company	19399
	INSURER B: National Union Fire Ins Co of Pittsburgh	19445
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570088915240 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage Is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N / N/A (Mandatory in NH)			16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

Certificate No : 570088915240

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

RE: Location No. 144391, NM4 Las Campanas, 215 Camino La Tierra, Santa Fe, NM 87504.

CERTIFICATE HOLDER	CANCELLATION
City of Santa Fe PO Box 909 Santa Fe NM 87504-0909 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915240	
CARRIER: See Certificate Number: 570088915240 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021

ISSUE NO. 7k

Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — NOVEMBER 1ST 2021
AND GOVERNING BODY — NOVEMBER 10TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: LEASE AGREEMENT FOR TELECOMMUNICATIONS FACILITIES AT BUCKMAN BOOSTER STATION NO. 4.

ITEM AND ISSUE:
Staff seeks approval of a lease agreement with Cellco Partnership d/b/a Verizon Wireless for the use of an existing, City-owned water tank and nearby ground space at the Buckman Booster StationNo. 4 located on Camino La Tierra in Santa Fe County.

BACKGROUND AND SUMMARY:
The proposed agreement allows the lessee to continue to operate and maintain telecommunications facilities installed under a previous Option and Easement Agreement between each party's predecessor-in-interest at the property. Under the new agreement, rent increases from $646/month to $2,000/month and thereafter escalates annually at a rate of 2.5%. The initial lease term is five-years, with the lessee's option to extend the agreement for three additional five-year terms. $613,072 in total projected revenue will accrue to the Economic Development enterprise business unit 212280046035O. The effective date of the lease coincides with the termination of the Option and Easement Agreement. Any new or expanded facilities would require a lease amendment to be enacted by the Governing Body. Upon termination, the lessee will remove its equipment and facilities and return the premises to the City.

A previous version of the proposed agreement was approved by the Governing Body in April, 2020 but not executed. In this current version the lessee's name has been corrected; the lease premises and access road are further delineated; the description n of the lessee's facilities is correlated to definitions in federal rules in order to clarify the lessee's right to install equipment upgrades; and the cost to relocate the lessee's facilities if required, shall be reimbursed by the City.

ACTION REQUESTED:
Staff recommends approval of the lease agreement attached hereto.

ATTACHMENTS:
Proposed lease agreement with Exhibits A, B and C (41 pages)
Fiscal Impact Report (NOT USED)
Summary of Contracts (2 pages)
Certificate of Insurance (2 pages)

NM4 LAS CAMPANAS

ITEM _____

LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA FE
AND
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

This **LEASE AGREEMENT** ("Agreement") is entered into this _____ day of _____ 2021 by and between the **CITY OF SANTA FE**, a Municipal Corporation and a political subdivision of the State of New Mexico ("Lessor") and **CELLCO PARTNERSHIP** a Delaware general partnership d/b/a VERIZON WIRELESS, ("Lessee") (collectively, the Parties, and each individually, a Party).

WHEREAS:

Lessor is the owner of a certain property known to the Lessor as BUCKMAN BOOSTER STATION NO. 4 and to the Lessee as NM4 LAS CAMPANAS (the Property), being located in Santa Fe County, New Mexico. Lessor is also the grantee of an easement (Access Road) appurtenant to the Property. The Property and the Access Road are described in the recorded documents contained in **Exhibit A** to this Agreement. The Lessor's primary use (the Primary Use) of the Property is to provide municipal water transport. The Lessee desires to use the Property to provide wireless telecommunications services. Therefore,

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor leases to Lessee and Lessee leases from Lessor the right to enter onto and make use of the Property as follows:

1. **PREMISES**

A Lessee is granted a limited, non-exclusive right to use the exterior structure of an existing, Lessor-owned water tank, shown as "Approximate Water Tank Location" in **Exhibit B** to this Agreement, as well as a limited, exclusive right to use three thousand fifty (3,050) square foot parcel of ground space shown as "Lease Area" in **Exhibit B**, along with thirty-nine (39) vertical feet of air space above the ground space, (together, the Premises) located within the Property, for the purpose of installing and operating telecommunications facilities (the Permitted Use).

2. **EFFECTIVE DATE**

This Lease Agreement shall become effective April 1, 2020 (the Effective Date).

3. **PERMITTED USE**

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the construction, placement, operation, maintenance and repair of telecommunications facilities including but not limited to a base station (Base Station) comprised of structures or equipment that enable FCC-licensed or authorized wireless communications between user equipment and a communications network which may include radio transceivers, antennas, coaxial or fiber optic cable, regular and back-up power supplies, and comparable equipment, regardless of technological configuration, but not including a tower or any equipment associated with a tower, as described in 47 C.F.R. § 1.6100 (b) (1). The Base Station shall have been reviewed and approved under all applicable zoning and siting processes in rules, statutes and

law; and shall be an existing, eligible support structure as described in 47 C.F.R. § 1.6100 (b) (4) and 47 C.F.R. § 1.6100 (b) (5). In no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, diminish or interrupt the Primary Use, or the Lessor's quiet enjoyment, or any other use by any party authorized by the Lessor at the Property, whether by lease agreement, license agreement, or otherwise, which is not excluded by this Agreement

B. The existing Base Station is described and illustrated in **Exhibit C** to this Agreement.

C Eligible Facilities Request. Lessor shall not deny, and within sixty (60) days of receipt shall approve, Lessee's request for modification of the Base Station that does not substantially change the physical dimensions of the Base Station, involving (i) collocation of new transmission equipment, (ii) removal of transmission equipment; or (iii) replacement of transmission equipment. Lessor may require Lessee to provide documentation or information at a level of detail sufficient to allow the Lessor to reasonably determine whether the request meets the definition of an eligible facilities request (Eligible Facilities Request) for modification of an eligible support structure as described in 47 C.F.R. § 1.6100 (b) (3). Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe.

D. Other Modifications. Any modification to the Base Station other than those included in an Eligible Facilities Request shall not be a Permitted Use unless the Parties amend this Agreement to allow for such modification by making it a Permitted Use.

E. Failure to Provide Consent. If Lessor fails to provide written notice of either consent or denial of consent within sixty (60) days of Lessor's receipt of an Eligible Facilities Request, the request shall be deemed granted but shall still require prior written notice to Lessor.

F. Installation and Construction. Lessee shall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation or construction of Lessee's facilities. Following Lessor's receipt of such notification, the Parties shall schedule and conduct a meeting (Pre-Construction Meeting) on site to coordinate any and all access, utility, construction, or other issues related to the installation or construction, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted no less than ten (10) days prior to the commencement of installation or construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's facilities commence until all installation and construction issues have been addressed to Lessor's reasonable satisfaction, including Lessor's review of Lessee's installation and construction schedule

G. Repairs. Notwithstanding any other provision of this section, this Agreement is not intended to limit the right or ability of the Lessee to access and install like-for-like replacements and repairs (Repairs) to its facilities at any time and without any prior approval of Lessor. For the avoidance of doubt, the Parties hereby agree that all Repairs are a Permitted Use.

H. Relocation. Lessor may require use or access to some portion of the Property in a manner that permanently interferes with the Permitted Use. In such event, Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires

such use or access, and Lessee shall complete the relocation of its facilities within this period (the Relocation Period) to a location of the Property which is sufficient in its spatial dimensions and capacity to accommodate the Lessee's access, installation, operation and maintenance of the Lessee's facilities for the Permitted Use without extraordinary cost or effort. During the relocation, Lessee shall be allowed, if necessary, in Lessee's reasonable determination, to place a temporary installation on the Property to ensure that the Permitted Use is not interrupted or diminished. Lessor shall reimburse Lessee for the actual direct costs incurred by the Lessee of such relocation. The relocation site must be mutually agreed to in writing by the Parties. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe. If the Parties are unable to agree on a relocation site within the first sixty (60) days of the Relocation Period, either Party may terminate this Agreement in accordance with the Termination section of this Agreement.

4. ACCESS

Lessor grants to Lessee for the Permitted Use nonexclusive vehicular, equipment and pedestrian access to the the Property, and grants to Lessee for the Permitted Use the same benefits to the Access Road as the Lessor enjoys. However, in no event shall the Lessee, or the Lessee's contractors, or any public utility company installing, maintaining or providing utility service to the Lessee, impede, prevent, diminish or interrupt the Primary Use. Lessor may from time to time relocate the Lessee's access route to the Property upon ninety (90) days prior written notice to Lessee provided such relocation does not interrupt Lessee's ability to access the Property, the Premises, Lessee's facilities, Site Utilities, or public utilities, for the Permitted Use.

5. UTILITIES

A Public Utilities. Lessee, at its sole cost and expense, shall obtain separately metered utility services from any public utility company which may be necessary for the Permitted Use. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any public or private utility lines which are rightfully installed on the Property as of the Effective Date.

Lessor shall allow and permit any public utility company, for the Permitted Use, to install above-ground facilities and below-ground utility lines, but not overhead poles or cables, within a utility route (Utility Route) designated as "5' Wide Non-Exclusive Utility Route" on **Exhibit B**. However, this Agreement may not and does not require the Lessor as a municipal subdivision of the State of New Mexico to grant or convey any easement or right upon the Property to a public utility company, whether or not it is a condition of such public utility company for providing service to the Lessee for the Permitted Use. If, during the Term (as defined below), Lessee or any public utility company is unable to use the Utility Route for the Permitted Use and Lessor does not grant Lessee or any public utility company the right to use an alternate route on the Property for the installation of the Site Utilities (as defined below), Lessee shall be permitted to terminate this Agreement upon thirty (30) days written notice to Lessor and without penalty.

B. Private Utilities. Lessor grants to Lessee the right to install underground private utilities (Site Utilities) across the Premises and the Property for the Permitted Use Lessee shall relocate any Site Utility located on the Property but not within the Premises, upon six (6) months prior written notice by Lessor when reasonably provided, and the costs of relocating such Site Utilities shall be borne by Lessee.

6. TERM

The initial term of this Agreement is five years (5) years from the Effective Date (the Initial Term). Thereafter this Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term) unless Lessee delivers to Lessor written notice of Lessee's intent not to automatically renew at lease ninety (90) days before the end of the then current term. The initial Term and any Renewal Terms are hereinafter referred to collectively as the "Term" with three (3) "Optional Additional Terms" of five (5) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

7. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of Two Thousand Dollars ($2,000.00) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor for time to time. Lessee shall identify each Rent payment with the designation or remark "NM4 LAS CAMPANAS". The Rent during the Initial Term shall be subject to increases in accordance with the Rent Escalation section of this Agreement.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days hereafter Lessor will suffer damages that are difficult to calculate. Therefore, the parties agree this if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply to first to any interest owed and then to any principal amount owed

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one-half percent (2.5%) (Rent Escalation) over the Rent and Holdover Rent in effect during the prior month.

8. MAINTENANCE

A. Lessee shall maintain its facilities so that its external appearance conforms to that which is shown in **Exhibit C**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace its facilities and equipment.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Property and the Access Road, to the extent caused by Lessee's (i) construction, operation, maintenance, or other use; or (ii) negligence or willful misconduct Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Property and the Access Road to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee

F. Lessor covenants that it will keep the Lessor's water storage tank located on the Property in good repair as necessary to allow the Permitted Use, as required by federal, state or local law, without impairment or diminishment of the Primary Use.

9. HOLDOVER & HOLDOVER RENT

A. Subject to the provisions of this Agreement, Lessee's right to possess the Premises, and to use the Property and the Access Road, shall immediately terminate at the end of the final Renewal Term or upon termination of this Agreement, unless the Parties are then currently negotiating in good faith to enter into a new agreement for continued use of the Premises.

B. If Lessee fails to remove its facilities, including Site Utilities, and restore the Property and Premises to Lessor upon termination of the Agreement, then the provisions of the Agreement shall continue in full force and effect during a holdover period (Holdover Period) except that. (i) the Term shall then be month-to- month, and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's facilities, including Site Utilities, brought onto the Property by Lessee constitute Lessee's personal property. Lessee may remove any part of the Lessee's facilities and equipment at any time during the Term or the Holdover Period in any manner that does not damage the Property, the Access Road or the Lessor's personal property.

B Notwithstanding anything in this Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Agreement, Lessee shall remove all of its improvements and will, to the reasonable satisfaction of Lessor, restore the Premises and the Property to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of any and all footings, foundations, or concrete installed by Lessee to a depth of two (2) feet below grade. Site Utilities shall be removed in their entirety unless Lessor agrees in writing to a request from Lessee to abandon any or all Site Utilities in place and cede ownership to Lessor. Lessor's approval shall be in the form of a letter of consent signed by the City Manager of the City of Santa Fe, and shall supersede any requirement under this Agreement to remove such improvement.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this section of the Agreement shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent until Lessee has completed all requirements of this section of the Agreement to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that exist as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11A., and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee

B Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Base Station, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) per occurrence; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount not less than Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Lessee shall use commercially reasonable efforts to provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. TAXES

A Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, to the extent that they arise from Lessee's use of such and/or the installation, maintenance, and operation of Lessee's facilities or other improvements at the Premises. Lessee is also solely responsible for any sales tax or other tax imposed on the Rent including any increase in real estate taxes at the Premises that arise from the Lessee's improvements thereon and/or Lessee's use of the same. Lessee shall only be relieved of responsibility for any applicable sales taxes to the extent that Lessee is exempt from the payment of said taxes in the jurisdiction where the Premises is located. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax actually payable by Lessor provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessee's responsibility hereunder also includes, without limitation, any applicable tax obligations under New Mexico Revenue and Taxation Code as hereafter amended or superseded. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest or reimbursement to Lessor of such

payment of a property/possessory interest tax levied on Lessor. Lessee shall be solely responsible for the timely payment of such taxes and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Lessee shall be responsible for the payment of any taxes, levies, assessments and other charges imposed including any franchise and similar taxes imposed upon the business conducted by Lessee at the Premises. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, or the Access Road.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes-previously paid by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which the Agreement may be Sold, Assigned or Transferred Lessor acknowledges and agrees that this Agreement may in whole be sold, assigned or transferred by Lessee without any approval or consent of Lessor to:

(i) Lessee's principal or to any of the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fifty percent (50%) or more of Lessee's assets in the market defined by the Federal Communications Commission (FCC) in which the Premises is located by reason of a merger, acquisition or other business reorganization.

E. Inter-company Roaming Agreements. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Agreement if the performance

remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Agreement terminated

16. TERMINATION

A Termination by Lessee Lessee may terminate this Agreement·

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Base Station or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(ii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Agreement beyond all applicable cure periods; or

(iii) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Agreement pursuant to Section 16.A(iii), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent (if any) for the then current lease year Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Agreement if·

(i) Lessee fails to cure any monetary breach of this Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful material interference with Lessor's equipment pursuant to Section 11 .A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Agreement beyond all applicable notice and cure periods.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for the Permitted Use, Lessee may terminate this Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Property or Access Road, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Property or the Access Road is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Property and Access Road, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement, and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Property or the Access Road, except as specifically provided for pursuant to this Agreement

20. ENVIRONMENTAL

A Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, or the Access Road. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, or the Access Road, to the extent

caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party

C The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority.

Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, or the Access Road before the date of this Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Agreement.

21. NOTICES

All notices and demands in regards to this Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:

City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate
Site ID: NM4 LAS CAMPANAS

Either Party may change its notice addresses in this Section upon written notice to the other Party Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22 WAIVER OF LIENS

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Lessee's facilities or any portion thereof.

23. BANKRUPTCY

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended)

B. Any person or entity, to which this Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. TECHNICAL STANDARDS

Lessee agrees that the physical installation and operation of the Lessee's facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. MEMORANDUM OF LEASE

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Agreement and attached hereto are made a part hereof and reincorporated herein by reference In the event of a conflict between the terms and conditions of this Agreement and those of any exhibits attached hereto, the words of this Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person

acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor- authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publicly disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Agreement

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Property and the grantee of the Access Road, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B Lessee is solely responsible for complying with the Santa Fe County land Development Code and for payment of all governmental fees.

C Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Lessee's facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Agreement. In no event shall such indemnification obligations under this Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(1) any work or act done in, on or about the Premises, the Property, or the Access Road, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Lessee's facilities, except to the extent

such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its part to be performed or complied with, and

(v) any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Property or the Access Road. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Property or Access Road, or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other persons working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel mutually-selected by Lessor and Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Agreement. Nothing in this Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance with this Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Agreement.

C. Survival. Terms and conditions of this Agreement which by their sense and context survive the termination, cancellation or expiration of this Agreement will so survive, whether or not specifically required in any Section or provision of this Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases

F. Choice of Laws and Venue This Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate

for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties The waiver by either Party hereto of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

J Integration. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request

L. Successors. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Agreement.

O. 47 U.S.C. §1455(a). The Parties acknowledge and agree that Lessor grants this Agreement in its proprietary capacity as owner of the Premises and the Property, and as the grantee of the Access Road The Parties further acknowledge and agree that the provisions of 47 U.S C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R 3630,126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Agreement.

P. 47 C.F.R. § 1.6100 is hereby incorporated by reference into this Agreement (i) to the extent applicable and (ii) for so long as such section remains valid law.

Q. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego such due diligence necessary to determine the condition and suitability of the Premises and Property

R. No Partnership. This Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

S. Right to Place Antenna. Parties acknowledge and agree that Lessor reserves rights to place antenna(s) on tank or on premises if necessary as part of its Primary Use or for emergency services as needed with proper notice to Lessee and without compensation.

T. Prior Terminated Agreement Lessor and Lessee agree that this Agreement replaces the Option and Easement Agreement dated March 29, 1995 between Sangre de Cristo Water Company, Lessor and New Mexico #4 Santa Fe RSA West Limited Partnership c/o USWest NewVector Group, Inc., referenced by Lessee as Contract "LAS CAMPANAS NM RSA #4 (the Option and Easement Agreement). During the termination of the Terminated Agreement and the commencement of this Agreement, Lessee may continue to make, and Lessor may continue to receive, rental and other payments pursuant to the Option and Easement Agreement. In such event, any rental or other payments made pursuant to the Option and Easement Agreement after its termination shall be applied and credited against any rentals or other payments due under this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.] [SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this_____day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:41 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

51150.460350 Corrected Funding: 2122800.460350
BUSINESS UNIT/LINE ITEM AJH
AJH

LESSEE:
CELLCO PARTNERSHIP d/b/a VERIZON WIRELESS

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21 day of October, 2021 by Desmond Jackbir.

Commission Expires: March 31, 2023
(Seal)

_____
Notary Public

CYNTHIA A ROTER, NOTARY PUBLIC
COMM. NO. 580357
COMM. EXP. 03/31/2023
MARICOPA CO., AZ

EXHIBIT A
Special Warranty Deed
(6 pages)

Closing Document No 2 3

SPECIAL WARRANTY DEED
(Real Property/Urban)

PUBLIC SERVICE COMPANY OF NEW MEXICO (including its division Sangre de Cristo Water Company), a New Mexico corporation, for consideration paid, grants to **CITY OF SANTA FE, NEW MEXICO**, a municipal corporation, whose address is Post Office Box 909, Santa Fe, New Mexico 87504-0909, the following described real estate in Santa Fe County, New Mexico:

The real estate parcels more particularly described in Exhibits "A" through "O" attached hereto and incorporated herein by reference;

SUBJECT, HOWEVER, TO:

1. Such covenants, conditions, restrictions, reservations and encumbrances as are applicable to particular parcels and expressly enumerated in the aforementioned exhibits;

2. Liens for taxes, assessments and governmental charges not yet due and payable;

3. Zoning laws and ordinances and similar governmental land use regulations; and

4. Rights reserved to any governmental authority to regulate the affected property

with special warranty covenants.

COUNTY CLERK SANTA FE COUNTY NEW MEXICO

COUNTY OF SANTA FE
STATE OF NEW MEXICO 909 } ss
I hereby certify that this instrument was filed for record on the 3 day of July A.D. 19 at 9:55 o'clock A.M. and was duly recorded in book 1128 page 317 - 322 of the records of Santa Fe County.
Witness my Hand and Seal of Office
Jona G. Arrejo
County Clerk, Santa Fe County, N.M.
Deputy

Exhibit A

1178379

EXHIBIT INDEX TO SPECIAL WARRANTY DEED
(REAL PROPERTY/URBAN)

EXHIBIT	TRACT NO.	COMMON NAME
A	Tract 1	Alto St. Well
B	Tract 2	Agua Fria Well
C	Tract 3	Buckman Reservoir
D	Tract 4	St. Michaels Well
E	Tract 5	Dempsey Tank Site (New)
F	Tract 14	Osage Well
G	Tract 16	Torreon Well
H	Tract 18	Hydro Plant
I	Tract 19	Acre Estates Well
J	Tract 21	Service Center
K	Tract 24	Bauer
* L	Tract 26	Santa Fe Well
M	Tract 27	Buckman Booster #4
N	Tract 28	Country Club Estates
O	Tract 29	Hickox St. Well

Exhibit A

1178417

FEE SIMPLE. TRACT 27
Buckman Boorter Station #4, as shown and delineated on that certain plat of survey entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M P.M , Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No 5837, dated May 24, 1994 and filed as Document No 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico, and described as follows:

A certain tract of land lying and being situate within Section 8, T.17 N., R.9 E , N M P.M., within the County of Santa Fe, New Mexico and being more particularly described by metes and bounds on a plat of survey titled "Plat of Survey Prepared for Public Service Company of New Mexico, Booster Station #4, La Tierra, Within Section 8, T 17 N , R.9 E., N.M.P.M., Santa Fe County, New Mexico", by Richard E. Smith, NMPS No 5837, dated May, 1994, as follows: Beginning at the southwesterly corner of the tract, a capped rebar marked "Dawson #7014" found, from whence a capped rebar marked "Koogle & Poulo Eng. 1358 20" being the corner common to Sections 7, 8, 17 & 18, T.17 N., R.9 E., bears S. 53°00'50" W., 529.55 feet; thence from said point of beginning, N. 27°59'00" E., 270.00 feet to a S. & W. capped rebar set; thence, S. 62°01'00" E., 300 15 feet to a S. & W capped rebar set; thence, S. 27°59'00" W., 270.00 feet to a capped rebar marked "Dawson #7014" found; thence, N. 62°01'00" W., 300.15 feet to the point and place of beginning.

TOGETHER WITH

EASEMENT APPURTENANT TO TRACT 27

A strip of land forty (40) feet wide being twenty (20) feet on either side of the following described centerline, more fully described as follows: Beginning at a point on the west property line of Booster Station No. 8, Buckman Water Project, lying within Section 8, Township 17 North, Range 9 East, of the New Mexico Principal Meridian, from whence the southwest corner of said property bears S. 27°59'00" W., a distance of one hundred and thirty-two (132.00) feet; thence from said point of beginning N. 62°01' W., a distance of thirty-eight (38.0) feet; thence N. 27°59' E., a distance of two hundred thirty-five (235.0) feet to a point on the Santa Fe, Buckman Road and the end of the line herein described Created by Grant of Easement by and between La Tierra, Ltd., a New Mexico limited partnership and Public Service Company of New Mexico, dated September 30, 1987 and recorded in Misc. Book 592, Page 975, and as shown and delineated on that certain plat entitled "Plat of Survey for Public Service Company of New Mexico Buckman Booster Station #4, La Tierra within Section 8, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico", prepared by Richard E. Smith, NMPS No. 5837, dated May 24, 1994 and filed as Document No. 868,743 in Plat Book 278, Page 045, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Exhibit A

1178418

SUBJECT TO THE FOLLOWING EXCEPTIONS:

Terms and Conditions contained in Patent from United States of America to State of New Mexico, dated October 13, 1916, and recorded in Misc. Book 524, Page 462, in the records of Santa Fe County, New Mexico.

Terms, Conditions and Reservation contained in Patent from the State of New Mexico to Robert H. Weil and Suzanne H. Weil, dated December 13, 1977, and recorded in Misc. Book 356, Page 646, in the records of Santa Fe County, New Mexico.

Dirt road, deviation of fences from property boundary lines, encroachment of Gas Company fence - utility boxes on Northeast side, and encroachment of utility box onto west side, utility box on concrete pad within 10 foot wide utility easement, 10 foot wide underground utility easements, underground gas lines, underground telephone lines, underground water lines, underground cable TV line, concrete headwalls and irrigation pinflags, rights of others in and to that area lying between the east fence line and the area occupied by the Gas Company of New Mexico, all as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico.

Rights of others in and to the easement granted herein.

Reversionary Clause in Warranty Deed from La Tierra, Ltd., to Public Service Company of New Mexico, dated September 30, 1987 and recorded in Book 592, Page 973, in the records of Santa Fe County, New Mexico.

Easement Agreement by and between Sangre de Cristo Water Company and New Mexico #4 Santa Fe RSA West Limited Partnership, as evidenced of record by Memorandum of Option and Easement Agreement dated March 29, 1995 and recorded in Book 1162, Pages 647-651, and as shown on Plat of Survey for Public Service Company of New Mexico, by Richard E. Smith, NMPS No. 5837, dated May 6, 1994 and recorded on June 30, 1994 as Document No. 868,743 in Plat Book 278, Page 45, amended May 5, 1995 and filed as Document No. 909,045 and recorded in Plat Book 307, Page 033, in the records of Santa Fe County, New Mexico (the "Plat").

Exhibit A

1178419

TRACT 27

RESERVING AND EXCEPTING unto Grantor, its successors and assigns, nonexclusive utility easements for the 10' Wide Underground Utility Easements, and the utility box on concrete pad located on such easements, as shown on the above-referenced Plat.

Exhibit B
Existing Utility Route Sketch
(2 pages)

Exhibit B

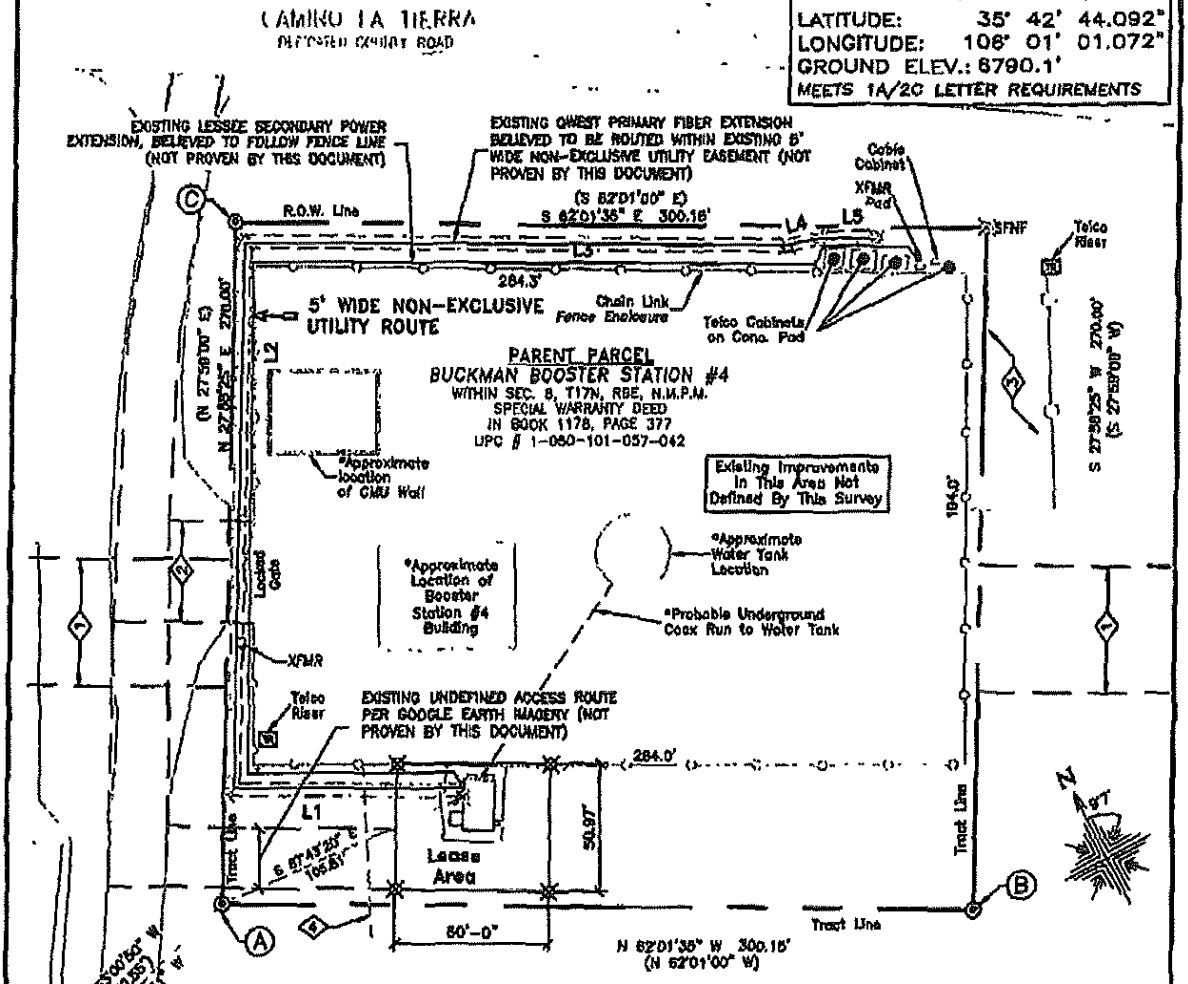
EXISTING UTILITY ROUTE SKETCH

GENERAL LEGAL DESCRIPTION OF LESSOR'S PARCEL

SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO

COORDINATE REPORT (NAD83/NAVD88)

LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
MEETS 1A/2C LETTER REQUIREMENTS



LEGEND

- FOUND 5/8" REBAR W/ALUMINUM CAP STAMPED "R&P 1358 20" [SW CORNER SECTION 8]
- FOUND SURVEY MONUMENT (AS NOTED)
- CALCULATED CORNER (POINT NOT SET)
- SFNF SEARCHED FOR NOT FOUND
- ( ) BEARING AND DISTANCE IN PARENTHESIS ARE FROM DOCUMENTS OF RECORD
- * SHOWN FOR REFERENCE, NOT DEFINED BY THIS SURVEY

NOTES:

1) UTILITY ROUTES SHOWN HEREIN ARE BASED ON HISTORICAL DATA AND REASONABLE ASSUMPTIONS, AND ARE NOT PROVEN BY THIS DOCUMENT.
2) PRIVATE UTILITY LOCATES ARE RECOMMENDED TO CONFIRM THE ROUTES SHOWN.

LINE	BEARING	DISTANCE
L1	N 82°01'35" W	81.45'
L2	N 27°58'25" E	216.48'
L3	S 82°01'35" E	217.21'
L4	S 78°33'57" E	13.67'
L5	S 82°01'35" E	21.69'

60'-0" 0 60'-0"
30' 15'
SCALE: 1" = 60'-0"

DESIGNED FOR:
verizon
4821 ELIBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY:
15 INFRASTRUCTURE PARTNERS

PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK1
DATE: 10/11/2019 9:40 AM	

Exhibit B

KEYED NOTES

(A) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ORIGIN OF SURVEY]

(B) FOUND #4 REBAR W/CAP STAMPED "LS 7014" [HELD FOR ALIGNMENT]

(C) FOUND #5 REBAR W/ALUMINUM CAP STAMPED "S&W 5837"

<1> 60' WIDE P.N.M WATERLINE EASEMENT BOOK 092, PAGE 978-984 SANTA FE COUNTY RECORDS

<2> 40' WIDE ACCESS EASEMENT BOOK 592, PAGE 975 SANTA FE COUNTY RECORDS

<3> GAS COMPANY OF NEW MEXICO Non-Accessible Chain Link Enclosure

<4> CAUTION: Approximate Location of Potential Underground 2" PVC Pipe [Shown on Record Plat Filed June 30, 1994, Book 278, Page 048]

REFERENCE DOCUMENTS:	
1.	NEW LIGHT POLE ARM TO BE INSTALLED AT THE ELEVATION REQUIRED TO ENSURE THE HEIGHT OF THE LIGHT REMAINS CONSISTENT WITH EXISTING LIGHT POLES OF SIMILAR DESIGN
2.	SPECIAL WARRANTY DEED, BETWEEN PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTOR) AND CITY OF SANTA FE, NEW MEXICO (GRANTEE), RECORDED JULY 3, 1995, IN BOOK 1178, PAGE 377, RECORDS OF SANTA FE COUNTY, NM.
3.	GRANT OF EASEMENT, BETWEEN LA TIERRA, LTD (GRANTOR) AND PUBLIC SERVICE COMPANY OF NEW MEXICO (GRANTEE), RECORDED SEPTEMBER 30, 1981, IN BOOK 592, PAGE 975, RECORDS OF SANTA FE COUNTY, NM.
4.	MEMORANDUM OF OPTION & EASEMENT AGREEMENT, BETWEEN SANGRE DE CRISTO WATER COMPANY (GRANTOR) AND NEW MEXICO #4 SANTA FE RSA WEST LIMITED PARTNERSHIP (GRANTEE), RECORDED MAY 9, 1995, AS DOCUMENT NO. 903,024, IN BOOK 1102, PAGE 647, RECORDS OF SANTA FE COUNTY, NM.
5	PLAT OF SURVEY PREPARED FOR PUBLIC SERVICE COMPANY OF NEW MEXICO, RECORDED JUNE 30, 1994, IN PLAT BOOK 278, PAGE 045, RECORDS OF SANTA FE COUNTY, NM.

DESIGNED FOR: verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

DESIGNED BY: 15 INFRASTRUCTURE PARTNERS

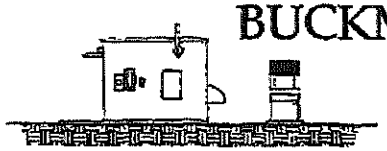
PROJECT NAME:	VZW NM4 LAS CAMPANAS
PROJECT ADDRESS:	BUCKMAN BOOSTER STATION #4
SHEET TITLE:	LEASE EXHIBIT A
BY: DWW	SHEET NUMBER: SK2
DATE: 10/11/2019 9:40 AM	

Exhibit C

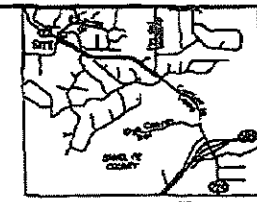
verizon wireless

NM4 LAS CAMPANAS
BUCKMAN BOOSTER STATION #4

PARCEL NO. #1050101057042
SANTA FE, NEW MEXICO
SANTA FE COUNTY



SOUTHWEST ELEVATION



VICINITY MAP
NORTH

GENERATOR INSTALLATION PROJECT

SHEET INDEX

SHT	TITLE	REV
T1	TITLE SHEET	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]

PROJECT INDEX:

[illegible]

DRIVING DIRECTIONS:

[illegible]

GENERAL PROJECT NOTES:

[illegible]

BUILDING CODE ANALYSIS (2006 INTERNATIONAL BUILDING CODE):

PROPERTY OWNER:	[illegible]		
ASSESSOR'S PARCEL NO:	[illegible]		
OCCUPANCY CLASSIFICATION:	U - UTILITY & MISC.		
TYPE OF CONSTRUCTION:	TYPE V-A		
ITEM:	REQUIRED/ALLOWED:	PROVIDED:	COMPLIANCE:
FIRE SPRINKLER:	NO	N/A	YES
FIRE ALARM:	NO	YES, ALARMED DECK TO MARKET SWITCH FACILITY	YES
BUILDING HEIGHT:	UP TO 50'	N/A	YES
BUILDING STORIES:	2	N/A	YES
BUILDING AREA:	UP TO 9,000 SQ. FT.	N/A	YES
OCCUPANT LOAD:	N/A	N/A	YES
NUMBER OF EXITS:	1	N/A	YES
FIRE RESISTANCE OF EXTERIOR WALLS:	1 HOUR	N/A	YES
FIRE RESISTANCE RATING OF BUILDING ELEMENTS:	1 HOUR	N/A	YES
PROTECTION OF OPENINGS:	N/A	N/A	YES
NON-COMBUSTIBLE OR PROTECTED WATER:	N/A	N/A	YES
ROOF CONSTRUCTION MATERIAL:	CLASS B	N/A	YES
PLUMBING FIXTURES:	NONE	N/A	YES
SPECIAL CONSTRUCTION:	N/A	N/A	YES

FCC COMPLIANCE:

[illegible]

ADA COMPLIANCE:

[illegible]

PROJECT DESCRIPTION:

[illegible]

ABBREVIATED LEGAL DESCRIPTION:

[illegible]

APPROVED FOR CONSTRUCTION

NM4 LAS CAMPANAS GENERATOR INSTALLATION

BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

TITLE SHEET

T1

Exhibit C

GENERAL PROJECT NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR SIGNS TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PAVEMENT OR THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF WORK IS THE CONTRACTOR RESPONSIBILITY.
2. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE AND FEDERAL REQUIREMENTS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL REQUIREMENTS OF THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
4. EXISTING SOIL MATERIAL AND DEBRIS CAUSED BY THIS CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LEGAL MANNER.
5. CONTRACTOR SHALL MAKE ADJUSTMENTS TO GRADING ELEMENTS AS NECESSARY TO ENSURE A DRY SITE DUE TO DRAINAGE CONDITIONS.
6. CONSTRUCTION SHALL CONSIST OF A CONSTRUCTION LAYDOWN AREA WITH SWC PROPERTY CORNER. CONSTRUCTION LAYDOWN AREA SHALL BE FENCED AS WITH TEMPORARY (4'6 DIA) CONSTRUCTION FENCE, 6' HIGH CHAIN LINK FABRIC. THE TEMPORARY FENCE SHALL BE REMOVED AT THE END OF CONSTRUCTION. ONCE THE LAYDOWN AREA ADJACENT TO ITS ORIGINAL CONDITION.
7. ALL SOIL COMPACTION SHALL BE A MINIMUM OF 95% MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557. CONTRACTOR TO COMPACT ALL SOIL DISTURBED TO ENSURE ALL FOUNDATION AND FOOTINGS.
8. ANY INFORMATION REGARDING WELLS CREATED FROM RECORDED INFORMATION AND DOES NOT CONSTITUTE A LEGAL BOUNDARY SURVEY.

CHAIN LINK FENCE NOTES:

OVERALL FENCING PER ASTM F-552. SWING GATES PER ASTM F-900

1	GATE POSTS, 4" SCHEDULE 40 PIPE FOR GATE WIDTHS UP THROUGH 6 FEET OR 1/2 FOOT FOR DOUBLE SWING GATES, PER ASTM F-1083.
2	LINE POSTS, 2" (2.375 O.D.) SCHEDULE 40 PIPE PER ASTM F-1083, 10'-0" MAX. SPACING BETWEEN POSTS.
3	TERMINAL POSTS, 3" SCHEDULE 40 PIPE PER ASTM F-1083.
4	GATE FRAMES 1 1/2" (1.610" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
5	TOP RAIL & BRACE RAIL 1 1/2" (1.677" O.D.) SCHEDULE 40 PIPE, PER ASTM F-1083.
6	FABRIC 9 GA. CORE WIRE (OR 2" MESH, CONFORMING TO ASTM A-392.
7	TIE WIRES MINIMUM 11 GA. GALVANIZED STEEL AT POSTS AND RAILS @ SPACING EQUAL OR CLOSER THAN OF FABRIC TIE AND AT TENSION WIRE BY HOG RINGS SPACED MAX. 24" APPEARANCE.
8	TENSION WIRE 7 GA. GALVANIZED STEEL.
9	BARBED WIRE DOUBLE STRAND 12-1/2 O.D. TWISTED WIRE TO MATCH MESH FABRIC 14 GA. 4 PT. BARB SPACED ON APPROXIMATELY 5" CENTERS.
10	GATE LATCH 1 3/8" O.D. PLUNGER ROD W/ MUSHROOM TYPE CHECK AND LOCK.
11	LOCAL ORDINANCE OF BARBED WIRE FENCE REQUIREMENTS SHALL BE COMPLIED WITH IF APPLICABLE.

IBC 2006 STRUCTURAL DESIGN CRITERIA:

1. ALL LOADS DERIVED FROM REQUIREMENTS OF MINIMUM BUILDING CODE 2006 (IBC 2006) AND MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7)
2. SNOW LOAD LOADS: SECTION 1603.11.2 APPLIES
   - I_s = 1.0
   - R_s = 1.0 (UNIFORM)
   - R_s = 1.0 (DRIFT)
3. WIND LOADS: SECTION 1609.1 AND ASCE 7 SECTION 6.5.1 APPLIES
   - EXP B, 100 = 150MPH
   - RISK & EXPOSURE CODE = 1.0
   - IMPORTANCE FACTOR = 1.0
4. SEISMIC LOADS: SECTION 1613.5.2.2 AND ASCE 7 SECTION 9.5.5 APPLIES "SIMPLIFIED ANALYSIS PROCEDURE". ASCE 7 SECTION 9.5.2.3.1 SATISFIED.

   SEISMIC USE GROUP I, SITE CLASS D

   $V = \frac{1.2 S_{DS}}{R} W$

   - S_S = SITE COEF. = 1.0
   - S_1 = SPECTRAL ACCELERATION = 3.5
   - $S_{MS} = F_a S_S$ = 0.75
   - $S_{M1} = F_v S_1$ = 0.447

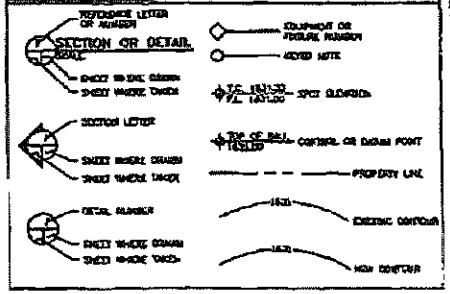
CONCRETE NOTES:

1. CONCRETE COMPRESSIVE STRENGTH SHALL BE 4,000 PSI @28 DAYS.
2. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60.
3. CONTRACTOR SHALL PROVIDE CLEARANCE FOR ALL RISERS OF 3" UNLESS NOTED OTHERWISE.
4. ALL REBAR SHALL BE SUPPORTED ABOVE SOIL SURFACE WITH NON-CORRODED METAL WIRE CHAIRS.

GENERATOR INFORMATION:

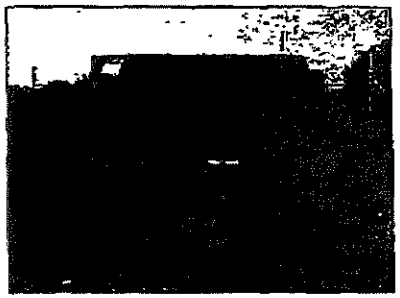
1. THE INTENDED USE OF THE GENERATOR IS FOR BACK-UP POWER PURPOSES ONLY. THE GENERATOR WILL BE PERIODICALLY CYCLED AND EXERCISED TO ENSURE CONTINUED RELIABILITY.
2. THE GENERATOR OPERATES AT AN AVERAGE SOUND LEVEL OF 69 DECIBELS WHICH IS COMPARABLE TO THE SOUND LEVEL OF A NORMAL CONVERSATION BETWEEN TWO PEOPLE (70 DECIBELS).

LEGEND OF SYMBOLS

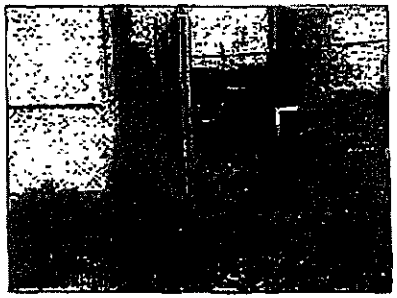


SYMBOLS USED AS ABBREVIATIONS:

∠ L	ANGLE	⊥	PERPENDICULAR
℄	CENTERLINE	ø	ROUND/DIAMETER
[C	CHANNEL	□	SQUARE
@	AT/BY	~	APPROXIMATELY



VIEW OF NEW GENERATOR LOCATION



VIEW OF NEW GENERATOR LOCATION

APPROVED FOR CONSTRUCTION

verizon wireless

4811 DARIAN RD
ALBUQUERQUE, NM 87111

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TOWNSON TECHNOLOGIES

1575 SHERMAN AVE, NO. 3000 EVANSTON, IL 60201
TEL 847-733-4033 FAX 847-733-4031

REV	DATE	DESCRIPTION
A	07/24/09	ZONING
B	08/21/09	ZONING
C	09/21/09	ZONING
D	10/21/09	ZONING
E	11/21/09	ZONING
F	12/21/09	ZONING
G	01/21/10	ZONING
H	02/21/10	ZONING
I	03/21/10	ZONING
J	04/21/10	ZONING
K	05/21/10	ZONING
L	06/21/10	ZONING
M	07/21/10	ZONING
N	08/21/10	ZONING
O	09/21/10	ZONING
P	10/21/10	ZONING
Q	11/21/10	ZONING
R	12/21/10	ZONING
S	01/21/11	ZONING
T	02/21/11	ZONING
U	03/21/11	ZONING
V	04/21/11	ZONING
W	05/21/11	ZONING
X	06/21/11	ZONING
Y	07/21/11	ZONING
Z	08/21/11	ZONING

JASON D. DICKMAN
STATE OF NEW MEXICO
14846
REGISTERED PROFESSIONAL ENGINEER

NM4 LAS CAMPANAS GENERATOR INSTALLATION

BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM

SPECIFICATION & PHOTO SHEET

07-027-135

SP1

Exhibit C

SOUTHWEST ELEVATION
SOUTHEAST ELEVATION
APPROVED
FOR CONSTRUCTION
JASON D. DICKMAN
NEW MEXICO
PROFESSIONAL ENGINEER
TowerDom
TECHNOLOGIES
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM.
ELEVATIONS
C3

Exhibit C

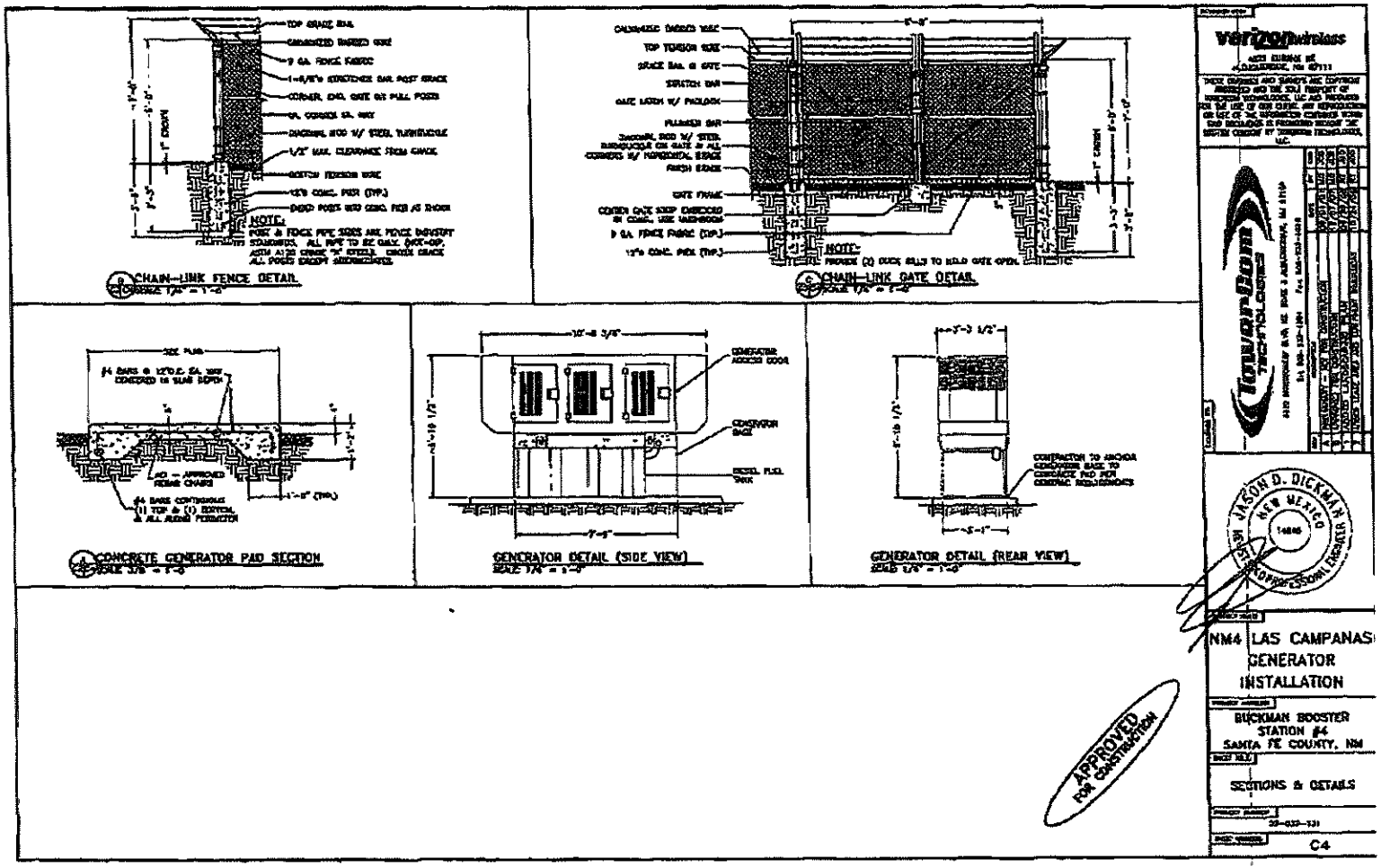

CHAIN-LINK FENCE DETAIL
CHAIN-LINK GATE DETAIL
CONCRETE GENERATOR PAD SECTION
GENERATOR DETAIL (SIDE VIEW)
GENERATOR DETAIL (REAR VIEW)
APPROVED FOR CONSTRUCTION
JASON D. DICKMAN
NEW MEXICO
14886
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
SECTIONS & DETAILS
C4

Exhibit C

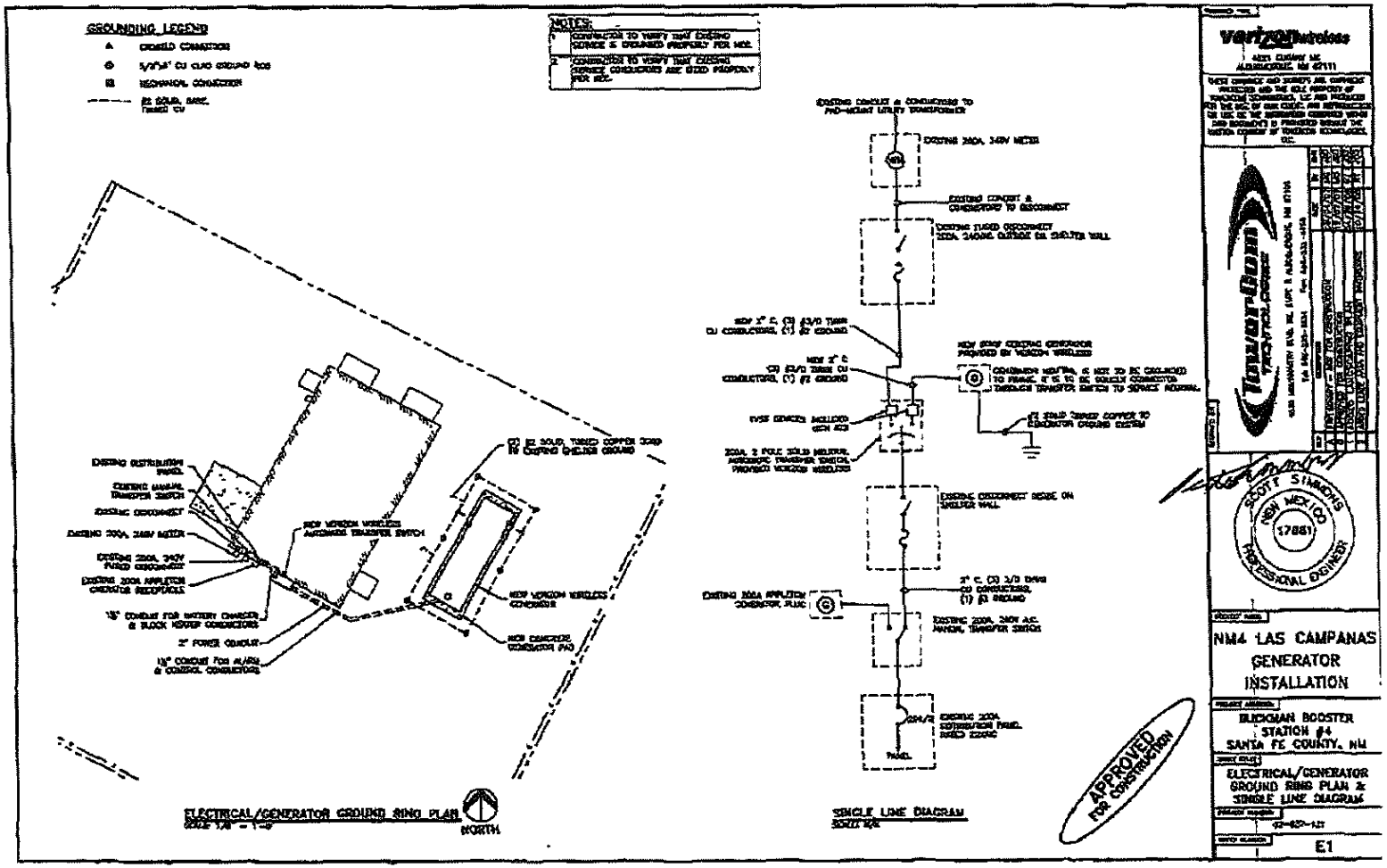

GROUNDING LEGEND
NOTES:
ELECTRICAL/GENERATOR GROUND RING PLAN
NORTH
SINGLE LINE DIAGRAM
APPROVED FOR CONSTRUCTION
verizonwireless
SCOTT SIMMONS
NEW MEXICO
17881
PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS
GENERATOR
INSTALLATION
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
ELECTRICAL/GENERATOR
GROUND RING PLAN &
SINGLE LINE DIAGRAM
E1

Exhibit C

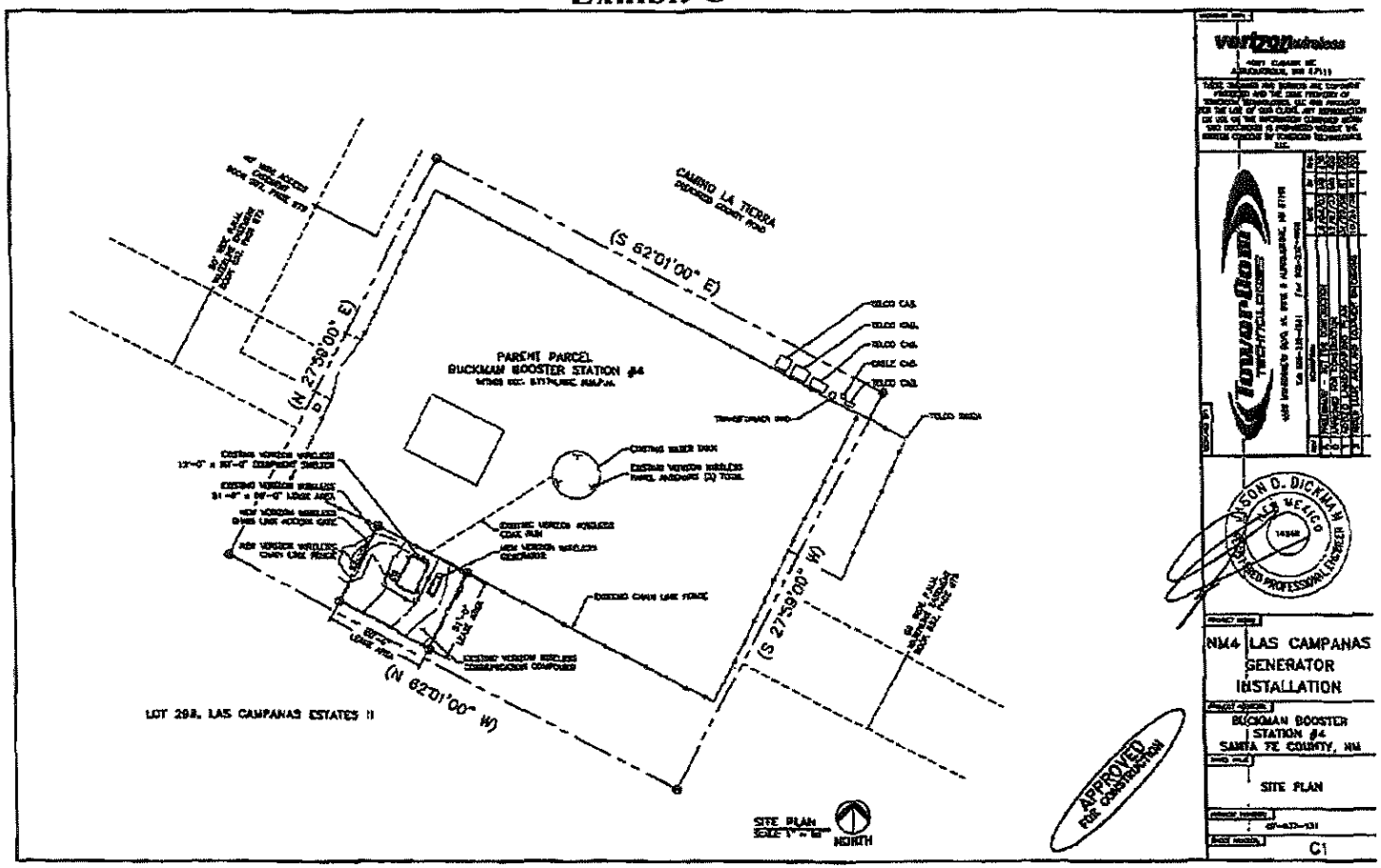

CAMINO LA TIERRA
PARENT PARCEL
BUCKMAN BOOSTER STATION #4
(S 62°01'00" E)
(N 27°59'00" E)
(S 27°59'00" W)
(N 62°01'00" W)
LOT 298, LAS CAMPANAS ESTATES II
SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION
verizon wireless
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
SITE PLAN
C1

Exhibit C

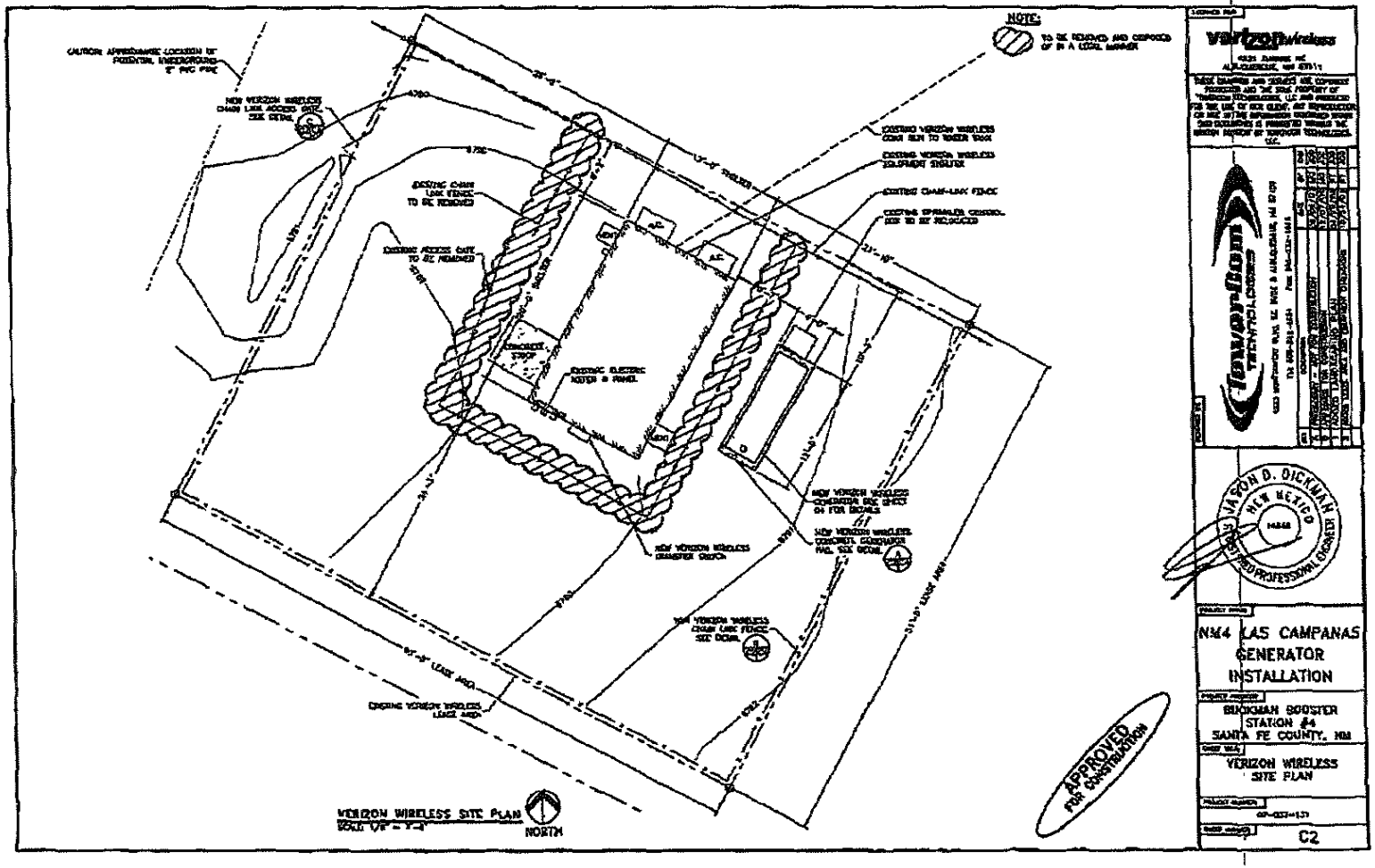

NOTE:
VERIZON WIRELESS SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION
verizonwireless
JASON D. DICKMAN
NEW MEXICO
REGISTERED PROFESSIONAL ENGINEER
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BRICKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
VERIZON WIRELESS SITE PLAN
C2

Exhibit C

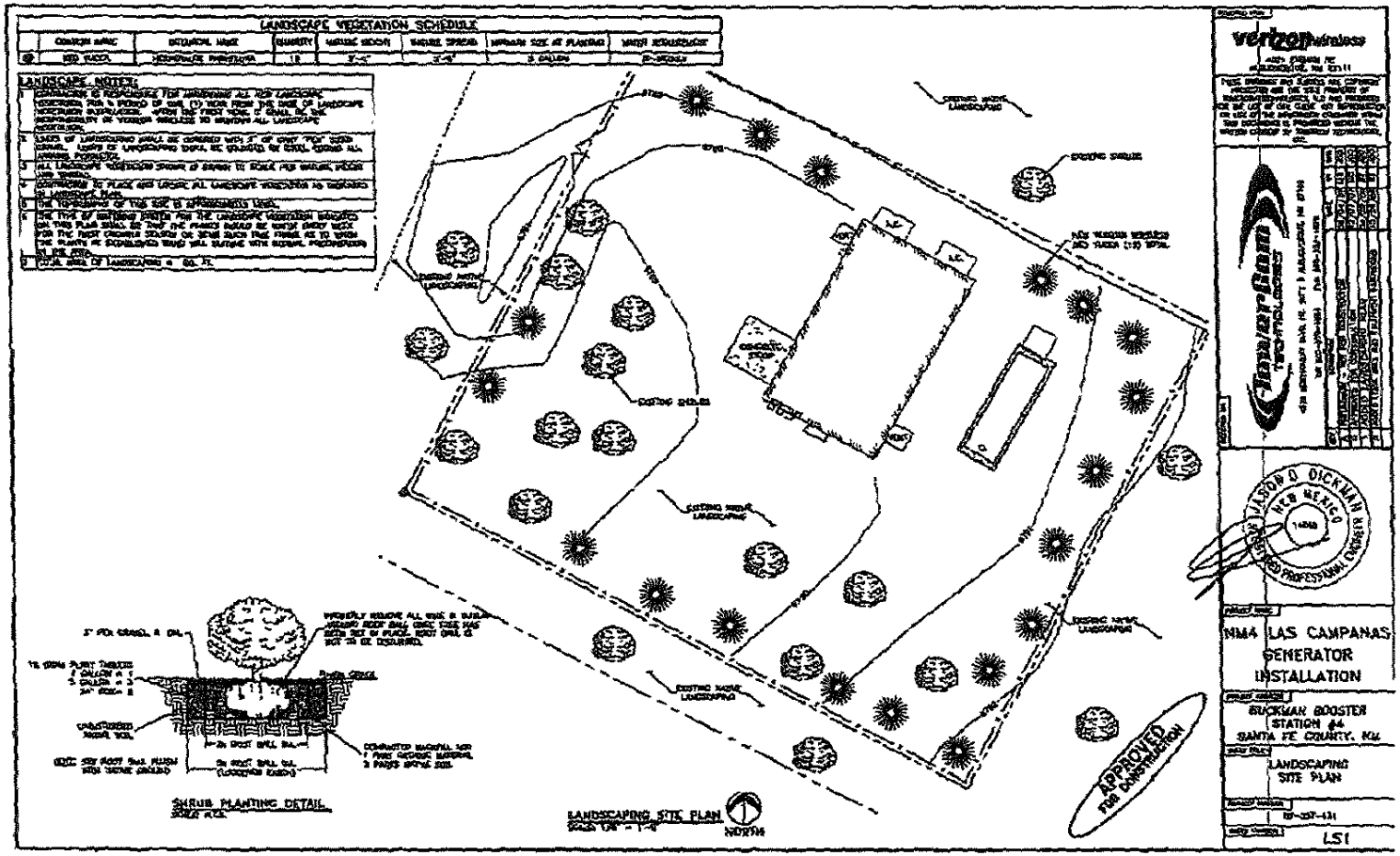

LANDSCAPE VEGETATION SCHEDULE
LANDSCAPE NOTES:
verizon wireless
JASON D. DICKMAN
NEW MEXICO
NM4 LAS CAMPANAS GENERATOR INSTALLATION
BUCKMAN BOOSTER STATION #4
SANTA FE COUNTY, NM
LANDSCAPING SITE PLAN
LS1
SHRUB PLANTING DETAIL
LANDSCAPING SITE PLAN
NORTH
APPROVED FOR CONSTRUCTION

Exhibit C

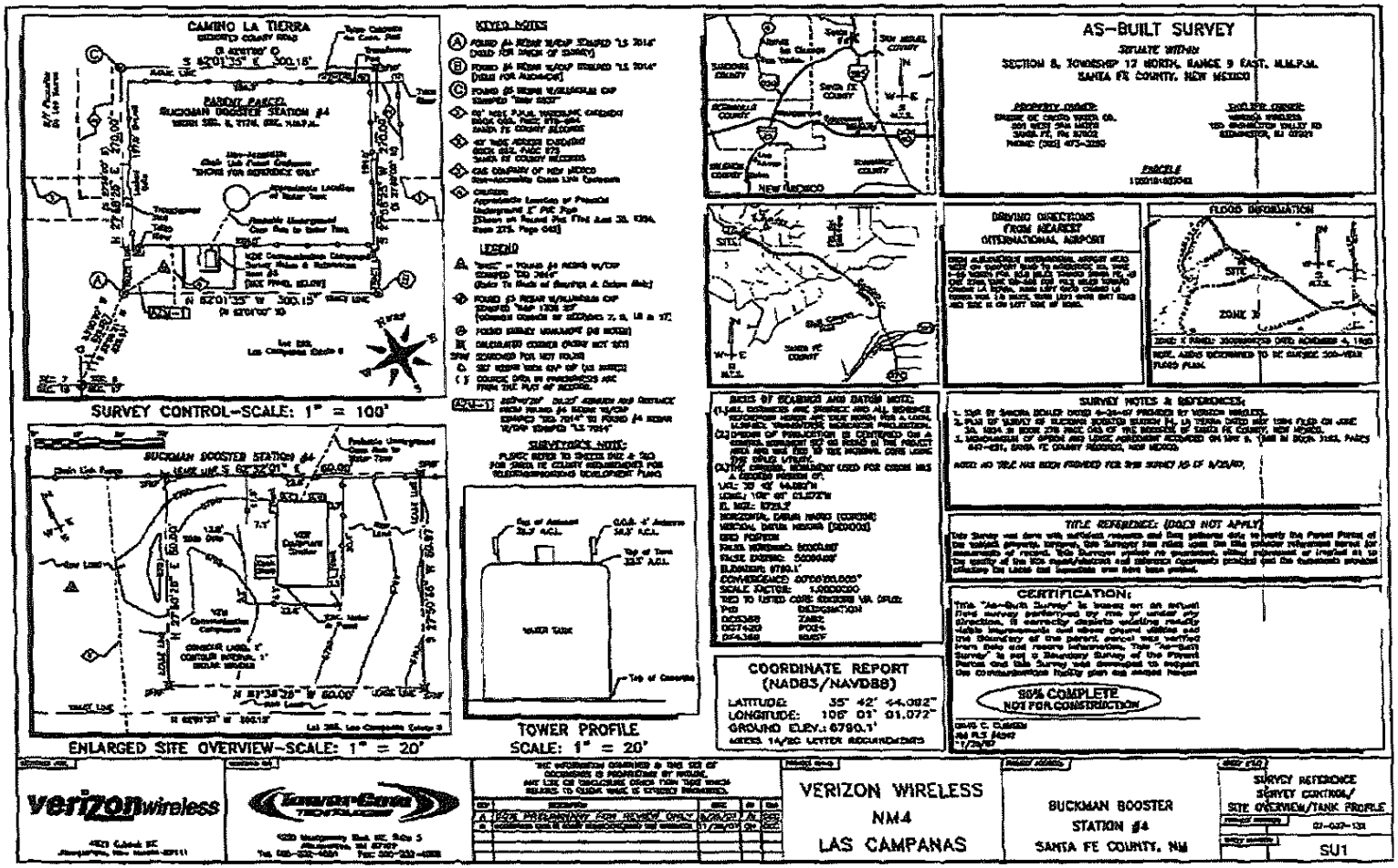
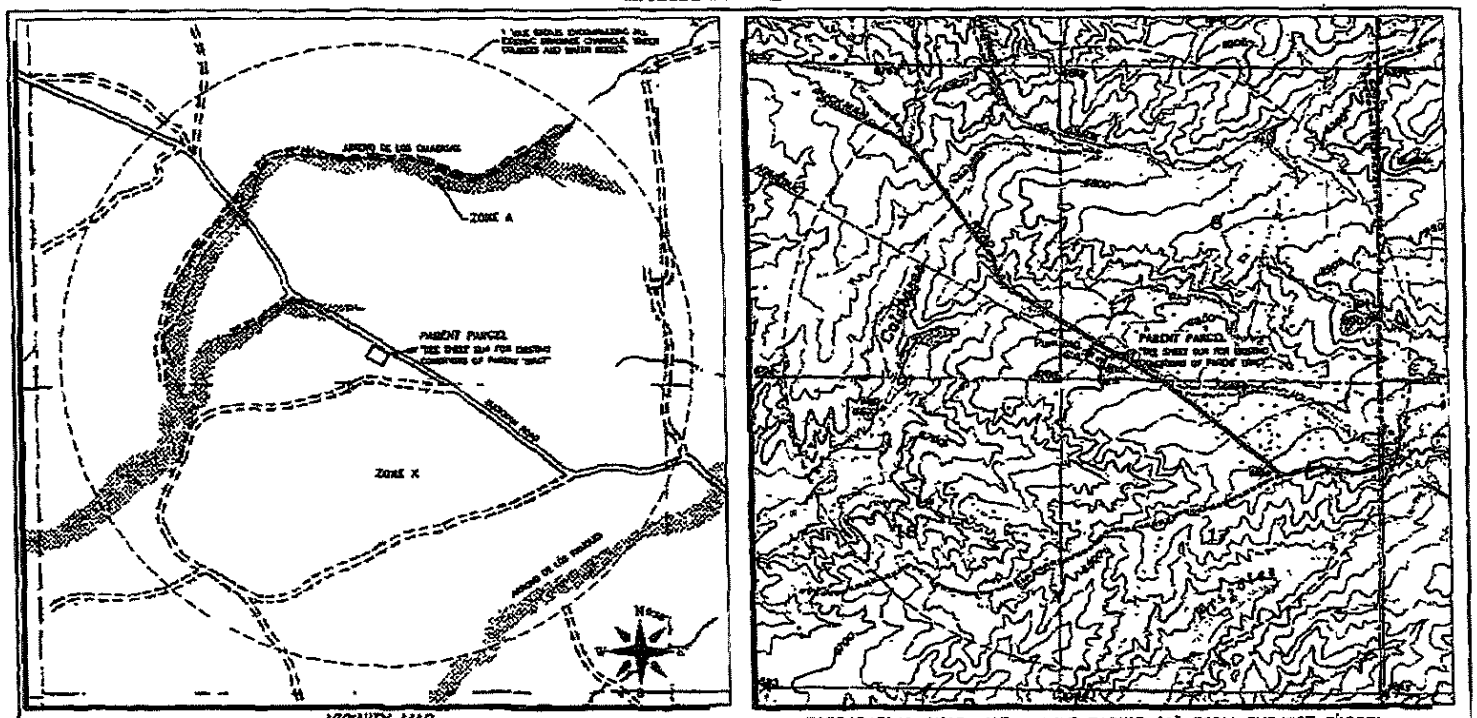

CAMINO LA TIERRA
PARENT PARCEL
BUCKMAN BOOSTER STATION #4
SURVEY CONTROL–SCALE: 1" = 100'
ENLARGED SITE OVERVIEW–SCALE: 1" = 20'
KEYED NOTES
LEGEND
SURVEYOR'S NOTE:
TOWER PROFILE
SCALE: 1" = 20'
AS–BUILT SURVEY
SITUATE WITHIN
SECTION 8, TOWNSHIP 17 NORTH, RANGE 9 EAST, N.M.P.M.
SANTA FE COUNTY, NEW MEXICO
PROPERTY OWNER:
LOCATION OWNER:
PARCEL
DRIVING DIRECTIONS FROM NEAREST INTERNATIONAL AIRPORT
FLOOD INFORMATION
SURVEY NOTES & REFERENCES:
BASIS OF BEARINGS AND DATUM NOTE:
TITLE REFERENCE: (DOES NOT APPLY)
CERTIFICATION:
COORDINATE REPORT
(NAD83/NAVD88)
LATITUDE: 35° 42' 44.092"
LONGITUDE: 106° 01' 01.072"
GROUND ELEV.: 6790.1'
95% COMPLETE
NOT FOR CONSTRUCTION
verizonwireless
VERIZON WIRELESS
NM4
LAS CAMPANAS
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
SURVEY REFERENCE
SURVEY CONTROL/
SITE OVERVIEW/TANK PROFILE
SU1

Exhibit C



VICINITY MAP
SCALE: 1" = 1500'

TOPTGRAPHIC QUAD MAP 1 MILE RADIUS (±) FROM SUBJECT PARCEL
SCALE: 1" = 1500'

verizonwireless

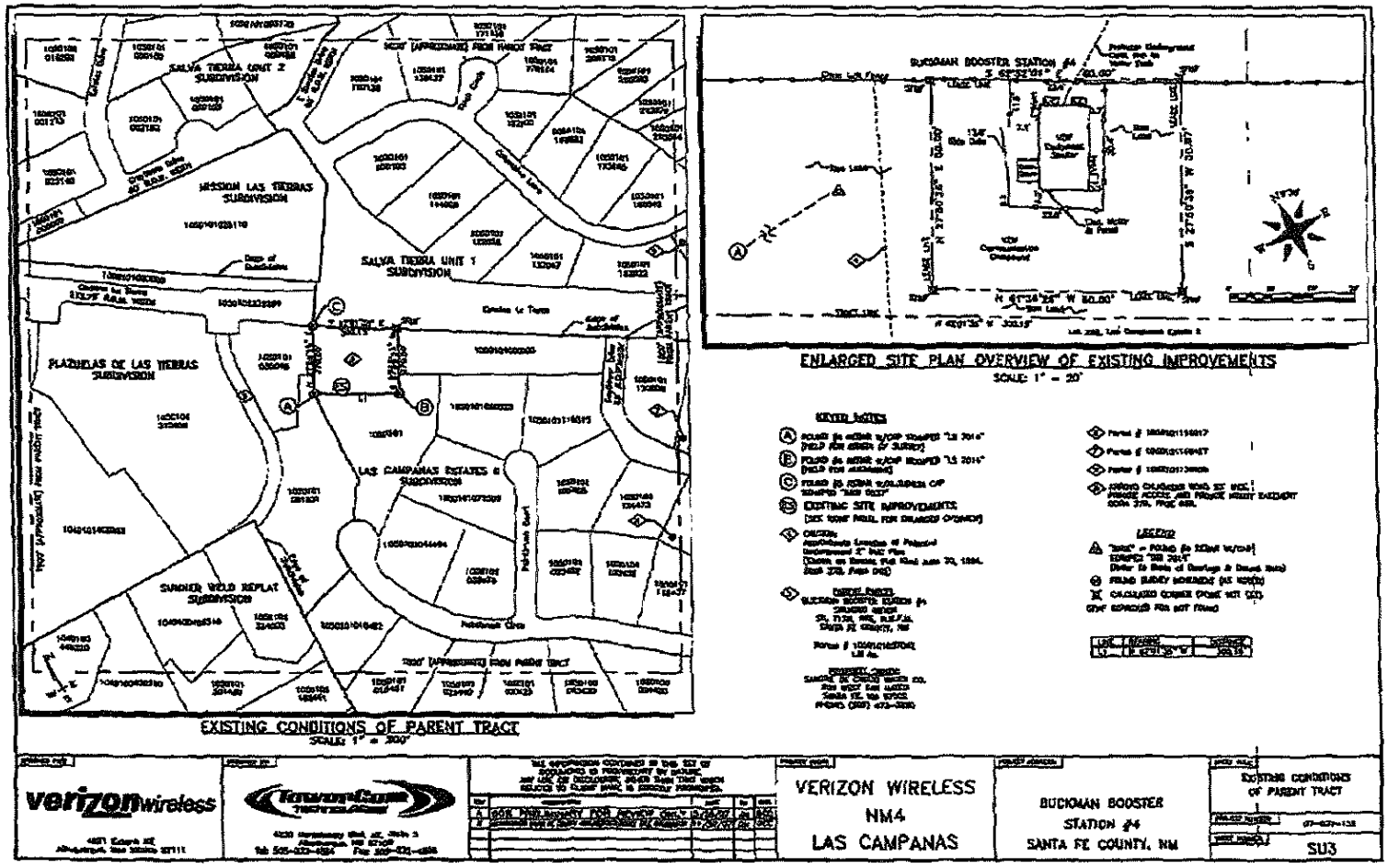
VERIZON WIRELESS
NM4
LAS CAMPANAS

BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM

EXPANDED SITE PLAN OVERVIEW
TOPOGRAPHIC SURVEY
20' INTERVALS

SU2

Exhibit C


SALIVA TIERRA UNIT 2 SUBDIVISION
MISSION LAS TIERRAS SUBDIVISION
SALIVA TIERRA UNIT 1 SUBDIVISION
PLAZUELAS DE LAS TIERRAS SUBDIVISION
LAS CAMPANAS ESTATES II SUBDIVISION
SUNRISE WOLD REPLAT SUBDIVISION
BUCKMAN BOOSTER STATION #4
ENLARGED SITE PLAN OVERVIEW OF EXISTING IMPROVEMENTS
SCALE: 1" = 20'
EXISTING CONDITIONS OF PARENT TRACT
SCALE: 1" = 300'
VERIZON WIRELESS
NM4
LAS CAMPANAS
BUCKMAN BOOSTER
STATION #4
SANTA FE COUNTY, NM
EXISTING CONDITIONS OF PARENT TRACT
SU3

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # ~~TBD~~

Contractor: **Cellco Partnership d/b/a Verizon Wireless**

Description: **Lease Agreement with Cellco Pattnership d/b/a Verizon Wireless.**

Lessee's rent payments will go to Economic Development

Contract ☐ Agreement ☐ Lease / Rent ☉ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: _____

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ **102,309.12 (24K 1st year & increase by 2.5% each year)**

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Fran Dunaway (Oct 25, 2021 08:47 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source: (Deposit into) Economic Development Bus. Unit** Org / Object: **2122800.460350**

Andy Hopkins (Oct 22, 2021 10:47 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Terry Lease Phone # **505-629-2206**

Email: **tjlease@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 08/25/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 **FAX (A/C, No):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915240 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage is included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED [ ] RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE [ ] OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Location No. 144391, NM4 Las Campanas, 215 Camino La Tierra, Santa Fe, NM 87504.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915240

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915240	
CARRIER: See Certificate Number: 570088915240 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for Approval for a Lease Agreement for Telecommunications Facilities at Buckman Booster Station No. 4 for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development Director: rdbrown@santafenm.gov, 955-6625)

Committee	**Review:**
Public Works and Utilities Committee:	09/27/21
Finance Committee:	11/01/21
Governing Body: 11/10/21	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe

VOTE SUMMARY

Meeting Name - Public Works and Utilities Committee

Meeting State - Final

Meeting Start Date - 27/09/2021

Meeting End Date - 28/09/2021

Meeting Committee - Public Works and Utilities Committee

Meeting Custom Tracking Number -

Item Title - Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee Review:
Public Works and Utilities Committee: 09/27/21
Finance Committee: 10/04/21
Governing Body: 10/13/21

Item Type - lease amendment

Item Owner - Terry Lease

Item Background -

Item Sponsor -

Item Tracking Number - 21-12388

Motion Type - Approve

Motion Mover - Signe Lindell

Motion Seconder - JoAnne Vigil Coppler

Motion Status - approved

Motion Time Stamp - 27/09/2021

Vote For Count - 4

Vote Against Count - 0

Vote Abstain Count - 0

Vote Absent Count - 1

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

Vote Against Names -

Vote Abstain Names -

Vote Absent Names - Michael Garcia

Voting Date Time = 12/10/2021 18:33:22

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 New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — OCTOBER 4TH 2021
AND GOVERNING BODY — OCTOBER 13TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: AMENDMENT NO. 1 TO SANDOVAL PARKING GARAGE ANTENNA SITE LEASE

ITEM AND ISSUE:
Proposed Lease Amendment No. 1 will allow the Lessee to utilize the existing building electrical service to furnish power to the Lessee's antenna installation located on the upper deck of the Sandoval Parking Garage. The Lessee would compensate the City for use the electrical service. Lessee's assignment of its interest in the lease by merger is acknowledged: The Lessee previouslyknown as Verizon Wireless (VAW) is hereafter Cellco Partnership.

BACKGROUND AND SUMMARY:
Temporary facilities originally installed in 2017 by Verizon Wireless on the upper deck of the Sandoval Parking Garage relied on the building's existing electrical service. Verizon Wireless (now Cellco Partnership) subsequently replaced its temporary facilities with a permanent installation in 2019. The permanent installation was intended to connect to a new, separate PNM-metered electrical service. To avoid unnecessary capital costs, building impacts and disruptions to normal parking operations, the proposed lease amendment authorizes the Lessee to continue to use the existing building service indefinitely, and provides compensation to the City in the form of a $300/month Utility Fee in addition to normal rent. The Utility Fee escalates at an annual rate of 2.5% along with that of rent. Over the 20-year maximum lease term the amendment will generate an additional $88,360 in net revenue for the City, accruing to Parking Enterprise Business Unit 51150, which is the funding source for PNM Electric Service Charge payments for the building.

The additional energy usage is estimated to be under $15/month. The antenna facilities use the same amount of power as ten light bulbs, and have no appreciable impact on the capacity availableto the rest of the building. The lease term is unchanged.

ACTION REQUESTED:
Review and approval of Amendment No. 1 to the Lease Agreement attached hereto.

ATTACHMENTS:
Proposed Amendment No. 1 with Exhibits A1 & B (18 pages)
Lease Agreement with Exhibit A (Item 18-1098; 34 pages)
Certificate of Insurance (2 pages)
Fiscal Impact Report (2 pages)
Summary of Contracts (2 pages)

ITEM # _____

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **FIRST AMENDMENT** ("Amendment No. 1") to a Lease Agreement dated October 10, 2018,by and between the **CITY OF SANTA FE, NEW MEXICO** ("Lessor") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"), for the use of Premises located at **221 WEST SAN FRANCISCO STREET** in Santa Fe, New Mexico, is entered into this_____day of_____, 2021 ("Amendment Date").

1. Lessor acknowledges and agrees to the assignment by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Previous Lessee") of Previous Lessee's rights and obligations under the above-referenced Lease Agreement to Lessee, the entity into which the Previous Lessee has merged, as evidenced by **Exhibit B** to this Amendment No. 1, satisfying the conditions described in Lease Section 14.D(ii).

2. Article 8 of the Lease Agreement is deleted in its entirety and substituted with the following:

"8. UTILITIES

A. Lessee shall bear sole and full responsibility for all utility services related to its use of the Premises. Lessee, at its sole cost and expense, may secure, install and maintain separately metered utilities from any public utility for its use of the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A** to the Lease Agreement. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by lease or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

B. Lessee may cause to be upgraded, replaced, modified, or otherwise utilized the Lessor's existing building electrical service at the Property for the Permitted Use, as shown in **Exhibit A1** to this Amendment No. 1. **Exhibit A** to the Lease Agreement is hereby supplemented by **Exhibit A1** to this Amendment No. 1. As of the Amendment Date, any references to **Exhibit A** to the Lease Agreement shall be deemed to refer collectively to **Exhibit A** to the Lease Agreement and **Exhibit A1** to this Amendment No. 1.

C. Utility Fee. The Parties agree that if Lessee utilizes Lessor's existing building electrical service for the Permitted Use, Lessee shall pay Lessor a separate, monthly utility fee ("Utility Fee") for the right to such use during any calendar month in which the use occurs. The initial monthly amount of the Utility Fee is **Three Hundred Dollars ($300)**.

D. Payment. The Parties hereby agree that Utility Fees have been accruing since January 1, 2020. Lessee shall pay all Utility Fees that have accrued through the Amendment Date (including the Utility Fee owed for the month in which the Amendment Date occurs) within forty-five (45) days of the Amendment Date. Subsequent to the Amendment Date, the Utility Fee shall be paid on or before the first day of each month during the Term.

E. Late Payment. If Lessee fails to timely pay any Utility Fee on its due date or within

four (4) days thereafter, Lessee shall pay Lessor, in addition to the Utility Fee due, a penalty equal to fifteen percent (15%) for each calendar month in which the Utility Fee is due but unpaid. All Utility Fee payments received shall apply first to all penalty amounts owed and then to the unpaid balance of Utility Fees due.

F. Escalation. Upon each anniversary of the Effective Date following the Amendment Date, the Utility Fee amount shall automatically increase by two-and-a-half percent (2.5%) over the Utility Fee amount in effect during the previous calendar month in which a Utility Fee was due.

G. Adjustment. The Parties agree that the amount of the initial monthly Utility Fee adequately compensates the Lessor for the cost of the increased power and energy demand caused by the Permitted Use.

H. Final Payment. Any Utility Fee accrued during the final calendar month in which the Lease Agreement is in full force and effect, whether within the Term, or the Holdover Period, or the calendar month in which termination occurs under Article 16, shall become due and payable within thirty (30) days of the final day in which the Lease Agreement remains in full force and effect."

3. Article 21 of the Lease Agreement is deleted in its entirety and substituted with the following:

"21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

With a copy to:
City of Santa Fe
Attn: City Attorney
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

To Lessee:
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either Party may change its notice addresses in the Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party."

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.

5. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Lease Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 20, 2021 14:35 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
51150.460350 BUSINESS UNIT/LINE
ITEM

LESSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

_____
DESMOND JACKBIR, DIRECTOR
NETWORK FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF_____)
) ss.
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of _____ _____ 2021, by Desmond Jackbir, Director-Network Field Engineering for Cellco Partnership.

Commission Expires: _____ _____
(Seal) Notary Public

EXHIBIT A1

[SEE ATTACHED NINE (9) SHEETS]

verizon

NM4 SAN FRANCISCO NSB

PUBLIC RECORD PARCEL NO. 993-05-471
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

EXISTING BUILDING
(OVERALL HEIGHT: 30'-0" A.G.L.)
UPGRADE EXISTING 30'-0" ROOFTOP

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/31/21	DV	BW
1	REVISED PER SAD COMMENTS	04/08/21	DV	BW

SHEET INDEX:

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

SHEET	TITLE	REV.
T1	TITLE SHEET	1
SP1	NOTES	1
S1	ANTENNA/EQUIPMENT SHELTER UPGRADE	1
S2	MOUNT/HEADER ASSEMBLY DETAILS	1
S3	REFERENCE DETAIL AND NOTES	1
S4	SPEC SHEETS	1
E1	SINGLE LINE DIAGRAM	1
E2	POWER COORDINATION SITE PLAN	1
E3	ELECTRICAL DETAILS	1

PROJECT INDEX:

APPLICANT:
VERIZON
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF DEWALT
PHONE: 505-250-0004

ENGINEERS/DESIGNERS:
J5 INFRASTRUCTURE PARTNERS
4111 MONTGOMERY BLVD. NE
ALBUQUERQUE, NM 87109

CONTACT: JEFF MONTANO
PHONE: 505-232-4884 EXT. 131

ZONING/SITE AQ:
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122

CONTACT: ANNE-MARIE (AMY) McKENZIE
OFFICE: 913-458-6771
MOBILE: 505-504-4965
EMAIL: mckenzieam@bv.com

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:

PROPERTY OWNER:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
JURISDICTION:	CITY OF SANTA FE
PUBLIC RECORD PARCEL NO:	993-05-471

STRUCTURE COORDINATE REPORT:

NAD 83:	N35°41'15.64"
	W105°56'29.57"
DECIMAL/ DEGREES:	N35.687678°
	W105.941547°
ELEVATION:	6,973.0'

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

SITE LOCATION:

SITE IS LOCATED ON ROOFTOP OF BUILDING, ON THE SOUTHEAST CORNER OF W SAN FRANCISCO ST. AND SANDOVAL ST.
SANTA FE, SANTA FE COUNTY, NEW MEXICO 87501

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE FOLLOWING:

UPGRADE EXISTING SHROUD/EQUIPMENT SHELTER
- EIGHT - NEW REGISTER VENTS
- TWO - NEW FIRE RATED ACCESS DOOR
- TWO - NEW MECHANICAL FANS



VICINITY MAP
SCALE: N.T.S.

NORTH

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
TITLE SHEET

SAVE DATE:
4/8/2021 3:31 PM

SHEET NUMBER:
T1

GENERAL UPGRADE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MEANS AND METHODS TO COMPLETE ALL UPGRADES AS INDICATED IN THIS DOCUMENT.
2. ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. NOTIFY THE ENGINEER-OF-RECORD IMMEDIATELY OF ANY DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
4. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
5. COORDINATE WORK INDICATED ON THESE DRAWINGS WITH THE NEW EQUIPMENT, EXISTING EQUIPMENT, WAVEGUIDE ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR CONDUCTING ANY WORK.
7. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS AND CODES, LATEST EDITION.
8. CONTRACTOR SHALL COLD-GALVANIZE ALL RAW STEEL AS REQUIRED DURING CONSTRUCTION PROCESS.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.

   THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

   ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.

   CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.

   IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON.

STEEL NOTES:

1. ALL STEEL SHALL BE GALVANIZED PER ASTM A123 AND CONFORM TO THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS NOTED OTHERWISE:
   ANGLE, PLATE, CHANNEL: ASTM A36
2. ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM GRADE A325 UNLESS NOTED OTHERWISE. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH A PROPER, AND APPROVED NUT-LOCKING DEVICE.
3. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
4. AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
5. TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
6. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1.

   THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

GENERAL NOTES:

1. NEW REGISTER VENT(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.
2. NEW ACCESS DOOR(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2015, ASCE 7-10, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" & ANSI TIA-222-G "STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS".

BUILDING STRUCTURES:

1. WIND LOADS: IBC 2015 §1609 & ASCE 7-10 §28.4 (SIMPLIFIED METHOD)
   VULT = 115 MPH
   OCCUPANCY CAT. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613 & ASCE 7-10 §12.14 (SIMPLIFIED METHOD)
   OCCUPANCY CAT. = II; SITE CLASS = D
   $V = \frac{F(S_{DS}W)}{R}$

   F = 1.0 (SINGLE-STORY), 1.1 (TWO STORY), 1.2 (THREE STORY)
   $S_{DS} = (2/3)\ S_{MS}$
   R = 1.5 (ORDINARY PLAIN CONCRETE SHEARWALLS),
   6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS),
   4.0 (ORDINARY REINFORCED CONCRETE SHEARWALLS)

COMMUNICATIONS STRUCTURES:

1. WIND LOADS: IBC 2015 §1609, ASCE 7-10 §29.5 & ANSI TIA-222-G
   V = 115 MPH (3-SEC. GUST)
   V = 40 MPH (¾" RADIAL ICE)
   STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613, ASCE 7-10 §15.6.6 & ANSI TIA-222-G
   STRUCT. CLASS. = II; OCC. CAT. = I; SITE CLASS = D; IMPORTANCE FACTOR = 1.0
   $V = \frac{S_{DS}(W)I}{R}$ (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
   $V = \frac{\sum S_{DZ}(W_Z)I}{R}$ (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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INFR... THE
US... RE
DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

EXHIBIT A

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RMB	JVC
1	REVISED PER SAC COMMENTS	04/08/21	DV	JVC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

NOTES

SAVE DATE:

4/8/2021 3:52 PM

SHEET NUMBER:

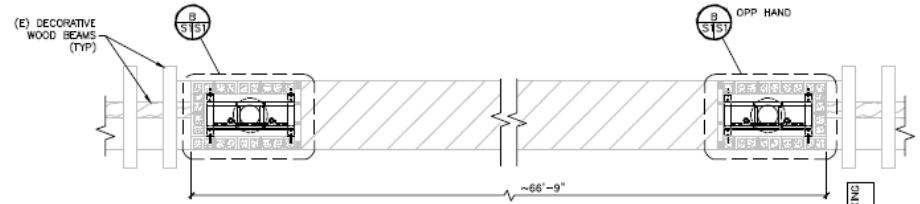
SP1

KEY:	
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

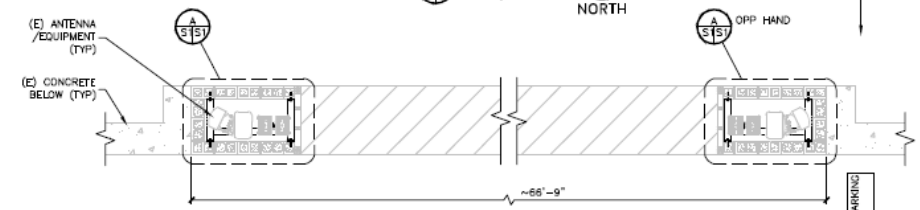
NOTE:
THIS UPGRADE APPLIES TO BOTH ANTENNA/EQUIPMENT SHROUD SHELTERS LOCATED AT THE WEST & EAST END OF EXISTING PARAPET WALL.

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

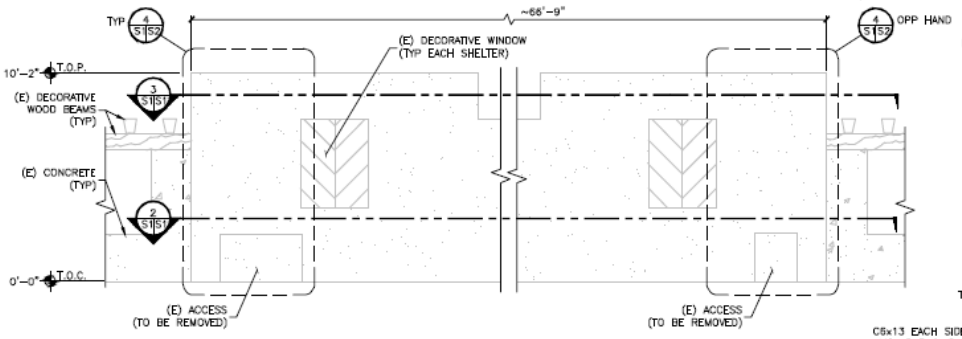
FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



3 S1S1 TOP SECTION
SCALE: 3/16"=1'-0"

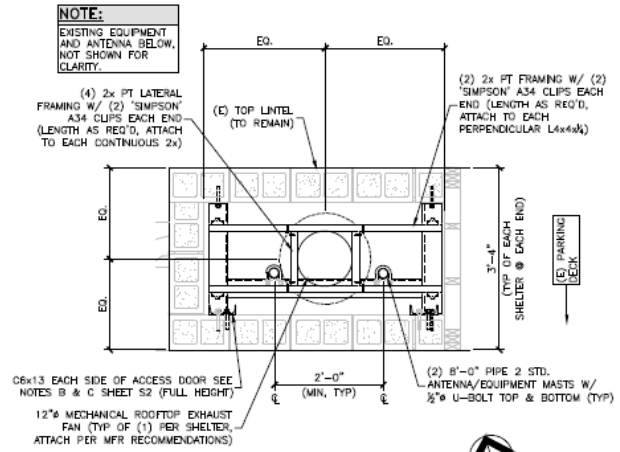


2 S1S1 BOTTOM SECTION
SCALE: 3/16"=1'-0"

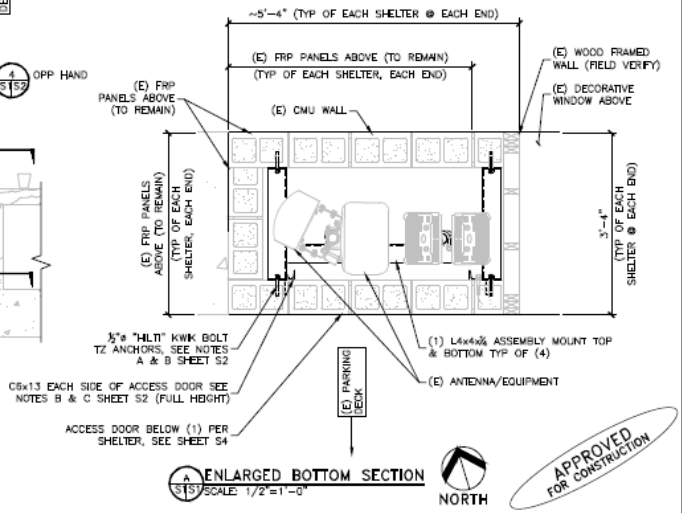


1 S1S1 EXISTING ANTENNA/EQUIPMENT SHELTER (BACK SIDE ELEVATION)
SCALE: 3/16"=1'-0"

NOTE:
EXISTING EQUIPMENT AND ANTENNA BELOW, NOT SHOWN FOR CLARITY.



B S1S1 ENLARGED TOP SECTION
SCALE: 1/2"=1'-0"



A S1S1 ENLARGED BOTTOM SECTION
SCALE: 1/2"=1'-0"

NORTH

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

DESIGNED BY:
JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JWC
1	REVISED PER SAG COMMENTS	04/08/21	DV	JWC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
ANTENNA/EQUIPMENT SHELTER UPGRADE

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S1

NOTES:

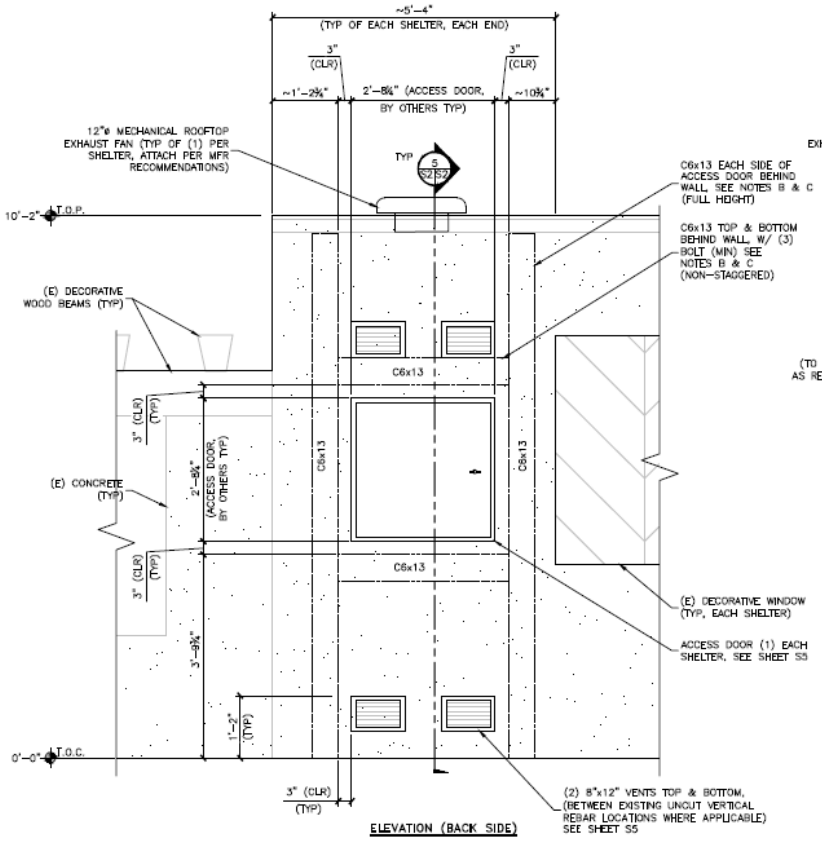
A. AT MOUNT ASSEMBLIES USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS, (3¼" MIN EMBED W/ FULLY GROUTED CELLS TYP).
B. AT C6x13 USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS (3¼" MIN EMBED W/ FULLY GROUTED CELLS) @ 12 "O.C. STAGGERED (U.N.O.).
C. CONTRACTOR SHALL INSTALL C6x13 PRIOR TO CUTTING CMU WALLS FOR OPENINGS.

KEY:

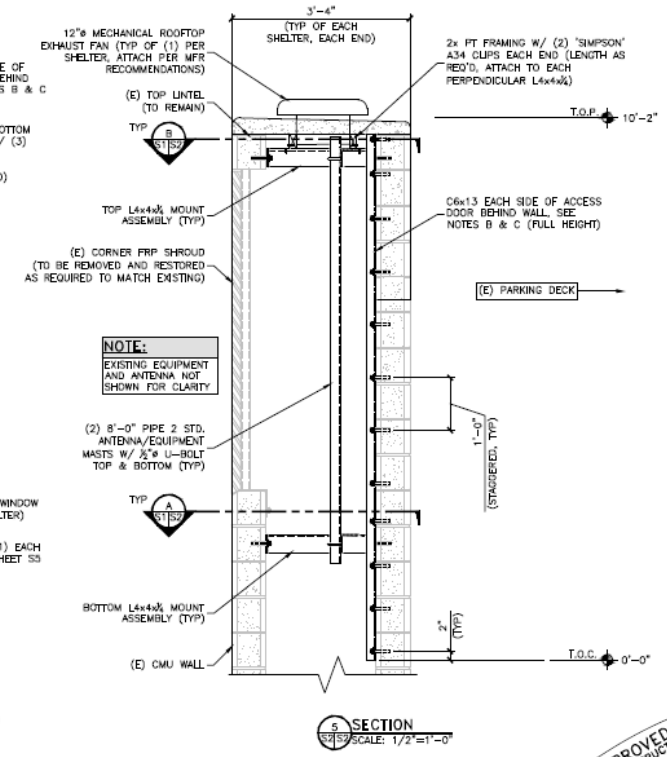
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



ELEVATION (BACK SIDE)



5 S2/S3 SECTION
SCALE: 1/2"=1'-0"

4 S1/S2 NEW ANTENNA/EQUIPMENT SHELTER UPGRADE (TYP OF 2)
SCALE: 1/2"=1'-0"

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	MWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DSV	JVC

DESIGNED BY:

JAMES V. CHUNG NEW MEXICO 22016 PROFESSIONAL ENGINEER
4/8/21

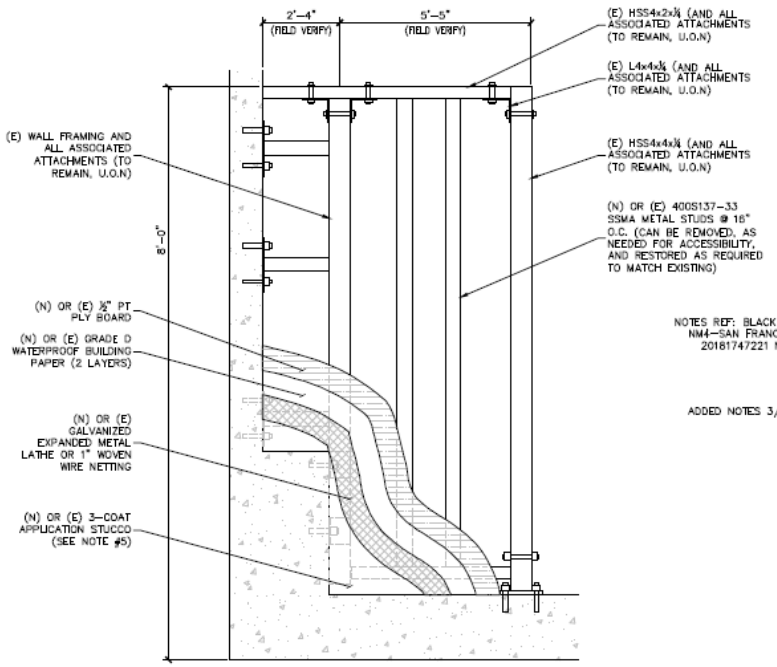
PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
MOUNT/HEADER ASSEMBLY DETAILS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S2



SCREEN WALL FRONT ELEVATION (SCALE: NTS)
REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 DETAIL 1/S-2

NOTES:

NOTES REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 NOTES/S-2

1. CONTRACTOR SHALL ANCHOR PLYWOOD TO STEEL FRAME WITH ITW BUILDEX ¼-20x3" WOOD TO METAL FASTENERS (P/N: 1096000) EVENLY 12" HORIZONTALLY AND VERTICALLY.
2. CONTRACTOR SHALL INSTALL CORNER BEADS ALONG THE EDGE OF THE PROPOSED SCREEN WALL FENCE.
3. CONTRACTOR SHALL ANCHOR GALVANIZED EXPANDED METAL LATHE OR WOVEN WIRE NETTING WITH GALVANIZED STAPLES EVENLY 6" HORIZONTALLY AND VERTICALLY.
4. CONTRACTOR SHALL INSTALL CONTROL JOINTS AS REQUIRED.
5. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF PROPOSED STUCCO TO EXISTING CONDITIONS.
6. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:

   W-SHAPES: ASTM A992, 50 KSI
   ANGLES, BARS, CHANNELS, PLATES: ASTM A36, 36 KSI
   HSS SECTION: ASTM 500, 46 KSI
   PIPE SECTION: ASTM A53 GR. B

7. ALL WELDING, IF CALLED OUT ON PLAN, SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.
8. CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING CONCRETE IS A MINIMUM OF 6" IN DEPTH.
9. MAINTAIN A MINIMUM OF 6" EDGE DISTANCE FROM CENTER OF ANCHOR TO NEAREST EDGE OF EXISTING CONCRETE.

ADDED NOTES 3/11/21 (J5)

10. CONTRACTOR SHALL REMOVE SCREEN WALL FOR ACCESS AS NEEDED ONLY.
11. SCREEN WALL SHALL BE RESTORED AS REQUIRED TO MATCH EXISTING.

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

J5 INFRASTRUCTURE PARTNERS

DESIGNED BY:

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DV	JVC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
REFERENCE DETAIL AND NOTES

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S3

GRAINGER

Product Categories / Security / Door and Door Frames / Access Doors / Fire Rated Access Door, Flush Mount, Insulated



Tap image to zoom.

BABCOCK-DAVIS

Fire Rated Access Door, Flush Mount, Insulated

Item #402H14 Mfr. Model #BITK3232
UNSPSC #30171505 Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Web Price
$547.80 / each
This item requires special shipping, additional charges may apply.

Qty 1 Add to Cart

Shipping Pickup

Availability
Backordered, expected to arrive by end of Apr, 2021.
Ship to 83701 | Change

Shipping Weight 44 lbs
Ship Availability Terms

Add to List

Technical Specs

Item	Fire Rated Access Door	Rough Opening Height	32 1/4 in
Flush Mount/Recessed Mount	Flush Mount	Rough Opening Width	32 1/4 in
Insulated / Uninsulated	Insulated	Closure Type	Knurled Knob/Key Operated Latch Bolt
Material	Steel	Hinge Type	Piano
Access Door Installation	Wall or Ceiling	Finish	Powder Coat
Door Height	32 in	Features	Exposed Flange, Fire Rated
Door Width	32 in		

Chat with an Agent

BABCOCK-DAVIS ACCESS DOOR
SEE: WWW.GRAINGER.COM/PRODUCT/BABCOCK-DAVIS-FIRE-RATED-ACCESS-DOOR-402H14 FOR MORE INFORMATION

VENT COVERS UNLIMITED

FREE SHIPPING On Orders $50+
Domestic US Only

10% Off Orders $100+
Use Coupon Code "Winter"
*** SALE EXTENDED; Expires 3/19



Aluminum Bar Linear Return - Grille (No Damper)

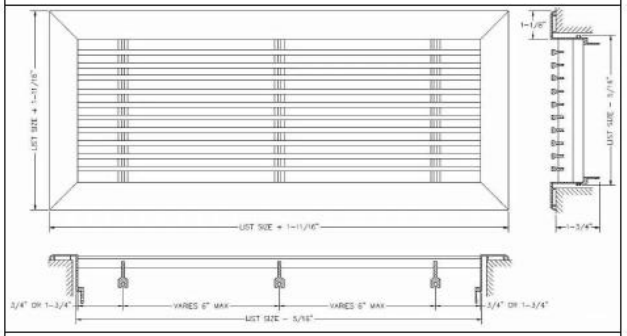
SKU: DABL

$23.00 - $40.00
10 reviews | No questions

Install Location: Required
Floor Installation (Max 8" Height)
Ceiling or Wall Installation

Register Duct Size Height: Required
Choose Options

Register Duct Size Length: Required
Choose Options



WALL INSTALLATION MEASURMENTS (8"x12")
SEE: WWW.VENTCOVERSUNLIMITED.COM FOR MORE INFORMATION

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWB	JVC
1	REVISED PER SAQ COMMENTS	04/08/21	DV	JVC

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
SPEC SHEETS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S4

KEYED COMPONENT NOTES:

1	100A METER 120/208V, 1Ø, 3W.
2	100A FUSED DISCONNECT 120/208V.
3	NORTHER TECHNOLOGIES VERIZON AC PANEL WITH (24) BREAKER AND MTS 100A, 120/208V 1ø, 3 WIRE.
4	GENERATOR INTERFACE.

KEYED CONDUIT NOTES:

1	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
2	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
3	(3) #1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT.
4	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
5	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
6	(4) #12 CU. THWN/THWN-2, (1) #12 CU. EGC IN MIN. 3/4" CONDUIT.

NOTES:

1. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE. EMT ACCEPTABLE IN APPROVED AREAS.

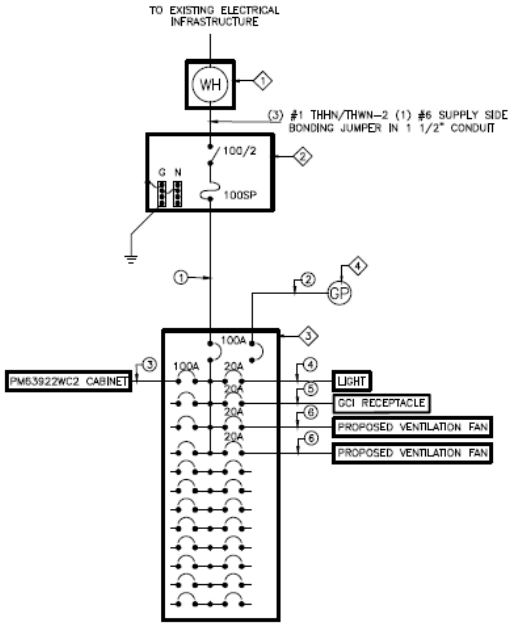
PANELBOARD SCHEDULE "A"

LOCATION:BUILT INTO CABINET PANEL
PANEL ASSEMBLY RATING:22KAIC

VOLTAGE: 120/240V, 1ø, 3W | MAINS: 100A, M.C.B. | MOUNTING: SURFACE

USE AND/OR AREA SERVED	C/B	CIR NO.	LOAD øA	LOAD øB	CIR NO.	C/B	USE AND/OR AREA SERVED
PM63922W C2 CABINET	100 / 2	1	5400 / 200		2	20	LIGHT
		3		5380 / 180	4	20	GFCI RECETACLE
SPACE	–	5	– / 224		6	20	PROPOSED COOLING FAN
SPACE	–	7		– / 224	8	20	PROPOSED COOLING FAN
SPACE	–	9	– / –		10	–	SPACE
SPACE	–	11		– / –	12	–	SPACE
SPACE	–	13	– / –		14	–	SPACE
SPACE	–	15		– / –	16	–	SPACE
SPACE	–	17	– / –		18	–	SPACE
SPACE	–	19		– / –	20	–	SPACE
SPACE	–	21	– / –		22	–	SPACE
SPACE	–	23		– / –	24	–	SPACE
SPACE	–	25	– / –		26	–	SPACE
SPACE	–	27		– / –	28	–	SPACE
SPACE	–	29	– / –		30	–	SPACE
SPACE	–	31		– / –	32	–	SPACE
SPACE	–	33	– / –		34	–	SPACE
SPACE	–	35		– / –	36	–	SPACE
SPACE	–	37	– / –		38	–	SPACE
SPACE	–	39		– / –	40	–	SPACE
SPACE	–	41	– / –		42	–	SPACE
TOTAL LOAD PER PHASE			5,824	5,784	11,608VA ÷ 208V = 55.8AMPS		

PANEL SCHEDULE "A"



SINGLE LINE DIAGRAM

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A
DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY – NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAQ COMMENTS	04/08/21	DV	EK

PROJECT NAME:
NM4 SAN FRANCISCO

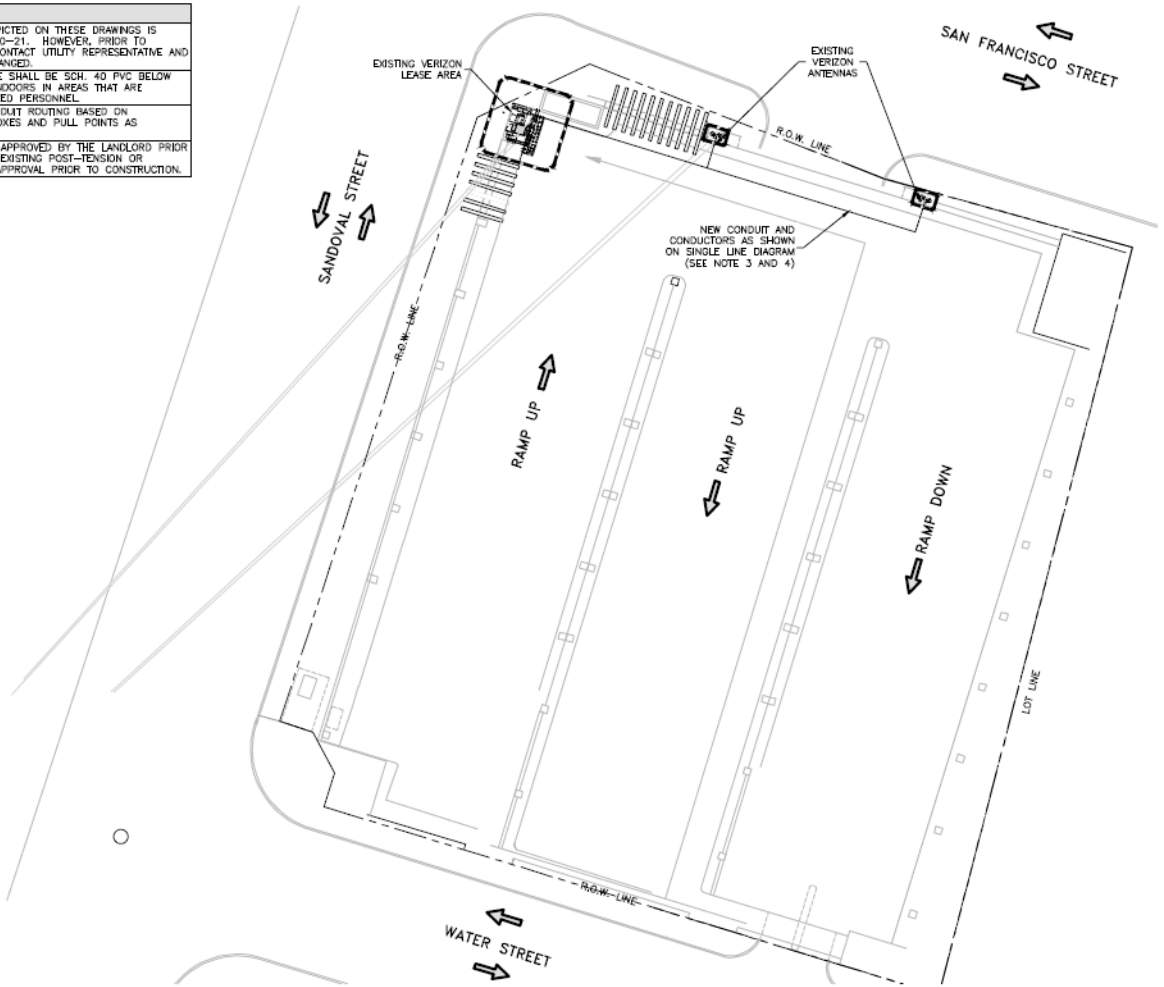
PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
SINGLE-LINE DIAGRAM

SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E1

NOTES:	
1.	POWER COORDINATION INFORMATION DEPICTED ON THESE DRAWINGS IS ACCURATE AND COMPLETE AS OF 03-30-21. HOWEVER, PRIOR TO SUBMITTING BIDS CONTRACTOR SHALL CONTACT UTILITY REPRESENTATIVE AND VERIFY THAT CONDITIONS HAVE NOT CHANGED.
2.	ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE. EMT ACCEPTABLE INDOORS IN AREAS THAT ARE ACCESSIBLE ONLY TO LESSEE AUTHORIZED PERSONNEL.
3.	CONTRACTOR TO DETERMINE EXACT CONDUIT ROUTING BASED ON CONDITIONS ON SITE. USE JUNCTION BOXES AND PULL POINTS AS REQUIRED.
4.	FASTENING METHODS MAY NEED TO BE APPROVED BY THE LANDLORD PRIOR TO CONSTRUCTION. ANY DRILLING INTO EXISTING POST-TENSION OR PRE-STRESSED CONCRETE WILL NEED APPROVAL PRIOR TO CONSTRUCTION.



NOTICE:	
1.	CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

30'-0" 0 30'-0"
18" 6"
SCALE: 1" = 30'-0"

POWER COORDINATION SITE PLAN

NORTH

DESIGNED FOR:

verizon

4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

NO.	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	EK
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAQ COMMENTS	04/08/21	DV	EK

NEW MEXICO — ERIC WILLIAM KARSTETTER — 21868 — PROFESSIONAL ENGINEER — 4/8/21

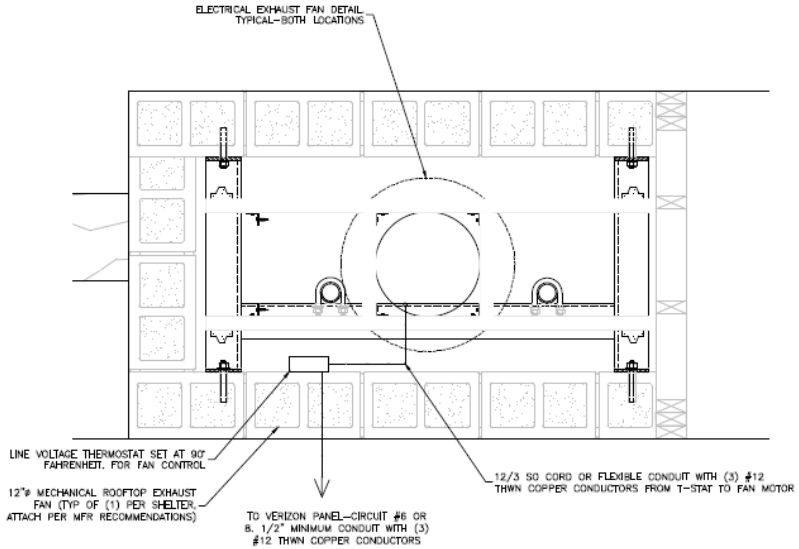
PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
POWER COORDINATION SITE PLAN

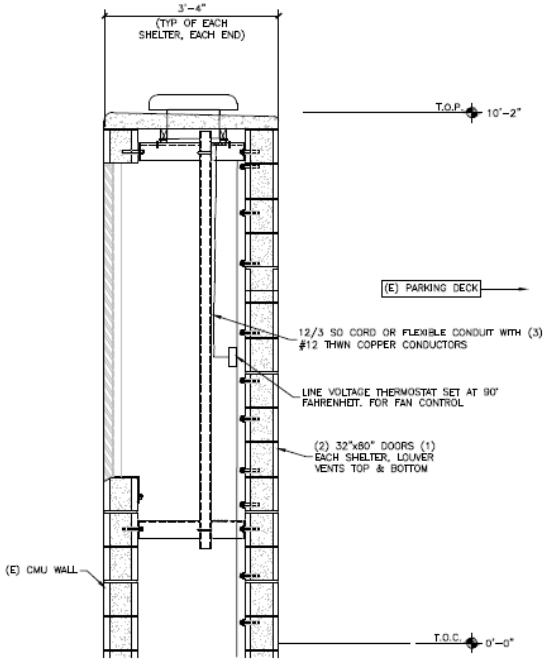
SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E2



ENLARGED TOP SECTION
SCALE: 1/2"=1'–0"

NORTH



SECTION
SCALE: 1/2"=1'–0"

ELECTRICAL DETAILS

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE–SHEET INDEX.

DESIGNED FOR:

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY – NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAQ COMMENTS	04/08/21	DV	EK

ERIC WILLIAM KARSTETTER
NEW MEXICO
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
ELECTRICAL DETAILS

SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E3

EXHIBIT B

[SEE ATTACHED TWO (2) PAGES.]

EXHIBIT B

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.





3341134 8100M
SR# 20198704120

Authentication: 204268022
Date: 12-20-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delawa re
Secretary of State
Division of Corporations
Delivered 06:13 PM 12/17n019
FILED 06:13 PM 12/17/2019
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EXHIBIT B

CERTIFICATE OF MERGER OF VERIZON WIRELESS (VAW) LLC INTO CELLCO PARTNERSHIP

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Celka Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnersh ip on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 4• 2019.

CELLCO PARTNERSHIP

By: Karen M. Shipman
Karen M. Shipman
Assistant Secretary

[TEM fl 18-1098

Verizon ID: NM4 San Francisco

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC

This LEASE AGREEMENT (Lease Agreement) is entered into this 10th day of October, 2018, by and between the CITY OF SANTA FE, N_EW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain portion of the city-owned municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the City Building) (collectively, the Premises), as shown on **Exhibit A** attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land and building known as 221 W. San Francisco Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for municipal parking purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the Premises for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the Premises and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective November 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on

Exhibit A, and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like- for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. Construction and Installation of Communications Facilities. Lessee hall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receiptof such notification, the Parties shall schedule and conduct a meeting in person (the Pre- Construction Meeting) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

C. Existing Telecommunication Equipment. Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

4. ACCESS AND UTILITIES TO THE PREMISES

A. Access. Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from W. San Francisco Street (the Access Route), as more particularly described and shown on **Exhibit A.** Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. Utilities. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the Utility Route), as more particularly described and shown on **Exhibit A.** Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of One Thousand Seven Hundred Dollars ($1,700) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply firstto any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one- half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars ($5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in **Exhibit A,** subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused

by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A.** Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) each accident/disease/policy limit; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. **TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid

by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. ASSIGNMENT & SUBLEASING

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Lease Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which Lease Agreement may be Sold, Assigned, or Transferred. Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval o consent of Lessor to:

(i) Lessee's principal or to any f the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fi y percent (50%) or more of Lessee's assets in the market defined by the Federal Communicat ons Commission (FCC) in which the Premises is located by reason of a merger, acquisition or , ther business reorganization.

E. Inter-com an Roamin A ree ents. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. DEFAULT & RIGHT TO CURE

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term.

Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section l.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. CONDEMNATION

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may termination this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. CASUALTY

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. WARRANTIES

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:
City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22. **WAIVER OF LIENS**

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. **BANKRUPTCY**

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. **TECHNICAL STANDARDS**

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. **MEMORANDUM OF LEASE**

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa

Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered

including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or it's elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its partto be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance

with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. MISCELLANEOUS

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

0. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego

such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA VIGIL, CITY CLERK
Y. 10/10/18

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTC

BUS.UNIT/LINE ITEM: 5150.460350

LESSEE:
VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS

~~Desmond Jackir.~~ DIRECTOR
NETWORK - FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2018, by ~~Clifton Casey, Executive~~ Director – Network Field Engineering, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.

NOTARY PUBLIC

My Commission Expires: 06/01/2021
(SEAL)

Notary Public State of Arizona
Maricopa County
Bryan Rudd
My Commission Expires 06/01/2021

EXHIBIT A

[SEE ATTACHED SHEETS]

verizon

NM4 - SAN FRANCISCO
VZW PROJECT #: 20181747221
ASSESSOR'S PARCEL NO. 993-05-471
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 30'-0" BUILDING
OVERALL HEIGHT: 30'-0" A.G.L.
NSB

ENGINEERING

2012 INTERNATIONAL BUILDING CODE OR LATEST EDITION
2014 NATIONAL ELECTRICAL CODE
TIA-222-G OR LATEST EDITION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR VERIZON WIRELESS TELECOMMUNICATIONS NETWORK. THE SCOPE WILL CONSIST OF THE FOLLOWING:

ROOFTOP WORK:
- PROPOSED (3) PANEL ANTENNA
- PROPOSED (6) RRU/BTF RUNO HEADS (TRMA)
- PROPOSED (3) SVP UNITS
- PROPOSED (3) HYBRID FLEX CABLES
- PROPOSED (6) DIPLEXERS

GROUND WORK:
- PROPOSED (2) SVP UNITS
- PROPOSED (1) OUTDOOR CABINET
- PROPOSED (1) SERVICE DISCONNECT
- PROPOSED (1) METER
- PROPOSED (1) TELCO CABINET
- PROPOSED (1) POWER DISTRIBUTION INTERFACE
- PROPOSED (1) H-FRAME

SITE INFORMATION

PROPERTY OWNER, ADDRESS:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
BUILDING OWNER:	CITY OF SANTA FE
SITE CONTACT:	JACKSON ANDERSON (505) 690-5675
LATITUDE (NAD 83):	35° 41' 15.04" N
LONGITUDE (NAD 83):	105° 56' 29.57" W
GROUND ELEVATION:	6913.66' AMSL
JURISDICTION:	CITY OF SANTA FE
ZONING:	TYPE 3 – HISTORIC ZONED/PUBLIC HEARING
PARCEL #:	993-05-471
COUNTY:	SANTA FE
OCCUPANCY GROUP:	–
CONSTRUCTION TYPE:	–
POWER COMPANY:	PNM
TELEPHONE COMPANY:	–

PROJECT TEAM

PROJECT MANAGER
VERIZON WIRELESS
4521 ELEANOR NE
ALBUQUERQUE, NM 87111
CONTACT: DAN LYONS
PHONE: (480) 752-7277
EMAIL: dan.lyons@verizonwireless.com

ENGINEER
BLACK & VEATCH CORPORATION
8965 S EASTERN AVE, SUITE 325
LAS VEGAS, NV 89123
CONTACT: VICTOR HUNGERFORD
PHONE: (913) 458-1028
EMAIL: HungerfordVE@bv.com

SITE ACQUISITION/ZONING
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122
CONTACT: AMY ADKISSON
PHONE: (913) 458-8771
EMAIL: tahlonsites@bv.com

LOCATION MAPS

VICINITY MAP



LOCAL MAP



NO SCALE

DRIVING DIRECTIONS

DRIVING DIRECTIONS FROM VERIZON OFFICE

1) HEAD NORTH ON ELEANOR BOULEVARD NORTHEAST, GO 0.2 MI, 2) TURN LEFT ONTO SPAIN ROAD NORTHEAST, GO 1.8 MI, 3) TURN RIGHT ONTO WYOMING BOULEVARD NORTHEAST, GO 0.5 MI, 4) TURN LEFT ONTO ACADEMY ROAD NORTH (EAST), GO 1.8 MI, 5) TURN RIGHT ONTO SAN MATEO BOULEVARD NORTH (EAST), GO 0.5 MI, 6) TURN RIGHT ONTO PAN AMERICAN FRONTAGE ROAD, GO 0.1 MI, 7) KEEP LEFT ONTO I-25 NORTH RAMP, GO 0.1 MI, 8) MERGE ONTO I-25 NORTH, GO 50 MI, 9) TAKE EXIT 282B FOR US-285 NORTH/US-84 WEST, GO 0.9 MI, 10) CONTINUE ON US-285 NORTH/US-84 WEST, GO 2.7 MI, 11) TURN RIGHT ONTO CORRILLOS ROAD, GO 0.5 MI, 12) KEEP LEFT ONTO SANDOVAL STREET, GO 0.2 MI, 13) TURN RIGHT ONTO WEST SAN FRANCISCO STREET, GO 0.1 MI, 14) SITE WILL BE ON THE RIGHT.

ISSUED FOR PERMIT
NOT TO BE USED FOR CONSTRUCTION

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

VERIZON PM _____ DATE: _____
SITE ACQ MANAGER _____ DATE: _____
PROPERTY OWNER _____ DATE: _____

DRAWING INDEX

SHEET NO.	SHEET TITLE	REV
T1	INDEX SHEET	0
SP1	LEGEND & ABBREVIATIONS	0
SP2	GENERAL CONSTRUCTION NOTES	0
SP3	GENERAL ELECTRICAL NOTES	0
C1	SITE PLAN	0
C2	ENLARGED SITE PLAN	0
C3	ELEVATIONS	0
C4	PROPOSED ANTENNA LAYOUT & SCHEDULE	0
C5	EQUIPMENT DETAILS	0
C6	EQUIPMENT DETAILS	0
C7	SITE DETAILS	0
C8	EQUIPMENT DETAILS	0
E1	ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT	0
E2	ELECTRICAL AC ONE-LINE & SCHEDULE	0
E3	ELECTRICAL DC ONE-LINE & SCHEDULE	0
E4	GROUNDING ONE-LINE & NOTES	0
E5	GROUNDING DETAILS	0

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

UNDERGROUND SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811
48 HOURS BEFORE YOU DIG

verizon
4521 ELEANOR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197850
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/15/18	ISSUED FOR PERMIT
A	08/30/18	PER CD

BING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/22/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
INDEX SHEET

SHEET NUMBER
T1

LEGEND

EXOTHERMIC CONNECTION
MECHANICAL CONNECTION
CHEMICAL ELECTROLYTE GROUNDING SYSTEM
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
EXOTHERMIC WITH INSPECTION SLEEVE
GROUNDING BAR
GROUND ROD
TEST GROUND ROD WITH INSPECTION SLEEVE
SINGLE POLE SWITCH
DUPLEX RECEPTACLE
DUPLEX GFCI RECEPTACLE
FLUORESCENT LIGHTING FIXTURE (3) TWO LAMPS 48-T8
SMOKE DETECTION (SD)
EMERGENCY LIGHTING (EC)
SECURITY LIGHT W/PHOTOCELL LITHONIA ALVP LED-1-25MSE/SIL-SRM-120-PE-DDBTS2
CHAIN LINK FENCE
WOOD FENCE
WROUGHT IRON FENCE
WALL STRUCTURE
LEASE AREA
PROPERTY LINE
SETBACKS
ICE BRIDGE
CABLE TRAY
UNDERGROUND POWER — UGP
UNDERGROUND TELCO — UGT
ABOVE GROUND POWER — AGP
ABOVE GROUND TELCO — AGT
ABOVE GROUND TELCO & POWER — AGT/P
UNDERGROUND TELCO & POWER — UGT/P
WORK POINT — W.P.
SECTION REFERENCE — S1 / S-1
DETAIL REFERENCE — D1 / S-1
ELEVATION REFERENCE — E1 / S-1

ABBREVIATIONS

AB	ANCHOR BOLT
ABV	ABOVE
AC	ALTERNATING CURRENT
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AGL	ABOVE GRADE LEVEL
AIC	AMPERAGE INTERRUPTION CAPACITY
ALUM	ALUMINUM
ALT	ALTERNATE
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ANT	ANTENNA
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BATT	BATTERY
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BEAM
BTC	BARE TINNED COPPER CONDUCTOR
BOF	BOTTOM OF FOOTING
CAB	CABINET
CANT	CANTILEVERED
CBC	CALIFORNIA ELECTRIC CODE
CHG	CHARGING
CLG	CEILING
CLR	CLEAR
COL	COLUMN
CONN	CONNECTION
CONC	CONCRETE
CONSTR	CONSTRUCTION
CPEG	CELL REFERENCE GROUND BAR
DBL	DOUBLE
DC	DIRECT CURRENT
DEPT	DEPARTMENT
DF	DOUGLAS FIR
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DWG	DRAWING
DWL	DOWEL
(E)	EXISTING
EA	EACH
EC	ELECTRICAL CONDUCTOR
EL	ELEVATION
ELEC	ELECTRICAL
EMT	ELECTRICAL METALLIC TUBING
EMBED	EMBEDDED
ENG	ENGINEER
EQ	EQUAL
EW	EACH WAY
EXP	EXPANSION
EXT	EXTERIOR
FAB	FABRICATION
FF	FINISH FLOOR
FG	FINISH GRADE
FIF	FACILITY INTERFACE FRAME
FIN	FINISH(ED)
FLR	FLOOR
FDN	FOUNDATION
FOC	FACE OF CONCRETE
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FS	FINISH SURFACE
FT	FOOT
FTG	FOOTING
GA	GAUGE
GALV	GALVANIZED
GEN	GENERATOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GLB	GLUE LAMINATED BEAM
GPS	GLOBAL POSITIONING SYSTEM
GND	GROUND
GSM	GLOBAL SYSTEM FOR MOBILE
HDR	HEADER
HGR	HANGER
HVAC	HEAT/VENTILATION/AIR CONDITIONING
HT	HEIGHT
IGR	INTERIOR GROUND RING
IGC	INSULATED CABLE ENGINEERS ASSOCIATION
IN	INCH
INT	INTERIOR
LB(S)	POUND(S)
LF	LINEAR FEET
LTE	LONG TERM EVOLUTION
MAS	MASONRY
(MAX)	MAXIMUM
MB	MACHINE BOLT
MECH	MECHANICAL
MFR	MANUFACTURER
MGB	MASTER GROUND BAR
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MW	MICROWAVE
N	NORTH
NEC	NATIONAL ELECTRIC CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC(F)	NUMBER
NTS	NOT TO SCALE
OC	ON CENTER
OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
OPNG	OPENING
P	PROPOSED
PVC	PRECAST CONCRETE
PCS	PERSONAL COMMUNICATION SERVICES
PCU	PRIMARY CONTROL UNIT
PLCS	PLACES
PRC	PRIMARY RADIO CABINET
PP	POLARIZING PRESERVING
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	PRESSURE TREATED
PWR	POWER CABINET
QTY	QUANTITY
RAD	RADIUS
RECT	RECTIFIER
REF	REFERENCE
REINF	REINFORCEMENT
REQ'D	REQUIRED
RET	REMOTE ELECTRIC TILT
RF	RADIO FREQUENCY
RFDS	RADIO FREQUENCY DATA SHEET
RMC	RIGID METALLIC CONDUIT
RRH	REMOTE RADIO HEAD
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SCH	SCHEDULE
SHT	SHEET
SMD	SMART INTEGRATED DEVICE
SIM	SIMILAR
SMR	SITE MODIFICATION REPORT
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURAL
TEMP	TEMPORARY
THK	THICKNESS
TMA	TOWER MOUNTED AMPLIFIER
TN	TOE NAIL
TSA	TOP OF ANTENNA
TOC	TOP OF CURB
TOF	TOP OF FOUNDATION
TOP	TOP OF PLATE (PARAPET)
TOS	TOP OF STEEL
TOW	TOP OF WALL
TVSS	TRANSIENT VOLTAGE SUPPRESSION SYSTEM
TYP	TYPICAL
UG	UNDERGROUND
UL	UNDERWRITERS LABORATORY
UNO	UNLESS NOTED OTHERWISE
UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
VIF	VERIFIED IN FIELD
W	WIDE
W/	WITH
WD	WOOD
W.P.	WORK POINT
WP	WEATHERPROOF
WT	WEIGHT

verizon

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BLACK & VEATCH

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PROJECT NO:	197834
DRAWN BY:	PBG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
C	06/26/18	ISSUED FOR PERMIT
B	06/13/18	PER ITS

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER
SP1

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR – OVERLAND CONTRACTING INC. (OCI)
   CONTRACTOR (CONSTRUCTION)
   OWNER – VERIZON
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING HIMSELF WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. GENERAL CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS OTHERWISE NOTED. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS THE MINIMUM REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. DETAILS ARE INTENDED TO SHOW DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF WORK AND PREPARED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE ENGINEER PRIOR TO PROCEEDING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE IN A WORKMANLIKE MANNER BY COMPETENT EXPERIENCED WORKMAN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION. CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PREVIOUSLY COMPLETED IS REPRESENTED BY LIGHT SHADED LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY DARK SHADED LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT DEVIATE FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION UNTIL JOB COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF NOT LESS THAN 2-A OR 2-A:10-B:C AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION, B) CONFINED SPACE, C) ELECTRICAL SAFETY, AND D) TRENCHING & EXCAVATION.
23. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEER, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION.
25. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO THE EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EROSION AND SEDIMENT CONTROL.
26. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE SUBGRADE SHALL BE BROUGHT TO A SMOOTH UNIFORM GRADE AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 80 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL NECESSARY RUBBISH, STUMPS, DEBRIS, STICKS, STONES, AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL BROCHURES, OPERATING AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT REDLINES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONTRACTOR SHALL LEAVE PREMISES IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. OCCUPANCY IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY VERIZON TECHNICIANS.
34. NO OUTDOOR STORAGE OR SOLID WASTE CONTAINERS ARE PROPOSED.
35. ALL MATERIAL SHALL BE FURNISHED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERIZON GROUNDING STANDARD.
36. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CANNOT OBTAIN A PERMIT, THEY MUST NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REQUIREMENTS.
40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL MATERIALS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123 "ZINC (HOT-DIP GALVANIZED) COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNAS PERFORM AS DESIGNED.
48. PRIOR TO SETTING ANTENNA AZIMUTHS AND DOWNTILTS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA AZIMUTHS SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN ±5° AS DEFINED BY THE SMP. ANTENNA DOWNTILTS SHALL BE WITHIN ±1° AS DEFINED BY THE SMP.
49. JUMPERS FROM THE TMA'S MUST TERMINATE TO OPPOSITE POLARIZATION'S IN EACH SECTOR.
50. CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO VERIZON.
51. TMA'S SHALL BE MOUNTED ON PIPE DIRECTLY BEHIND ANTENNAS AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
52. ANTENNAS SHALL HAVE A 2'-0" MIN CENTER TO CENTER HORIZONTAL SEPARATION.

TORQUE REQUIREMENTS FOR RF COMPONENT CONNECTIONS (NON-STRUCTURAL)

53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
54. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM BOTH SIDES OF THE CONNECTION.
    A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
    B. GROUNDING AND ANTENNA HARDWARE ON THE NUT SIDE STARTING FROM THE THREADS TO THE SOLID SURFACE. EXAMPLE OF SOLID SURFACE: GROUND BAR, ANTENNA BRACKET METAL.
55. ALL 8M ANTENNA HARDWARE SHALL BE TIGHTENED TO 9 LB-FT (12 NM).
56. ALL 12M ANTENNA HARDWARE SHALL BE TIGHTENED TO 43 LB-FT (58 NM).
57. ALL GROUNDING HARDWARE SHALL BE TIGHTENED UNTIL THE LOCK WASHER COLLAPSES AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
58. ALL DIN TYPE CONNECTIONS SHALL BE TIGHTENED TO 18-22 LB-FT (24.4 – 29.8 NM).
59. ALL N TYPE CONNECTIONS SHALL BE TIGHTENED TO 15-20 LB-IN (1.7 – 2.3 NM).

FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY. WHEN INSTALLING FIBER OPTIC TRUNK CABLES INTO A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN INTER DUCT AND A PARTITION BARRIER SHALL BE INSTALLED BETWEEN THE 480 VOLT CABLES AND THE INTER DUCT IN ORDER TO SEGREGATE CABLE TYPES. OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (60) SIXTY FEET AND SECURELY FASTENED TO THE CABLE TRAY SYSTEM. NFPA 70 (NEC) ARTICLE 770 RULES SHALL APPLY.
61. THE TYPE TC-ER CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE SECURED AT INTERVALS NOT EXCEEDING (6) SIX FEET. AN EXCEPTION: WHERE TYPE TC-ER CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO MAKE A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHICH ARE SERVING UTILIZATION EQUIPMENT OR DEVICES. A DISTANCE (6) SIX FEET SHALL NOT BE EXCEEDED WITHOUT CONTINUOUS SUPPORTING. NFPA 70 (NEC) ARTICLES 336 AND 392 RULES SHALL APPLY.
62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE TC-ER CABLES INTO CONDUITS, NFPA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

61. TYPES AND SIZES OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON CONSTRUCTION LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
62. CONTRACTOR SHALL VERIFY THE DOWN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
63. CONTRACTOR SHALL CONFIRM COAX COLOR CODING PRIOR TO CONSTRUCTION.
64. ALL JUMPERS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6'-0".
65. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT DISTANCES NOT TO EXCEED 4'-0" OC.
66. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
67. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE. WEATHERPROOFING SHALL BE COMPLETED IN STRICT ACCORDANCE WITH VERIZON STANDARDS.

GENERAL CABLE & EQUIPMENT NOTES

68. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY ANTENNA, TMAS, DIPLEXERS, AND COAX CONFIGURATION, MAKE AND MODELS PRIOR TO INSTALLATION.
69. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S RECOMMENDATIONS.
70. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/DESIGN DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
71. ALL OUTDOOR RF CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTORS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF TAPE WIDTH OVERLAP ON EACH TURN AND EACH LAYER SHALL BE WRAPPED THREE TIMES. WEATHERPROOFING SHALL BE SMOOTH WITHOUT BUCKLING. BUTYL BULGING IS NOT ALLOWED.
72. IF REQUIRED TO PAINT ANTENNAS AND/OR COAX:
    A. TEMPERATURE SHALL BE ABOVE 50° F.
    B. PAINT COLOR MUST BE APPROVED BY BUILDING OWNER/LANDLORD.
    C. FOR REGULATED TOWERS, FAA/FCC APPROVED PAINT IS REQUIRED.
    D. DO NOT PAINT OVER COLOR CODING OR ON EQUIPMENT MODEL NUMBERS.
73. ALL CABLES SHALL BE GROUNDED WITH COAXIAL CABLE GROUND KITS. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS.
    A. GROUNDING AT THE ANTENNA LEVEL.
    B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0", ADDITIONAL CABLE GROUNDING REQUIRED.
    C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
    D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
    E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
74. ALL PROPOSED GROUND BAR DOWNLEADS ARE TO BE TERMINATED TO THE EXISTING ADJACENT GROUND BAR DOWNLEADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR. TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
75. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS, PRIOR TO INSTALLATION.
76. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BRACING, ETC. SHALL BE INSTALLED PER TOWER MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
77. ANTENNA CONTRACTOR SHALL FURNISH AND INSTALL A 10'-6" T-BOOM SECTOR ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

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PROJECT NO:	191558
DRAWN BY:	RSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	06/15/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
08/28/18

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NSB

SHEET TITLE
GENERAL
CONSTRUCTION NOTES

SHEET NUMBER
SP2

GENERAL ELECTRICAL NOTES

PART 1 – GENERAL

1.1 GENERAL CONDITIONS:

A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTORS FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.

B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL DEPOSITS, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION PERFORMANCE FOR THE WORK UNDER THIS SECTION.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND COMPONENTS COVERED UNDER THIS SECTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS. DRAWING SHALL NOT BE SCALED TO DETERMINE DIMENSIONS.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:

A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONDUIT BENDS SHALL BE THE RADIUS BEND FOR THE TRADE SIZE OF CONDUIT IN COMPLIANCE WITH THE LATEST EDITION OF NEC.

1.3 REFERENCES:

A. THE PUBLICATIONS LISTED BELOW ARE PART OF THIS SPECIFICATION. EACH PUBLICATION SHALL BE THE LATEST REVISION AND ADDENDUM IN EFFECT ON THE DATE THIS SPECIFICATION IS ISSUED FOR CONSTRUCTION UNLESS OTHERWISE NOTED. EXCEPT AS MODIFIED BY THE REQUIREMENT SPECIFIED HEREIN OR THE DETAILS OF THE DRAWINGS, WORK INCLUDED IN THIS SPECIFICATION SHALL CONFORM TO THE APPLICABLE PROVISION OF THESE PUBLICATIONS.

1. ANSI/IEEE (AMERICAN NATIONAL STANDARDS INSTITUTE)
2. ASTM (AMERICAN SOCIETY FOR TESTING AND MATERIALS)
3. ICE (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

A. WORK UNDER THIS SECTION SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE REQUIRED CONSTRUCTION AND BE OPERATIONAL.

B. ALL ELECTRICAL EQUIPMENT UNDER THIS CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINING, TRENCHES, BACKFILLING, AND REMOVAL OF EXCESS DIRT.

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATE OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

E. THE CONTRACTOR SHALL PREPARE A COMPLETE SET OF AS-BUILT DRAWINGS, DOCUMENT ALL WIRING, EQUIPMENT CONDITIONS, AND CHANGES WHILE COMPLETING THIS CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 – PRODUCTS

2.1 GENERAL:

A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.

B. ALL ITEMS OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

C. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED. 10,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PER THE GOVERNING JURISDICTION.

2.2 MATERIALS AND EQUIPMENT:

A. CONDUIT:

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED INSIDE AND OUTSIDE INCLUDING ENDS AND THREADS AND ENAMELED OR LACQUERED INSIDE IN ADDITION TO GALVANIZING.
2. LIQUIDTIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPRESSION AND CONCRETE TIGHT TYPE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE SCHEDULE 40 PVC. INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONDUCTORS AND CABLE:

1. CONDUCTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC, SINGLE CONDUCTOR, COPPER, TYPE THHN/THWN-2, 600 VOLT, SIZE AS INDICATED. #12 AWG SHALL BE THE MINIMUM SIZE CONDUCTOR USED.
2. #10 AWG AND SMALLER CONDUCTOR SHALL BE SOLID OR STRANDED AND #8 AWG AND LARGER CONDUCTORS SHALL BE STRANDED.
3. SOLDERLESS, COMPRESSION-TYPE CONNECTORS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONDUCTORS.
4. STRAIN-RELIEF SUPPORTS GRIPS SHALL BE HUBBELL KELLEMS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND CABINETS AND SHALL BE IDENTIFIED WITH APPROVED PLASTIC TAGS (ACTION CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT SWITCHES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, DEAD-FRONT, QUICK-MAKE, QUICK-BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATING AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEERED APPROVED EQUAL.

D. CHEMICAL ELECTROLYTIC GROUNDING SYSTEM:

1. INSTALL CHEMICAL GROUNDING AS REQUIRED. THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF RODS WITH A MINIMUM #2 AWG CU CROSSWALL WELDED PIGTAIL PROTECTIVE BOXES, AND BACKFILL MATERIAL. MANUFACTURER SHALL BE LYNCOLE XIT GROUNDING ROD TYPES K2-(*)CS OR K2L-(*)CS (*) LENGTH AS REQUIRED.
2. GROUND ACCESS BOX SHALL BE A POLYPLASTIC BOX FOR NON-TRAFFIC APPLICATIONS, INCLUDING BOLT DOWN FLUSH COVER WITH "BREATHER" HOLES, XIT MODEL XB-22. ALL DISCONNECT SWITCHES AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED LAMICOID NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS IN NUMBERING, AND THE ELECTRICAL POWER SOURCE.
3. BACKFILL MATERIAL SHALL BE LYNCONITE AND LYNCOLE GROUNDING GRAVEL.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE #2 AWG BARE, SOLID, TINNED, COPPER. ABOVE GRADE GROUNDING CONDUCTORS SHALL BE INSULATED WHERE NOTED.
2. GROUNDING BUSES SHALL BE BARE, TINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS SECTION. STANDARD BUS BARS NOB, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. THEY SHALL NOT BE FABRICATED OR MODIFIED IN THE FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY WAY OF STENCILING OR DESIGNATION PLATE.
3. CONNECTORS SHALL BE HIGH-CONDUCTIVITY, HEAVY DUTY, LISTED AND LABELED AS GROUNDING CONNECTORS FOR THE MATERIALS USED. USE TWO-HOLE COMPRESSION LUGS WITH HEAT SHRINK FOR MECHANICAL CONNECTIONS. INTERIOR CONNECTIONS USE TWO-HOLE COMPRESSION LUGS WITH INSPECTION WINDOW AND CLEAR HEAT SHRINK.
4. EXOTHERMIC WELDED CONNECTIONS SHALL BE PROVIDED IN KIT FORM AND SELECTED FOR THE SPECIFIC TYPES, SIZES, AND COMBINATIONS OF CONDUCTORS AND OTHER ITEMS TO BE CONNECTED.
5. GROUND RODS SHALL BE ERICO #615800, COPPER-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER SHEATH, MOLTEN WELDED TO CORE. 5/8"X10'-0". ALL GROUNDING RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES.
6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE VERIZON SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE OTHER MATERIALS, THOUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF THE WORK.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL DIRECTORIES SHALL BE TYPEWRITTEN.

PART 3 – EXECUTION

3.1 GENERAL:

A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE TIGHTLY COVERED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST CHEMICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKMEN, IN A NEAT AND WORKMAN-LIKE MANNER.

B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, ALIGNED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE INTENDED PERFORMANCE.

C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT, REMOVE ALL LABELS AND ANY DEBRIS, CRATING OR CARTONS AND LEAVE THE INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE TOTAL WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
2. PROVIDE RIGID PVC SCHEDULE 80 CONDUITS FOR ALL RISERS, RMC OTHERWISE NOTED. EMT MAY BE INSTALLED FOR EXTERIOR CONDUITS WHERE NOT SUBJECT TO PHYSICAL DAMAGE.
3. INSTALL SCH. 40 PVC CONDUIT WITH A MINIMUM COVER OF 24" UNDER ROADWAYS, PARKING LOTS, STREETS, AND ALLEYS. CONDUIT SHALL HAVE A MINIMUM COVER OF 18" IN ALL OTHER NON-TRAFFIC APPLICATIONS (REFER TO 2008 NEC, TABLE 300.5).
4. USE GALVANIZED FLEXIBLE STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT, VIBRATION, OR FOR EASE OF MAINTENANCE. USE LIQUID TIGHT, FLEXIBLE METAL CONDUIT FOR OUTDOOR APPLICATIONS. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORT TO ALLOW FOR EXPANSION AND CONTRACTION.
5. A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH THE UL LISTED BENDER OR FACTORY 90 DEGREE ELBOWS MAY BE USED.
6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL CONDUITS DURING CONSTRUCTION. TEMPORARY OPENINGS IN THE CONDUIT SYSTEM SHALL BE PLUGGED OR CAPPED TO PREVENT ENTRANCE OF MOISTURE OR FOREIGN MATTER. CONTRACTOR SHALL REPLACE ANY CONDUITS CONTAINING FOREIGN MATERIALS THAT CANNOT BE REMOVED.
9. ALL CONDUITS SHALL BE SWABBED CLEAN BY PULLING AN APPROPRIATE SIZE MANDREL THROUGH THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PULL STRINGS IN ALL CLEAN EMPTY CONDUITS. IDENTIFY PULL STRINGS AT EACH END.
11. INSTALL 2" HIGHLY VISIBLE AND DETECTABLE TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONDUCTORS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO INSURE AGAINST COLLECTION OF TRAPPED CONDENSATION.
13. PROVIDE CORE DRILLING AS NECESSARY FOR PENETRATIONS TO ALLOW FOR RACEWAYS AND CABLES TO BE ROUTED THROUGH THE BUILDING. DO NOT PENETRATE STRUCTURAL MEMBERS. SLEEVES AND/OR PENETRATIONS IN FIRE RATED CONSTRUCTION SHALL BE EFFECTIVELY SEALED WITH FIRE RATED MATERIAL. PENETRATIONS SHALL PREVENT PASSAGE OF WATER, SMOKE, FIRE, AND FUMES. ALL MATERIAL SHALL BE UL APPROVED FOR THIS PURPOSE.

B. CONDUCTORS AND CABLE:

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

DESCRIPTION	208/240/120 VOLT SYSTEMS
PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUNDING	GREEN

2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS APPROVED FOR THIS PURPOSE.
3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE NYLON OR HEMP ROPE FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
4. CABLES SHALL BE NEATLY TRAINED, WITHOUT INTERLACING, AND BE OF SUFFICIENT LENGTH IN ALL BOXES & EQUIPMENT TO PERMIT MAKING A NEAT ARRANGEMENT. CABLES SHALL BE SECURED IN A MANNER TO AVOID TENSION ON CONDUCTORS OR TERMINALS. CONDUCTORS SHALL BE PROTECTED FROM MECHANICAL INJURY AND MOISTURE. SHARP BENDS OVER CONDUIT BUSHINGS IS PROHIBITED. DAMAGED CABLES SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. DISCONNECT SWITCHES:

1. INSTALL DISCONNECT SWITCHES LEVEL AND PLUMB. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

D. GROUNDING:

1. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING GROUNDING ELECTRODES, BONDING JUMPERS AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL GROUNDING CONDUCTORS SHALL PROVIDE A STRAIGHT DOWNWARD PATH TO GROUND WITH GRADUAL BEND AS REQUIRED. GROUNDING CONDUCTORS SHALL NOT BE LOOPED OR SHARPLY BENT. ROUTE GROUNDING CONNECTIONS AND CONDUCTORS TO GROUND IN THE SHORTEST AND STRAIGHTEST PATHS POSSIBLE TO MINIMIZE TRANSIENT VOLTAGE RISES.
3. TIGHTEN GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUING REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ASSURE PERMANENT AND EFFECTIVE GROUNDING.
4. CONTRACTOR SHALL VERIFY THE LOCATIONS OF GROUNDING TIE-IN-POINTS TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR TIGHTNESS. EXOTHERMIC WELDED CONNECTIONS SHALL BE APPROVED BY THE INSPECTOR HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
6. APPLY CORROSION-RESISTANCE FINISH TO FIELD CONNECTIONS AND PLACES WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DESTROYED. USE KOPR-SHIELD ANTI-OXIDATION COMPOUND ON ALL COMPRESSION GROUNDING CONNECTIONS.
7. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FEEDER AND BRANCH CIRCUITS.
8. BOND ALL INSULATED GROUNDING BUSHINGS WITH A BARE 6 AWG GROUNDING CONDUCTOR TO A GROUND BUS.
9. DIRECT BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A NOMINAL DEPTH OF 30" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE, USE THE GREATER OF THE TWO DISTANCES.
10. ALL GROUNDING CONDUCTORS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT.
11. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. REMOVE SEALING TAPE FROM LEACHING AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
12. 15. IF COAX ON THE ICE BRIDGE IS MORE THAN 8 FT. FROM THE GROUND BAR AT THE BASE OF THE TOWER, A SECOND GROUND BAR WILL BE ADDED AT THE END OF THE ICE BRIDGE, TO GROUND THE COAX CABLE GROUNDING KITS AND IN-LINE ARRESTORS.
13. CONTRACTOR SHALL REPAIR, AND/OR REPLACE, EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONTRACTORS EXPENSE.

3.5 ACCEPTANCE TESTING:

A. CERTIFIED PERSONNEL USING CERTIFIED EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING ITEMS SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH ITEMS COMPLYING WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER RECEIPT OF NOTICE FOR NON-COMPLIANCE.

C. TEST PROCEDURES:

1. ALL FEEDERS SHALL HAVE INSULATION TESTED AFTER INSTALLATION, BEFORE CONNECTION TO DEVICES. THE CONDUCTORS SHALL TEST FREE FROM SHORT CIRCUITS AND GROUNDS. TESTING SHALL BE FOR ONE MINUTE USING 1000V DC. PROVIDE WRITTEN DOCUMENTATION FOR ALL TEST RESULTS.
2. PRIOR TO ENERGIZING CIRCUITRY, TEST WIRING DEVICES FOR ELECTRICAL CONTINUITY AND PROPER POLARITY CONNECTIONS.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MAXIMUM AND MINIMUM VOLTAGES.
4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE IEEE STANDARD 3-POINT "FALL-OF-POTENTIAL" METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS OVER 5 OHMS.

verizon

4001 CUBAN NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
6865 S EASTERN AVENUE, SUITE 320,
LAS VEGAS, NV 89123

PROJECT NO.	197806
DRAWN BY:	PBD
CHECKED BY:	NB

REV	DATE	DESCRIPTION
0	08/08/16	ISSUED FOR PERMIT
A	06/22/16	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

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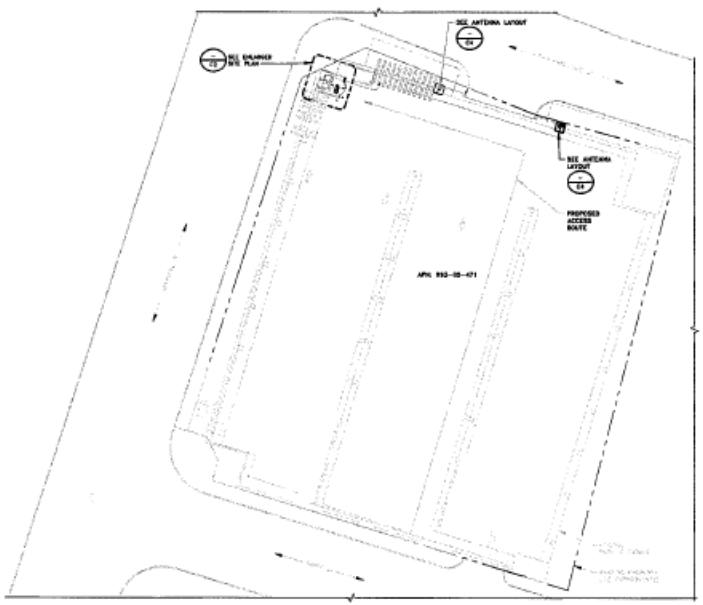
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GENERAL
ELECTRICAL NOTES

SHEET NUMBER
SP3

NOTES

1. THIS IS NOT A SURVEY. SITE PLAN BASED ON INFORMATION FROM EXISTING DRAWINGS AND SITE VISITS.
2. PROPERTY LINES ARE APPROXIMATIONS ONLY.



SITE PLAN

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8995 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/24/18	ISSUED FOR PERMIT
A	08/02/18	90% CD

RYAN J LAND
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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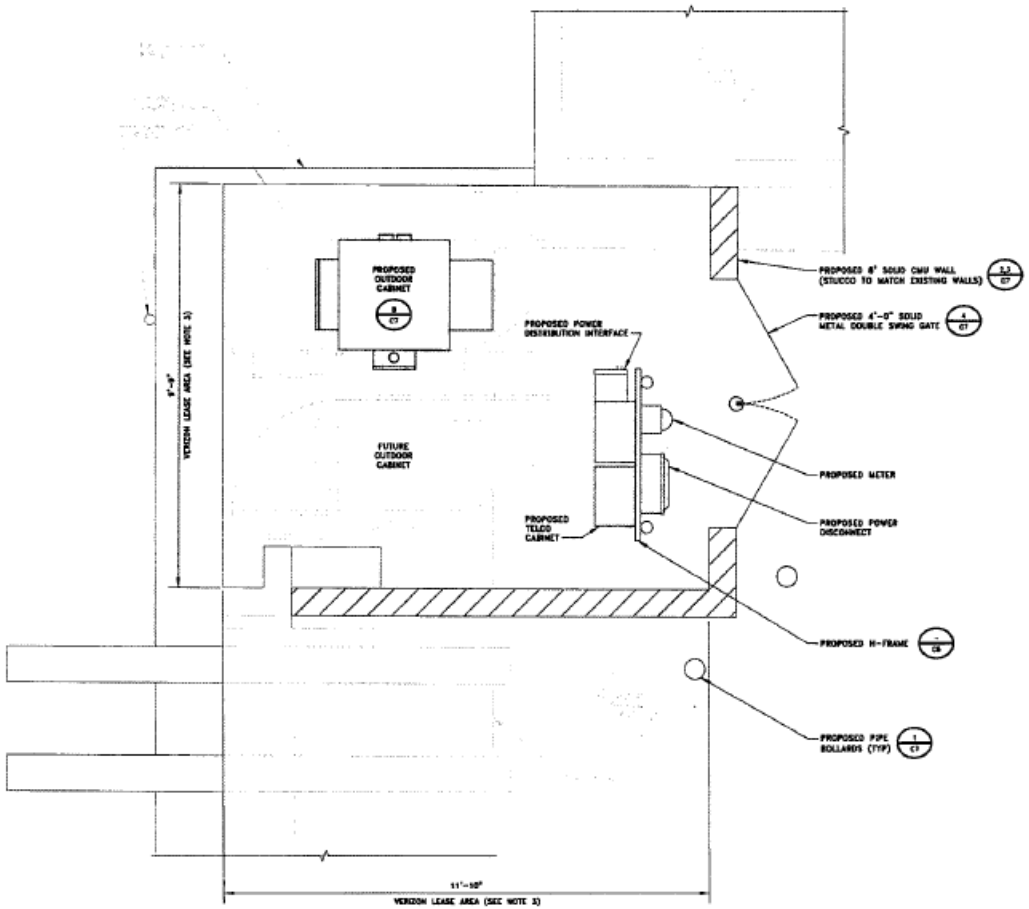
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA & MOUNTS OMITTED FOR CLARITY.
3. VERIZON LEASE AREA: 115.3 SQ. FT.



ENLARGED SITE PLAN

3/4"=1'-0"

verizon

4821 CUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8995 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	197658
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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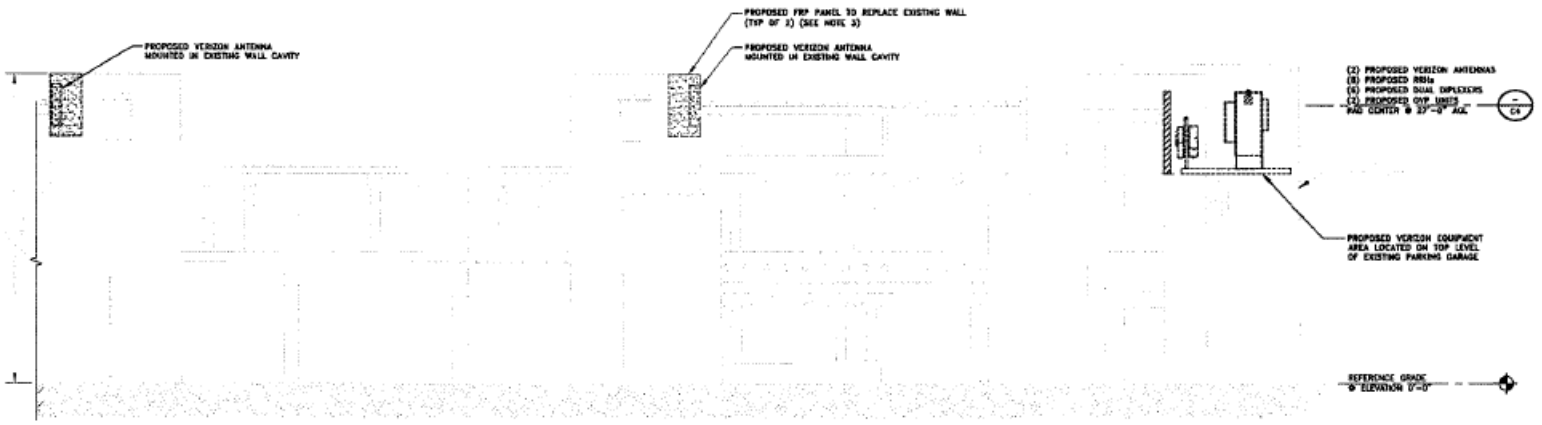
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C2

NOTES

1. THE EXISTING BUILDING IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE BUILDING HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".
3. PROPOSED 6'x3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".



PROPOSED SITE ELEVATION (LOOKING SOUTH)

8' 4' 2' 0 5' 10'
3/16"=1'-0"

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	06/22/18	90% CD

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24010
PROFESSIONAL ENGINEER
8/28/18

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NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELEVATIONS

SHEET NUMBER
C3

NOTE TO CONTRACTOR

1. CONTRACTOR IS TO REFER TO VERIZON'S MOST CURRENT SMR PRIOR TO CONSTRUCTION.

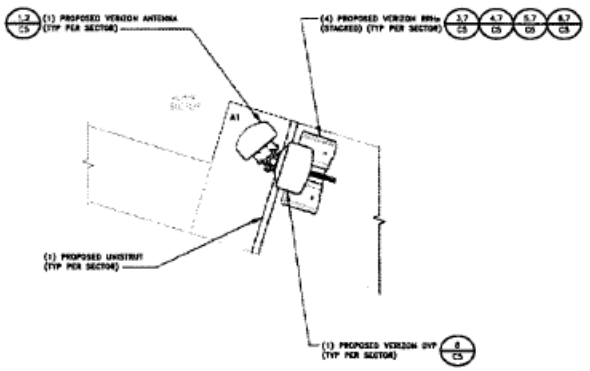
PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT SMR)

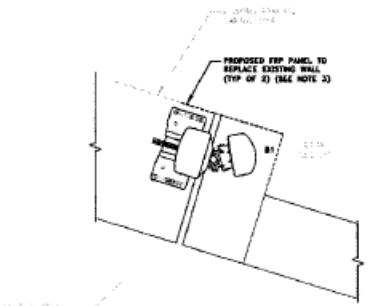
SECTOR	BAND CLASS	ANTENNA MODEL	AZIMUTH	RAD CENTER	OVP	COAX TYPE (HYBRID FLEX-AWS)	TMA/DIPLEXER	RRH MODEL
A1	LTE	ANDREW SBNHH-1D65A	320°	27'-0"	(2) PROPOSED 12 PORT OVP	(2) 6X12 HYBRID FLEX (PROPOSED)	(2) DUAL DIPLEXER KIT-FDA3PS002-1C-DL (1) DUAL DIPLEXER FDJES02004-S	(1) ALU RRH4X30-B13 (1) NOKIA RRH4X40-85 (1) ALU RRH4X30-B25 (1) ALU RRH4X45-066
B1	LTE	ANDREW SBNHH-1D65A	80°	27'-0"			(2) DUAL DIPLEXER KIT-FDA3PS002-1C-DL (1) DUAL DIPLEXER FDJES02004-S	(1) ALU RRH4X30-B13 (1) NOKIA RRH4X40-85 (1) ALU RRH4X30-B25 (1) ALU RRH4X45-066

PROPOSED ANTENNA AND TRANSMISSION CABLE SCHEDULE — NO SCALE — 1

NOTES

1. INSTALLATION OF THE PROPOSED EQUIPMENT ON THE MOUNT SHALL NOT COMMENCE UNTIL AN APPROVED MOUNT ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".
3. PROPOSED 6'X3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".





PROPOSED ANTENNA LAYOUT — NO SCALE — 2

verizon

4021 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197838
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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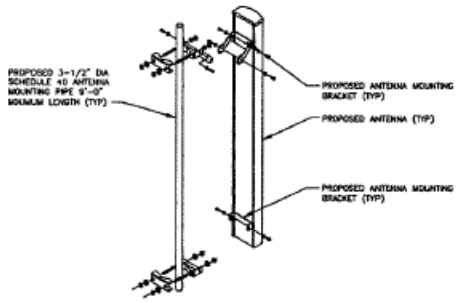
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ANTENNA LAYOUT

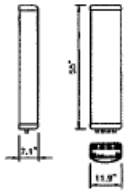
SHEET NUMBER
C4



ANTENNA MOUNTING DETAIL | NO SCALE | 1

ANDREW SBNHH-1D65A

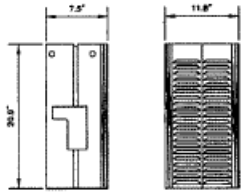
WIDTH:	11.9" (301 mm)
DEPTH:	7.1" (181 mm)
HEIGHT:	55" (1396 mm)
TOTAL WEIGHT (WITHOUT BRACKETS):	33.5 lbs (15.2 kg)
CONNECTOR:	7/16 DIN FEMALE x 6



ANTENNA SPECIFICATIONS | NO SCALE | 2

ALCATEL-LUCENT B13 RRH4X30-700

DIMENSIONS, WxDxH:	11.8"x7.5"x20.9" (300x190x530mm)
WEIGHT, WITHOUT MOUNTING KIT:	55.6 lbs (25.2 kg)



RRH SPECIFICATIONS (700 MHz) | NO SCALE | 3

NOKIA RRH4X40-850

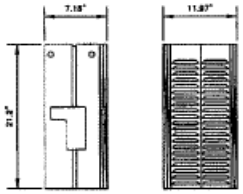
DIMENSIONS, WxDxH:	11.8"x7.3"x16.5" (320x185x420mm)
WEIGHT, WITHOUT MOUNTING KIT:	40 lbs (18 kg)

PENDING UPDATED SPECIFICATIONS

RRH SPECIFICATIONS (850 MHz) | NO SCALE | 4

ALCATEL-LUCENT B25 RRH4X30-1900

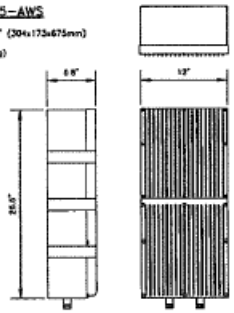
DIMENSIONS, WxDxH:	11.97"x7.18"x21.2" (304x182x539mm)
WEIGHT, WITHOUT MOUNTING KIT:	52.9 lbs (24 kg)



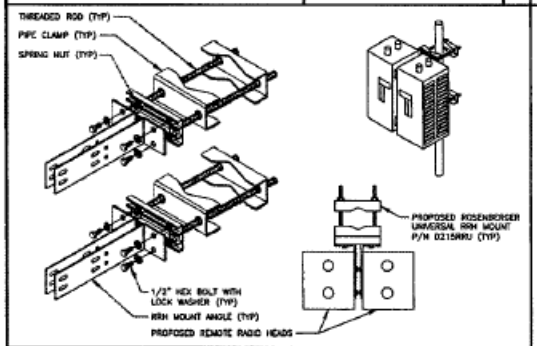
RRH SPECIFICATIONS (1900 MHz) | NO SCALE | 5

ALCATEL-LUCENT B66A RRH4X45-AWS

DIMENSIONS, WxDxH:	12"x6.8"x26.8" (304x173x675mm)
WEIGHT, WITHOUT MOUNTING KIT:	64 lbs (29 kg)



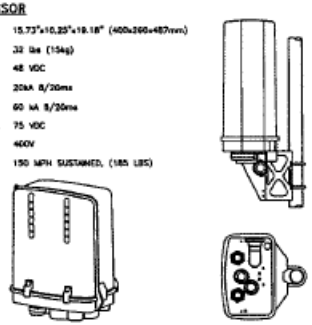
RRH SPECIFICATIONS (2100 MHz) | NO SCALE | 6



UNIVERSAL RRH MOUNT DETAIL | NO SCALE | 7

OVP SURGE SUPPRESSOR

DIMENSIONS, WxDxH:	15.73"x10.25"x19.18" (400x260x487mm)
WEIGHT:	32 lbs (15kg)
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20kA 8/20ms
MAX. SURGE CURRENT:	60 kA 8/20ms
MAX. CONT. OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400V
WIND LOADING:	150 MPH SUSTAINED, (185 LBS)



MAIN OVP BOX CONNECTION DETAIL | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4821 ELGHAK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	08/23/18	RFR CD

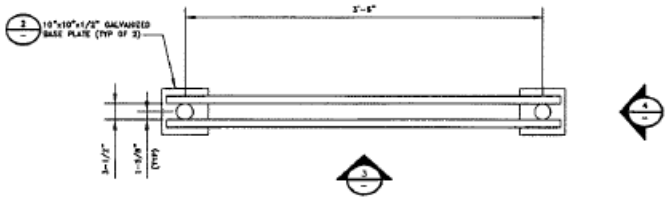
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/24/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

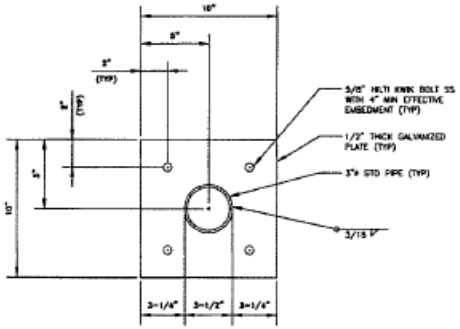
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

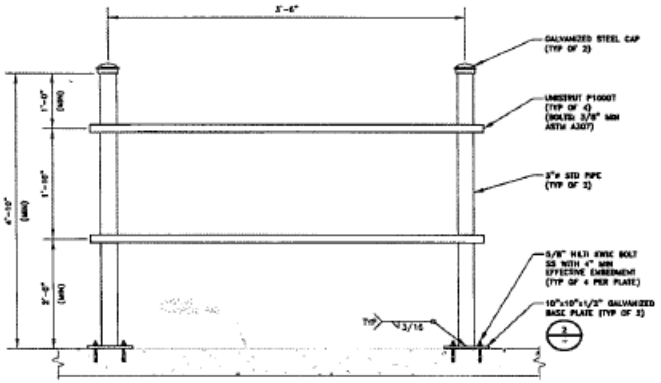
SHEET NUMBER
C5



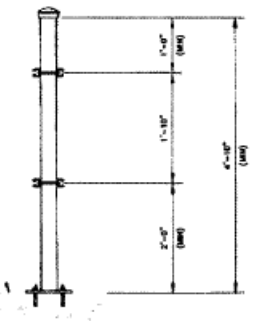
H-FRAME PLAN DETAIL | NO SCALE | 1



H-FRAME BASE PLATE DETAIL | NO SCALE | 2



H-FRAME ELEVATION DETAIL | NO SCALE | 3



H-FRAME SIDE ELEVATION DETAIL | NO SCALE | 4

verizon

4821 ELISANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	197856
DRAWN BY	PBD
CHECKED BY	MB

REV	DATE	DESCRIPTION
0	06/29/18	ISSUED FOR PERMIT
A	06/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/29/2018

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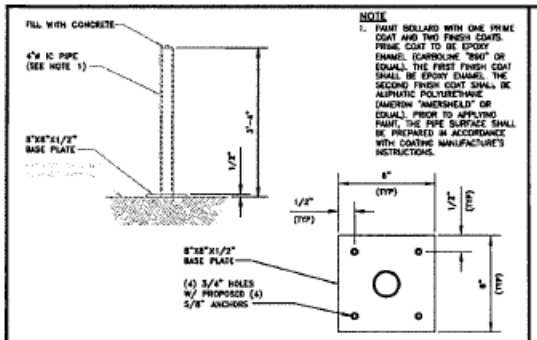
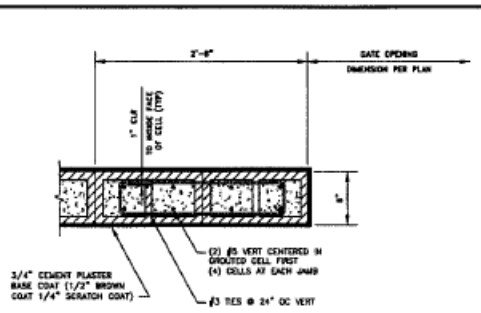
NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

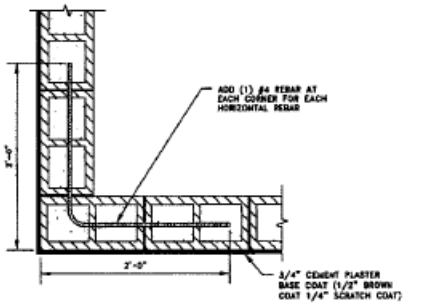
SHEET NUMBER
C6



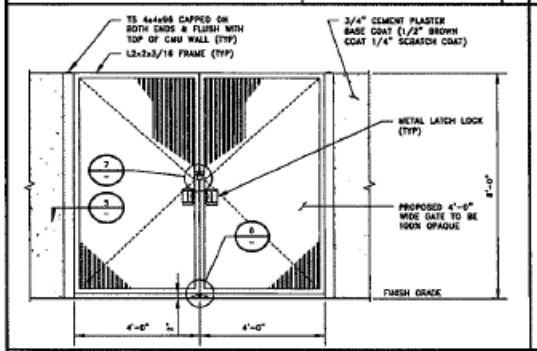
BOLLARD DETAIL | NO SCALE | 1



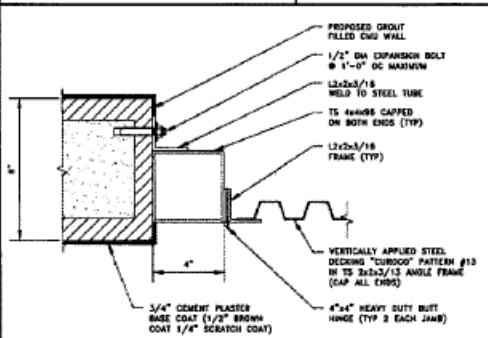
CMU JAMB AT GATE DETAIL | NO SCALE | 2



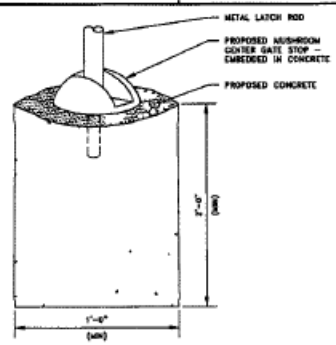
CMU FENCE CORNER DETAIL | NO SCALE | 3



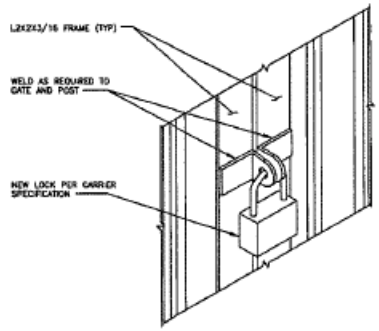
ACCESS GATE TO CMU ENCLOSURE | NO SCALE | 4



GATE JAMB AT CMU WALL | NO SCALE | 5



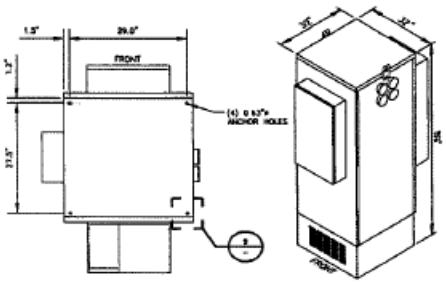
MUSHROOM CENTER GATE STOP | NO SCALE | 6



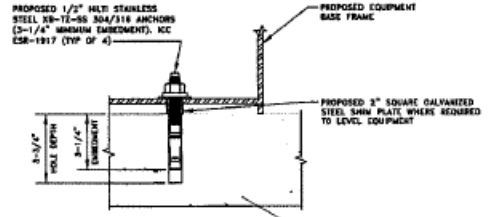
LATCH DETAIL | NO SCALE | 7

CHARLES UNIVERSAL BROADBAND PM63922WC2

DIMENSIONS, HxWxD: 80"x32"x32"
WEIGHT: 670 lbs



CABINET DETAIL | NO SCALE | 8



CONCRETE ANCHOR DETAIL | NO SCALE | 9

verizon

4021 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8065 S. EASTERN AVENUE, SUITE 325.
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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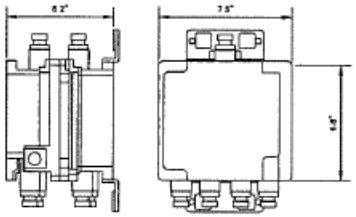
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C7

RFS FDJB5020D4-S

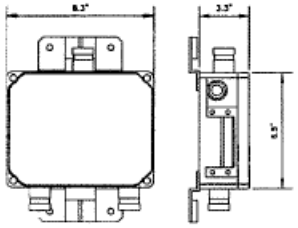
DIMENSIONS, HxWxD: 7.5"x8.8"x6.2" (191.3x172.3x157.5 mm)
WEIGHT: 11.2 lbs (5.1 kg)
RF CONNECTORS: (6) 4.3-10 FEMALE



TWIN DIPLEXER SPECIFICATIONS | NO SCALE | 1

RFS FDA3P5002-1C-DL

DIMENSIONS, HxWxD: 6.5"x8.3"x3.3" (165x210x85 mm)
WEIGHT: 6.4 lbs (2.9 kg)
RF CONNECTORS: (3) 7/16 FEMALE



DIPLEXER SPECIFICATIONS | NO SCALE | 2

NOT USED | NO SCALE | 3

NOT USED | NO SCALE | 4

NOT USED | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
6985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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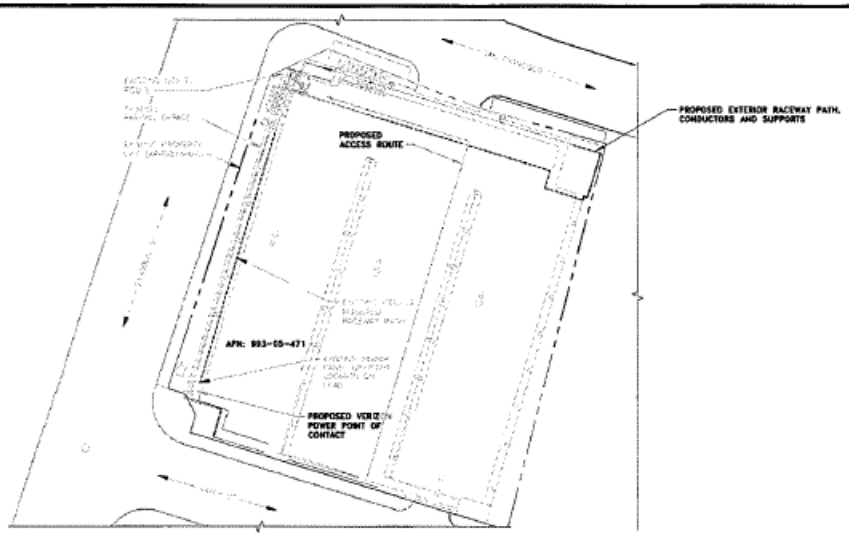
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

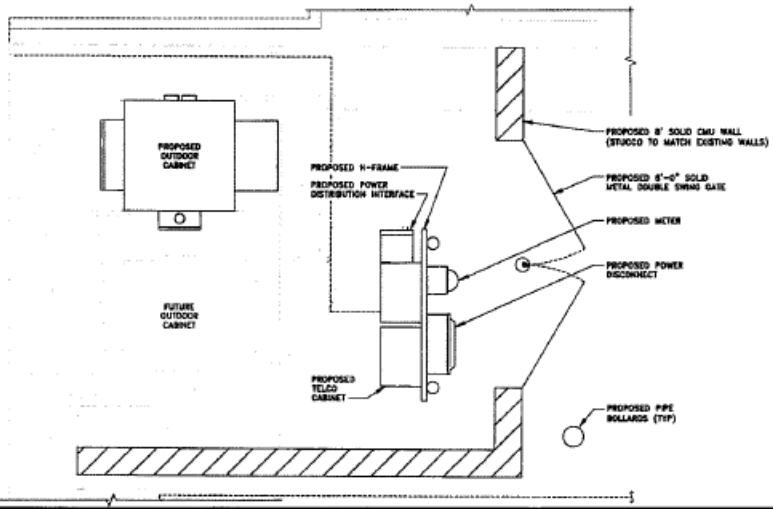
SHEET NUMBER
C8



ELECTRICAL PLAN

30' 20' 10' 0 30' 60'
1"=30'

1



ELECTRICAL EQUIPMENT LAYOUT

12" 6" 0 1' 2' 3'
3/4"=1'-0"

2

verizon

4821 ELISANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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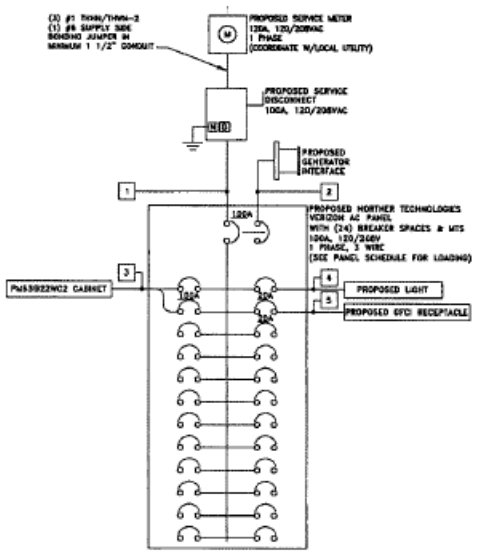
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL PLAN &
ELECTRICAL EQUIPMENT LAYOUT

SHEET NUMBER
E1



ELECTRICAL AC ONE-LINE DIAGRAM | NO SCALE | 1

AC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
1	SERVICE DISCONNECT	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
2	GENERATOR INTERFACE	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
3	AC LOAD CENTER	PM63922WC2 CABINET	(3) 1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT
4	AC LOAD CENTER	LIGHT	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT
5	AC LOAD CENTER	GFCI RECEPTACLE	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT

CIRCUIT SCHEDULE | NO SCALE | 2

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

NOTES | NO SCALE | 3

Site Name:	220 W. SAN FRANCISCO ST						MODEL NUMBER:	NORTHERN TECHNOLOGIES									
SITE NUMBER:	NM64 - SAN FRANCISCO						PHASE:	1			WIRE:		3				
VOLTAGE:	240 /120 Volts AC						BUSS RATING:	200 AMPS									
MAIN BREAKER:	100 AMPS																
MOUNT:	SURFACE																
ENCLOSURE TYPE:	NEMA 3R																
PANEL STATUS	PROPOSED																
CKT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CKT
1	PM63922WC2 CABINET	100	2	NEW	5200	1.00	1.00	5400		1.00	1.00	200	NEW	1	20	LIGHT	2
3					5200	1.00	1.00		5380	1.00	1.00	180	NEW	1	20	GFCI RECEPTACLE	4
5								0									6
7									0								8
9								0									10
11									0								12
13								0									14
15									0								16
17								0									18
19									0								20
21								0									22
23									0								24
							UNBALANCE PHASE B										
								5400	5380	VA							
							TOTAL			KVA	10.78						
										AMPS	44.92						

% OF MAIN BREAKER

PANEL SCHEDULE | NO SCALE | 4

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8665 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197858
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	08/20/18	ISSUED FOR PERMIT
A	06/20/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/20/18

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NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

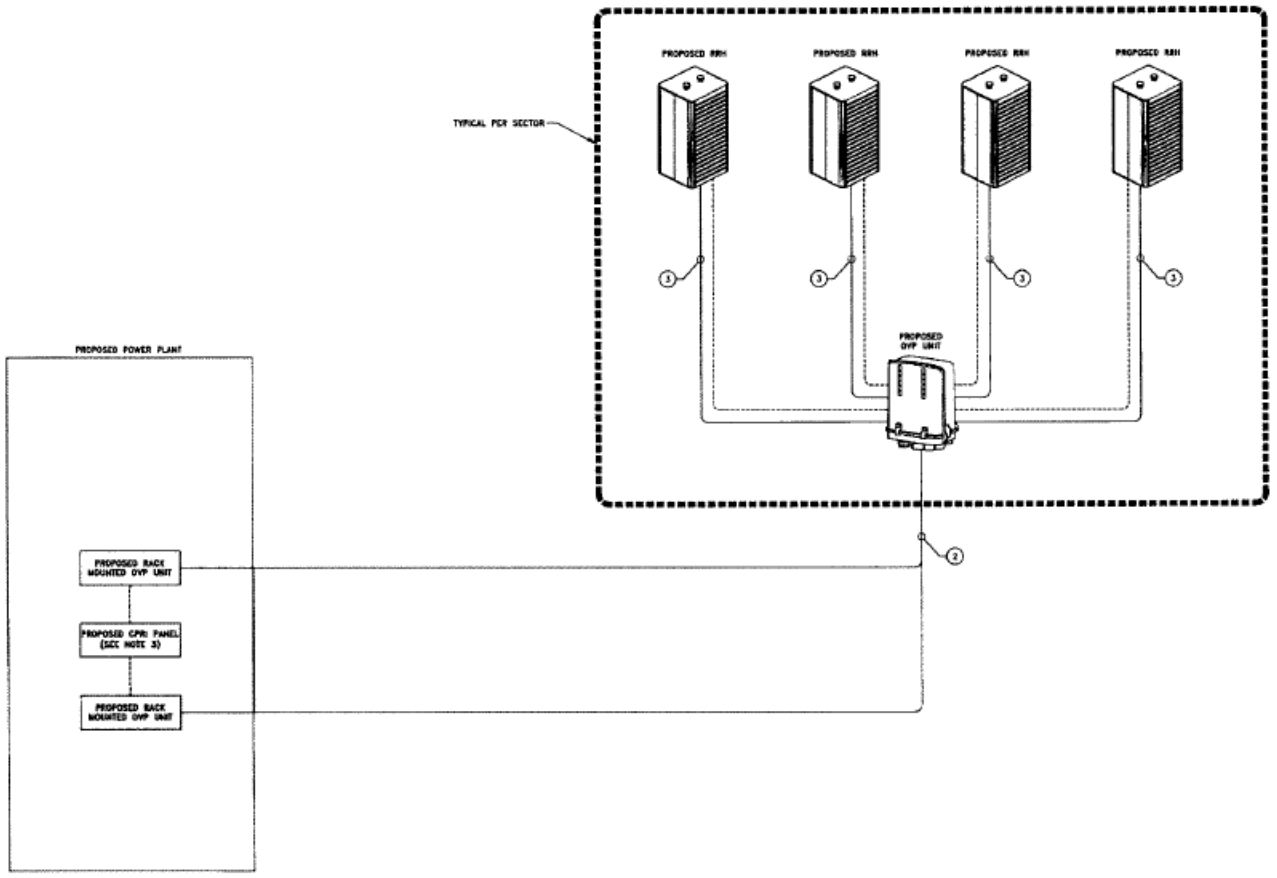
SHEET TITLE
ELECTRICAL AC ONE-LINE & SCHEDULE

SHEET NUMBER
E2

DC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
①	PROPOSED -48VDC DISTRIBUTION PANEL	PROPOSED RACK MOUNTED OVP UNIT	(12) 1-#10 TELCOFLEX III DC CABLE
②	PROPOSED RACK MOUNTED OVP UNIT	PROPOSED OVP UNIT	(1) HYBRID FLEX CABLE
③	PROPOSED OVP UNIT	PROPOSED RRH	(1) 3-#12 (MINIMUM) THHN/THWN/XHHW-1 TYPE TC-ER DC CABLE

NOTES

1. DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.
2. NEW-LTE DC POWER WIRING SIZE 14 AWG TO 10 AWG SHALL BE TELCOFLEX III. DC POWER WIRING 8 AWG AND LARGER SHALL BE TELCOFLEX IV.
3. EXISTING FIBER CABLES TO BE ROUTED THROUGH CPRI PANEL FROM RRH.



ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE

verizon

4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8985 S. EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197856
DRAWN BY:	PSD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
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PROFESSIONAL ENGINEER

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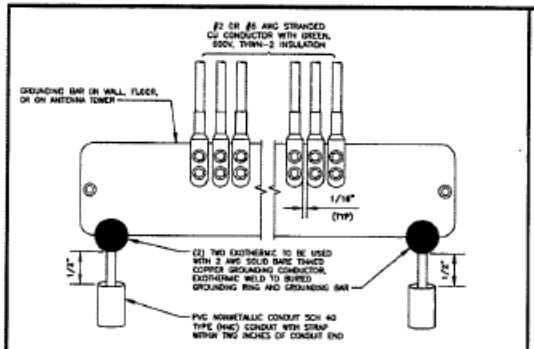
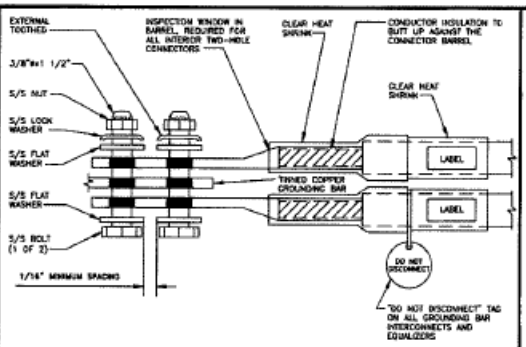
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL DC ONE-LINE & SCHEDULE

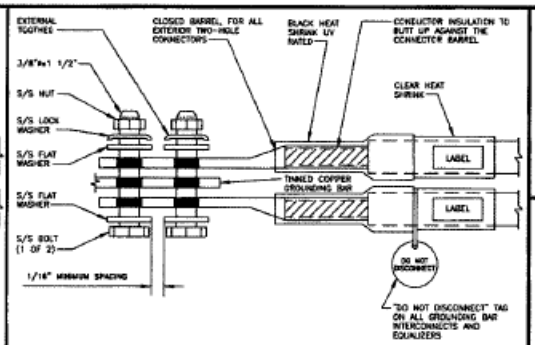
SHEET NUMBER
E3



INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR | NO SCALE | 1



INTERIOR TWO HOLE LUG | NO SCALE | 2



EXTERIOR TWO HOLE LUG | NO SCALE | 3

NEWTON INSTRUMENT COMPANY, INC.
BUTNER, NC

NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"X4"X30"	SOLID GROUND BAR
2	2	A-6056	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-11X1" H.H.C.S.
5	4	3015-8	5/8" LOCKWASHER

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

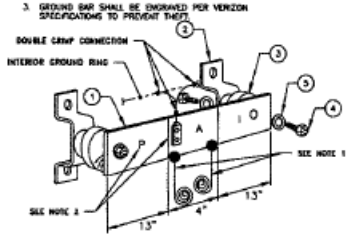
SECTION "P" – SURGE PROTECTORS
(DC) CABLE ENTRY PORTS (WATCH PLATES) (#2)
(DC) TELCO GROUND BAR (#2)
(EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
(VERIZON) CELL SITE +24V POWER SUPPLY RETURN BAR (#2)
(VERIZON) CELL SITE -48V POWER SUPPLY RETURN BAR (#2)
(EC) GENERATOR FRAMEWORK (IF AVAILABLE) (#2)
(VERIZON) RECTIFIER FRAMES
(VERIZON) ANTENNA SUPPRESSION

SECTION "A" – SURGE ABSORBERS
(EC) INTERIOR GROUND RING (#2)
(EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
(EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
(EC) BUILDING STEEL (IF AVAILABLE) (#2)

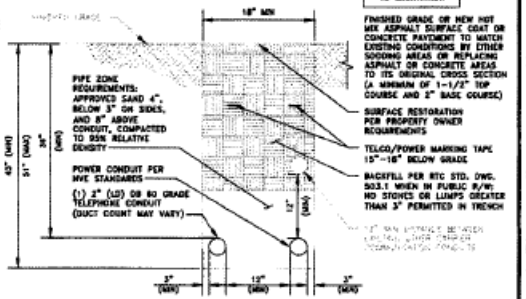
SECTION "I" – ISOLATED GROUNDING ZONE
(VERIZON) ALL CELL SITE COMMUNICATIONS EQUIPMENT FRAMES

DETAIL NOTES

1. EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. EC SHALL PERMANENTLY MARK THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION ("P", "A", "I") WITH 1" HIGH LETTERS.
3. GROUND BAR SHALL BE ENGRAVED PER VERIZON SPECIFICATIONS TO PREVENT THEFT.



(MGB) REFERENCE GROUNDING BAR | NO SCALE | 4



TRENCH DETAIL PRIVATE STREET/ONSITE | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

verizon
4821 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 320,
LAS VEGAS, NV 89123

PROJECT NO:	197855
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	08/22/18	WIN CO

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/28/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
E5

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/25/2021

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

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

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915256 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage Is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
B	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			4594300 VA	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
B				See Next Page	06/30/2021	06/30/2022		
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Site Name: NM4 San Francisco, 221 W. San Francisco St., Santa Fe, NM 87501.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915256

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915256	
CARRIER: See Certificate Number: 570088915256 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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FIR No. _____

FISCAL IMPACT REPORT

General Information:

(Check) Bill:_____ Resolution: _____

Short Title(s): Amendment No.1 to Lease Agreement for Sandoval Parking Garage Antenna Site

Sponsor(s): Not Applicable

Reviewing Department(s): Public Works; Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: August 25, 2021 Phone:_____

Reviewed by City Attorney:_____ Date: _____

Reviewed by Finance Director:_____ Date: _____

Summary:
This first amendment to a Lease Agreement between the City and Cellco Partnership (dba Verizon Wireless) authorizes Lessee's continued use the building electrical service to provide power to the Lessee's antenna facilities on the upper level of the Sandoval Parking Garage. Lessee will pay a monthly flat rate Utility Fee to the City in addition the rent payments. The Utility Fee begins at $300/month and escalates 2.5% annually along with rent escalation.

Departments Affected:
The Parking Enterprise Fund will receive an additional $9,812 in FY 21 gross revenue plus and additional $82,149 over the balance of the 20-year maximum lease term.

Consequences of Not Enacting Legislation:
In the absence of the proposed amendment, the Lessee must procure, install and connect into a new, stand-alone PNM underground line extension, transformer and metered electrical service. The work is expensive, disruptive, redundant and unnecessarily complicates the as-built electrical system of the building structure.

Conflict, Duplication, Companionship or Relationship to Other Legislation
None noted.

Performance and Administrative Implications:
The monthly Utility Fee would be received and posted along with rent, thus having minimal impact on normal Finance Department operations. No other implications noted.

Fiscal Implications:
The proposed amendment increases net lease revenue by approximately $285 per month when deducting the cost of electricity usage. Over the maximum 20-year term of the lease, total lease revenue will increase by approximately $88,360 to a total of $614,472, credited to the Parking Enterprise Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 0	$ 0	$ 0	.	.	N/A .	$ 0
Capital Outlay	$ 0	$ 0	$ 0			N/A .	$ 0
Operating	$ 180	$ 180	$ 180	N .	R	51150 .	$ 540
Total:	$ 180	$ 180	$ 180				$ 540

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

Expenditure Narrative: The City's electricity charges would increase by approximately $180/year for the usage caused by the Lessee's antenna facilities. A Budget Adjustment Request is (a) infeasible because usage cannot be allocated precisely; and (b) unnecessary because Utility Fee revenue will offset electricity charges drawn from the same Business Unit 51150.

Revenue

Revenue Type	FYE _22_	FYE _23_	FYE _24_	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 3,845	$ 3,941	$ 4,040	R	51150
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 3,845	$ 3,941	$ 4,040		

Revenue Narrative: The City's monthly lease revenue will increase by $300 initially, plus annual escalation. FYE 21 payments totalling $9,812 will compensate for usage through present.

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

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

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contracto **CELLCO PARTNERSHIP**

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: Pay to the City **$526,111**

Termination Date: **October 31, 2038**

☑ Approved by Council Date: **October 10, 2018**

☐ or by City Manager Date: _____

Contract is for **LEASE OF 115 SF UPPER PARKING DECK AND ASSOCIATED AIR RIGHTS AT SANDOVAL GARAGE FOR WIRELESS ANTENNA FACILITIES**

Amendment # **1 (Proposed)** to the Original Contract# **18-1098**

Increase/(Decrease) Amount $ **$91,961**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: **N/A**

☐ or by City Manager Date: **N/A**

Amendment is for **Authorize Lessee's use of exisiting building metered electrical service.**

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

Amount $ **$526,111** of original Contract# **18-1098** Termination Date: **October 31, 2038**

Reason: **ORIGINAL AGREEMENT**

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ **526,111**

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

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

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **ORIGINAL AGREEMENT APPROVED BY GOVERNING BODY OCTOBER 10, 2018**

Comments or Exceptions: _____

7 **Funding Source:** **REVENUE - PARKING ENTERPRISE** **BU/Line Item:** **51150.460350**

_____
Budget Officer Approval

Comments or Exceptions: _____

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

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **SEAN MOODY, ASSET DEVELOPMENT MANAGER**

Phone # **505.699.5176**

Certificate of Insurance attached. (if original Contract) ☑

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 09/27/2021
ISSUE NO. 7l Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625) **Committee Review:** Public Works and Utilities Committee: 09/27/21 Finance Committee: 10/04/21 Governing Body: 10/13/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 10/04/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe New Mexico
Memorandum

DATE: September 20, 2021

TO: PUBLIC WORKS COMMITTEE — SEPTEMBER 27TH 2021
FINANCE COMMITTEE — NOVEMBER 1ST 2021
AND GOVERNING BODY — NOVEMBER 10TH 2021

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Shannon Jones
SHANNON JONES, DIRECTOR
PUBLIC UTILITIES DEPARTMENT

FROM:
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: AMENDMENT NO. 1 TO SANDOVAL PARKING GARAGE ANTENNA SITE LEASE

ITEM AND ISSUE:
Proposed Lease Amendment No. 1 will allow the Lessee to utilize the existing building electrical service to furnish power to the Lessee's antenna installation located on the upper deck of the Sandoval Parking Garage. The Lessee would compensate the City for use the electrical service. Lessee's assignment of its interest in the lease by merger is acknowledged: The Lessee previouslyknown as Verizon Wireless (VAW) is hereafter Cellco Partnership.

BACKGROUND AND SUMMARY:
Temporary facilities originally installed in 2017 by Verizon Wireless on the upper deck of the Sandoval Parking Garage relied on the building's existing electrical service. Verizon Wireless (now Cellco Partnership) subsequently replaced its temporary facilities with a permanent installation in 2019. The permanent installation was intended to connect to a new, separate PNM-metered electrical service. To avoid unnecessary capital costs, building impacts and disruptions to normal parking operations, the proposed lease amendment authorizes the Lessee to continue to use the existing building service indefinitely, and provides compensation to the City in the form of a $300/month Utility Fee in addition to normal rent. The Utility Fee escalates at an annual rate of 2.5% along with that of rent. Over the 20-year maximum lease term the amendment will generate an additional $88,360 in net revenue for the City, accruing to Economic Development Enterprise Business Unit 2122800.460350.

The additional energy usage is estimated to be under $15/month. The antenna facilities use the same amount of power as ten light bulbs, and have no appreciable impact on the capacity available to the rest of the building. The lease term is unchanged.

ACTION REQUESTED:
Review and approval of Amendment No. 1 to the Lease Agreement attached hereto.

ATTACHMENTS:
Proposed Amendment No. 1 with Exhibits A1 & B (18 pages)
Lease Agreement with Exhibit A (Item 18-1098; 34 pages)
Certificate of Insurance (2 pages)
Fiscal Impact Report (2 pages)
Summary of Contracts (2 pages)

ITEM # _____

AMENDMENT NO. 1 TO LEASE AGREEMENT

This **FIRST AMENDMENT** ("Amendment No 1") to a Lease Agreement dated October 10, 2018,by and between the **CITY OF SANTA FE, NEW MEXICO** ("Lessor") and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless ("Lessee"), for the use of Premises located at **221 WEST SAN FRANCISCO STREET** in Santa Fe, New Mexico, is entered into this_____day of_____, 2021 ("Amendment Date").

1. Lessor acknowledges and agrees to the assignment by Verizon Wireless (VAW) LLC d/b/a Verizon Wireless (the "Previous Lessee") of Previous Lessee's rights and obligations under the above-referenced Lease Agreement to Lessee, the entity into which the Previous Lessee has merged, as evidenced by **Exhibit B** to this Amendment No. 1, satisfying the conditions described in Lease Section 14.D(ii).

2. Article 8 of the Lease Agreement is deleted in its entirety and substituted with the following:

"8. UTILITIES

A. Lessee shall bear sole and full responsibility for all utility services related to its use of the Premises. Lessee, at its sole cost and expense, may secure, install and maintain separately metered utilities from any public utility for its use of the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A** to the Lease Agreement. Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by lease or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

B. Lessee may cause to be upgraded, replaced, modified, or otherwise utilized the Lessor's existing building electrical service at the Property for the Permitted Use, as shown in **Exhibit A1** to this Amendment No. 1. **Exhibit A** to the Lease Agreement is hereby supplemented by **Exhibit A1** to this Amendment No. 1. As of the Amendment Date, any references to **Exhibit A** to the Lease Agreement shall be deemed to refer collectively to **Exhibit A** to the Lease Agreement and **Exhibit A1** to this Amendment No. 1.

C. Utility Fee. The Parties agree that if Lessee utilizes Lessor's existing building electrical service for the Permitted Use, Lessee shall pay Lessor a separate, monthly utility fee ("Utility Fee") for the right to such use during any calendar month in which the use occurs. The initial monthly amount of the Utility Fee is **Three Hundred Dollars ($300)**.

D. Payment. The Parties hereby agree that Utility Fees have been accruing since January 1, 2020. Lessee shall pay all Utility Fees that have accrued through the Amendment Date (including the Utility Fee owed for the month in which the Amendment Date occurs) within forty-five (45) days of the Amendment Date. Subsequent to the Amendment Date, the Utility Fee shall be paid on or before the first day of each month during the Term.

E. Late Payment. If Lessee fails to timely pay any Utility Fee on its due date or within

four (4) days thereafter, Lessee shall pay Lessor, in addition to the Utility Fee due, a penalty equal to fifteen percent (15%) for each calendar month in which the Utility Fee is due but unpaid. All Utility Fee payments received shall apply first to all penalty amounts owed and then to the unpaid balance of Utility Fees due.

F. Escalation. Upon each anniversary of the Effective Date following the Amendment Date, the Utility Fee amount shall automatically increase by two-and-a-half percent (2.5%) over the Utility Fee amount in effect during the previous calendar month in which a Utility Fee was due.

G. Adjustment. The Parties agree that the amount of the initial monthly Utility Fee adequately compensates the Lessor for the cost of the increased power and energy demand caused by the Permitted Use.

H. Final Payment. Any Utility Fee accrued during the final calendar month in which the Lease Agreement is in full force and effect, whether within the Term, or the Holdover Period, or the calendar month in which termination occurs under Article 16, shall become due and payable within thirty (30) days of the final day in which the Lease Agreement remains in full force and effect."

3. Article 21 of the Lease Agreement is deleted in its entirety and substituted with the following:

"21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor

City of Santa Fe
Attn: City Manager
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

With a copy to:
City of Santa Fe
Attn: City Attorney
PO Box 909
200 Lincoln Avenue
Santa Fe, NM 87504-0909

To Lessee:
Cellco Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network Real Estate

Either Party may change its notice addresses in the Section upon written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party."

4. Except as specifically provided in this Amendment No. 1, the Lease Agreement shall remain full force and effect, in accordance with its terms.

5. Capitalized terms not otherwise defined herein shall have the meanings attributed to such terms in the Lease Agreement.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this _____ day of_____, 2021.

LESSOR:
CITY OF SANTA FE

_____
ALAN M. WEBBER, MAYOR

ATTEST:

_____
KRISTINE MIHELSIC, CITY CLERK:

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 20, 2021 14:35 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
51150.460350 BUSINESS UNIT/LINE
ITEM Corrected Funding: 2122800.460350
AJH
AJH

LESSEE:
CELLCO PARTNERSHIP d/b/a Verizon Wireless

_____
~~DESMOND JACKBIR, DIRECTOR~~
~~NETWORK FIELD ENGINEERING~~
Brandon Brown
Sr Mgr - Ntwk Reg | RE

ACKNOWLEDGEMENT

STATE OF Arizona)
) ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 21st day of October 2021, by ~~Desmond Jackbir, Director Network Field Engineering~~ Brandon Brown, Sr Mgr - Ntwk Reg | RE for Cellco Partnership.

My Commission Expires: March 31, 2023

_____
Notary Public

CYNTHIA A ROTER, NOTARY PUBLIC
COMM. NO. 560357
COMM. EXP. 03/31/2023
MARICOPA CO., AZ

EXHIBIT A1

[SEE ATTACHED NINE (9) SHEETS]

verizon

NM4 SAN FRANCISCO NSB

PUBLIC RECORD PARCEL NO. 993-05-471
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

EXISTING BUILDING
(OVERALL HEIGHT: 30'-0" A.G.L.)
UPGRADE EXISTING 30'-0" ROOFTOP

PERFORMED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

OF THE INFORMATION CONTAINED WITHIN SAID DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/31/21	DV	BK
1	REVISED PER SAC COMMENTS	04/08/21	DV	BK

REVISED BY:

SHEET INDEX:

CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

SHEET	TITLE	REV.
T1	TITLE SHEET	1
SP1	NOTES	1
S1	ANTENNA/EQUIPMENT SHELTER UPGRADE	1
S2	MOUNT/HEADER ASSEMBLY DETAILS	1
S3	REFERENCE DETAIL AND NOTES	1
S4	SPEC SHEETS	1
E1	SINGLE LINE DIAGRAM	1
E2	POWER COORDINATION SITE PLAN	1
E3	ELECTRICAL DETAILS	1

PROJECT INDEX:

APPLICANT:
VERIZON
4821 EUBANK NE
ALBUQUERQUE, NM 87111

CONTACT: JEFF EDWALT
PHONE: 505-250-0004

ENGINEERS/DESIGNERS:
JS INFRASTRUCTURE PARTNERS
4111 MONTGOMERY BLVD. NE
ALBUQUERQUE, NM 87109

CONTACT: JEFF MONTANO
PHONE: 505-232-4884 EXT. 131

ZONING/SITE AQ:
BLACK & VEATCH CORPORATION
422 LIVE OAK CT. NE
ALBUQUERQUE, NM 87122

CONTACT: ANNE-MARIE (AMY) McKENZIE
OFFICE: 913-458-6771
MOBILE: 505-504-4865
EMAIL: mckenzieam@bv.com

GENERAL PROJECT NOTES:

1. PRIOR TO SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF/HERSELF WITH THE SCOPE OF WORK AND ALL CONDITIONS AFFECTING THE NEW PROJECT.
2. CONTRACTOR SHALL VERIFY ALL FIELD CONDITIONS AND DIMENSIONS OF THE JOB SITE AND CONFIRM THAT WORK AS INDICATED ON THESE CONSTRUCTION DOCUMENTS CAN BE ACCOMPLISHED AS SHOWN PRIOR TO COMMENCEMENT OF ANY WORK.
3. ALL FIELD MODIFICATIONS BEFORE, DURING, OR AFTER CONSTRUCTION SHALL BE APPROVED IN WRITING BY A VERIZON WIRELESS REPRESENTATIVE.
4. INSTALL ALL EQUIPMENT AND MATERIALS PER THE MANUFACTURER'S RECOMMENDATIONS, U.N.O.
5. NOTIFY VERIZON WIRELESS, IN WRITING, OF ANY MAJOR DISCREPANCIES REGARDING THE CONTRACT DOCUMENTS, EXISTING CONDITIONS, AND DESIGN INTENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING CLARIFICATIONS FROM A VERIZON WIRELESS REPRESENTATIVE AND ADJUSTING THE BID ACCORDINGLY.
6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES OF THE WORK UNDER THE CONTRACT.
7. CONTRACTOR SHALL PROTECT ALL EXISTING IMPROVEMENTS AND FINISHES THAT ARE TO REMAIN. CONTRACTOR SHALL REPAIR ANY DAMAGE THAT MAY OCCUR DURING THE CONSTRUCTION TO THE SATISFACTION OF A VERIZON WIRELESS REPRESENTATIVE.
8. THE CONTRACTOR IS RESPONSIBLE FOR RED-LINING THE CONSTRUCTION PLANS TO ILLUSTRATE THE AS BUILT CONDITION OF THE SITE. FOLLOWING THE FINAL INSPECTION BY VERIZON WIRELESS, THE CONTRACTOR SHALL PROVIDE VERIZON WIRELESS WITH ONE COPY OF ALL RED-LINED DRAWINGS.
9. VERIFY ALL FINAL EQUIPMENT WITH A VERIZON WIRELESS REPRESENTATIVE. ALL EQUIPMENT LAYOUT, SPECS, PERFORMANCE INSTALLATION AND THEIR FINAL LOCATION ARE TO BE APPROVED BY VERIZON WIRELESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING HIS/HER WORK WITH THE WORK AND CLEARANCES REQUIRED BY OTHERS RELATED TO SAID INSTALLATIONS.

PROJECT INFORMATION:

PROPERTY OWNER:	CITY OF SANTA FE PO BOX 909 SANTA FE, NM 87504-909
JURISDICTION:	CITY OF SANTA FE
PUBLIC RECORD PARCEL NO:	993-05-471

STRUCTURE COORDINATE REPORT:

NAD 83:	N35°41'15.64"
	W105°56'29.57"
DECIMAL/ DEGREE:	N35.687678°
	W105.941547°
ELEVATION:	6,973.0'

ADA COMPLIANCE:

THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. LANDINGS AND EXITS SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES.

FCC COMPLIANCE:

RADIATION FROM THIS FACILITY WILL NOT INTERFERE WITH OPERATION OF OTHER COMMUNICATION DEVICES.

SITE LOCATION:

SITE IS LOCATED ON ROOFTOP OF BUILDING, ON THE SOUTHEAST CORNER OF W SAN FRANCISCO ST. AND SANDOVAL ST.
SANTA FE, SANTA FE COUNTY, NEW MEXICO 87501

PROJECT DESCRIPTION:

THIS PROJECT CONSISTS OF THE FOLLOWING:

UPGRADE EXISTING SHROUD/EQUIPMENT SHELTER
- EIGHT – NEW REGISTER VENTS
- TWO – NEW FIRE RATED ACCESS DOOR
- TWO – NEW MECHANICAL FANS



VICINITY MAP
SCALE: N.T.S.

NORTH

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
TITLE SHEET

SAVE DATE:
4/8/2021 3:31 PM

SHEET NUMBER:
T1

GENERAL UPGRADE NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MEANS AND METHODS TO COMPLETE ALL UPGRADES AS INDICATED IN THIS DOCUMENT.
2. ALL DIMENSIONS, SECTIONS AND DETAILS OF THE EXISTING STRUCTURE ARE INCLUDED FOR INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL VERIFY ALL RELEVANT INFORMATION PRIOR TO CONSTRUCTION OR FABRICATION. NOTIFY THE ENGINEER-OF-RECORD IMMEDIATELY OF ANY DISCREPANCIES. ALL NEW WORK SHALL ACCOMMODATE EXISTING CONDITIONS.
3. CONTRACTOR IS RESPONSIBLE FOR ERECTING TEMPORARY BARRICADES AND/OR FENCING TO PROTECT THE SAFETY OF THE PUBLIC DURING CONSTRUCTION. THE CONTRACTOR SHALL REMOVE ALL TEMPORARY BARRIERS AND REPAIR ALL DAMAGE TO PROPERTY ON THE SITE CAUSED BY THIS CONSTRUCTION. THE COST OF REPAIR IS THE CONTRACTOR'S RESPONSIBILITY.
4. ALL WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LOCAL, STATE, AND FEDERAL REQUIREMENTS.
5. COORDINATE WORK INDICATED ON THESE DRAWINGS WITH THE NEW EQUIPMENT, EXISTING EQUIPMENT, MW/ECW/E ETC.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL MEASUREMENTS AT THE SITE PRIOR TO ORDERING ANY MATERIALS OR FABRICATING ANY WORK.
7. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECIFICATIONS AND CODES, LATEST EDITION.
8. CONTRACTOR SHALL COLD-GALVANIZE ALL RAW STEEL AS REQUIRED DURING CONSTRUCTION PROCESS.

GENERAL CONTRACTOR NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE PROJECT SCOPE OF WORK DEFINED UNDER THE REQUEST FOR PROPOSAL (RFP) FOR THIS PROJECT AND ALL ASSOCIATED ATTACHMENTS AND DOCUMENTS PROVIDED.

   THE RFP AND ALL ASSOCIATED DOCUMENTS SHALL DEFINE THE COMPLETE PROJECT SCOPE OF WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL DOCUMENTS AND IS SOLELY RESPONSIBLE FOR ALL WORK.

   ALL DOCUMENTS INCLUDED WITHIN THE PROJECT REQUEST FOR PROPOSAL ARE REQUIRED FOR THE COMPLETE PROJECT SCOPE OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK (EQUIPMENT, MATERIAL, INSTALLATION, TESTING, ETC.) INDICATED IN ALL DOCUMENTS. THE RFP, VERIZON NETWORK STANDARDS AND PROJECT ADDENDUMS AND CLARIFICATIONS ARE COMPLEMENTARY TO EACH OTHER. THE FORMAT OF THE SPECIFICATIONS AND DRAWING NUMBERING PER DISCIPLINE IS NOT INTENDED TO IMPLY SEGREGATION OF SUB CONTRACTOR WORK. CONTRACTOR SHALL ASSIGN ALL SUB CONTRACTOR WORK AND VERIZON WILL NOT ACCEPT ANY CHANGE ORDERS FOR INTERNAL CONTRACTOR WORK ASSIGNMENTS.

   CONTRACTOR SHALL BE RESPONSIBLE FOR DISTRIBUTING ALL RFP DOCUMENTS TO THEIR SUB CONTRACTORS. ALL RFP DOCUMENTS ARE REQUIRED TO INDICATE THE PROJECT SCOPE OF WORK. PARTIAL SUB CONTRACTOR DOCUMENT PACKAGES ARE HIGHLY DISCOURAGED.

   IN THE EVENT OF A CONFLICT BETWEEN THE DRAWINGS, SPECIFICATIONS, REFERENCED STANDARDS, VERIZON STANDARDS, OR AGREEMENT TERMS AND CONDITIONS THE ARCHITECT/ ENGINEER SHALL BE CONTACTED FOR FORMAL INTERPRETATION OF THE REQUIREMENTS. THE CONTRACTOR SHALL BE DEEMED TO HAVE PROVIDED THE DETAILED AND EXTENSIVE INTERPRETATION. ANY WORK INSTALLED IN CONFLICT WITH THE ARCHITECT/ ENGINEER INTERPRETATIONS SHALL BE CORRECTED BY THE CONTRACTOR AT NO EXPENSE TO VERIZON.

STEEL NOTES:

1. ALL STEEL SHALL BE GALVANIZED PER ASTM A123 AND CONFORM TO THE FOLLOWING MINIMUM SPECIFICATIONS UNLESS NOTED OTHERWISE:
   ANGLE, PLATE, CHANNEL: ASTM A36
2. ALL BOLTS SHALL BE GALVANIZED PER ASTM A153 AND CONFORM TO ASTM GRADE A325 UNLESS NOTED OTHERWISE. ALL BOLTED CONNECTIONS SHALL BE EQUIPPED WITH A PROPER, AND APPROVED, NUT-LOCKING DEVICE.
3. ALL DETAILING, FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO AISC SPECS AND CODES, LATEST EDITION.
4. AT HIS OWN DISCRETION, THE CONTRACTOR MAY SUBMIT DETAILED, ENGINEERED, COORDINATED AND CHECKED SHOP DRAWINGS FOR ALL STRUCTURAL STEEL TO THE ENGINEER OF RECORD TO REVIEW FOR COMPLIANCE WITH DESIGN INTENT PRIOR TO THE START OF FABRICATION AND/OR ERECTION. TOWERCOM IS ABSOLVED OF ALL LIABILITY ASSOCIATED WITH THE MISINTERPRETATION OF THE CONSTRUCTION DOCUMENTS IF CONTRACTOR CHOOSES NOT TO SUBMIT SHOP DRAWINGS.
5. TORCH-CUTTING OF ANY KIND SHALL NOT BE PERMITTED.
6. ALL BOLTS SHALL BE TIGHTENED TO A "SNUG-TIGHT" CONDITION AS DEFINED IN AISC 13TH EDITION, PAGE 16.2-46, SECTION 8.1.

   THE SNUG-TIGHTENED CONDITION IS DEFINED AS THE TIGHTNESS THAT IS ATTAINED WITH A FEW IMPACTS OF AN IMPACT WRENCH OR THE FULL EFFORT OF AN IRONWORKER USING AN ORDINARY SPUD WRENCH TO BRING THE CONNECTED PLIES INTO FIRM CONTACT.

GENERAL NOTES:

1. NEW REGISTER VENT(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.
2. NEW ACCESS DOOR(S) TO BE PAINTED TO MATCH EXISTING STUCCO COLOR.

STRUCTURAL DESIGN CRITERIA:

ALL LOADS DERIVED FROM REQUIREMENTS OF INTERNATIONAL BUILDING CODE 2015, ASCE 7-10, "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" & ANSI TIA-222-G "STRUCTURAL STANDARDS FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS".

BUILDING STRUCTURES:

1. WIND LOADS: IBC 2015 §1608 & ASCE 7-10 §28.4 (SIMPLIFIED METHOD)
   V_{ULT} = 115 MPH
   OCCUPANCY CAT. = II, EXPOSURE CAT. = C, IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613 & ASCE 7-10 §12.14 (SIMPLIFIED METHOD)
   OCCUPANCY CAT. = II, SITE CLASS = D
   $V = \frac{F S_{DS} w}{R}$
   F = 1.0 (SINGLE-STORY), 1.1 (TWO STORY), 1.2 (THREE STORY)
   S_{DS} = (2/3) S_{MS}
   R = 1.5 (ORDINARY PLAIN CONCRETE SHEARWALLS),
   6.5 (LIGHT-FRAMED WALLS W/ WOOD STRUCTURAL PANELS),
   4.0 (ORDINARY REINFORCED) CONCRETE SHEARWALLS)

COMMUNICATIONS STRUCTURES:

1. WIND LOADS: IBC 2015 §1609, ASCE 7-10 §29.5 & ANSI TIA-222-G
   V = 115 MPH (3-SEC. GUST)
   V = 40 MPH (¾" RADIAL ICE)
   STRUCTURE CLASS. = II; EXPOSURE CAT. = C; IMPORTANCE FACTOR = 1.0
2. SEISMIC LOADS: IBC 2015 §1613, ASCE 7-10 §15.6.6 & ANSI TIA-222-G
   STRUCT. CLASS. = II; OCC. CAT. = I, SITE CLASS = D; IMPORTANCE FACTOR = 1.0
   $V = \frac{S_{DS} w I}{R}$ (EQUIVALENT LATERAL FORCE PROCEDURE (METHOD 1))
   $V = \frac{\Sigma S_{ai} w_i I}{R}$ (EQUIVALENT MODAL ANALYSIS PROCEDURE (METHOD 2))

APPROVED FOR CONSTRUCTION

DESIGNED FOR:

verizon

4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT PROTECTED AND THE PROPERTY OF J5 INFRASTRUCTURE PARTNERS. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY J5 INFRASTRUCTURE PARTNERS IS FORBIDDEN.

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	KWD	JVC
1	REVISED PER SAC COMMENTS	04/08/21	CV	JVC

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:

NOTES

SAVE DATE:

4/8/2021 3:52 PM

SHEET NUMBER:

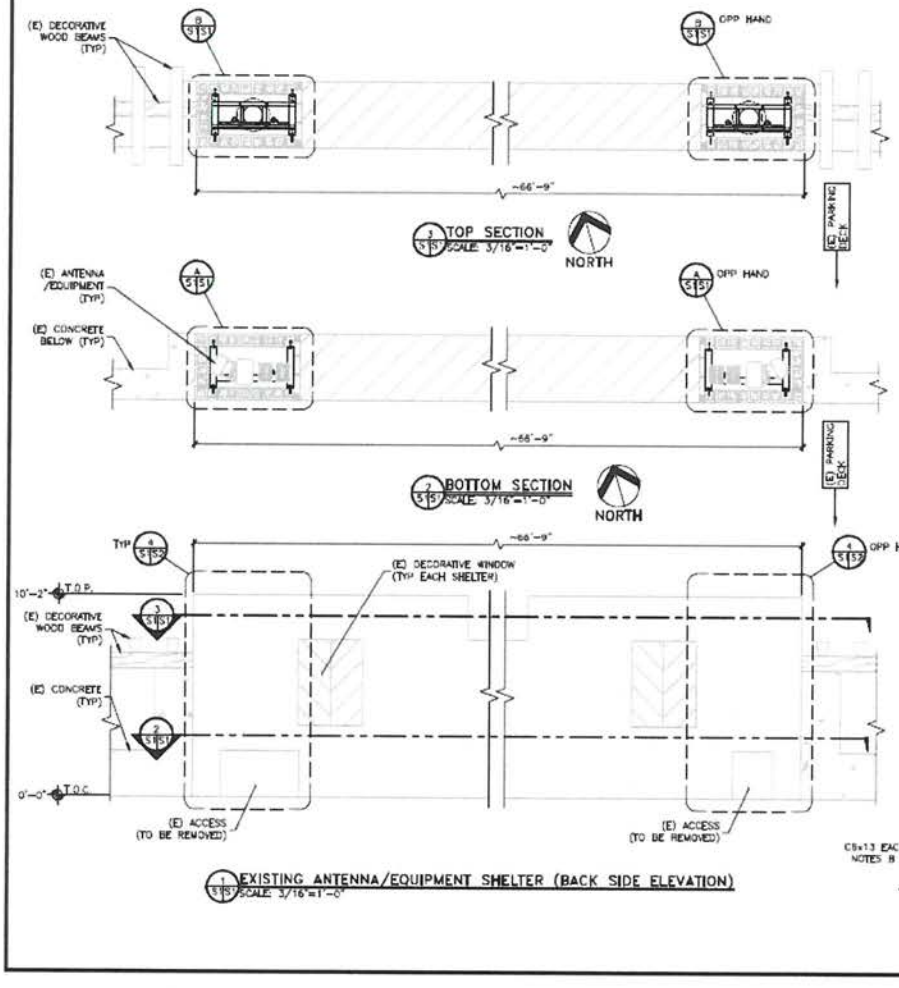
SP1

KEY:	
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

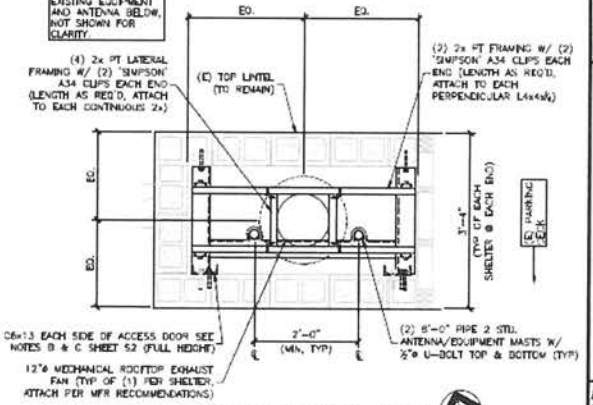
NOTE:
THIS UPGRADE APPLIES TO BOTH ANTENNA/EQUIPMENT SHROUD SHELTERS LOCATED AT THE WEST & EAST END OF EXISTING PARAPET WALL.

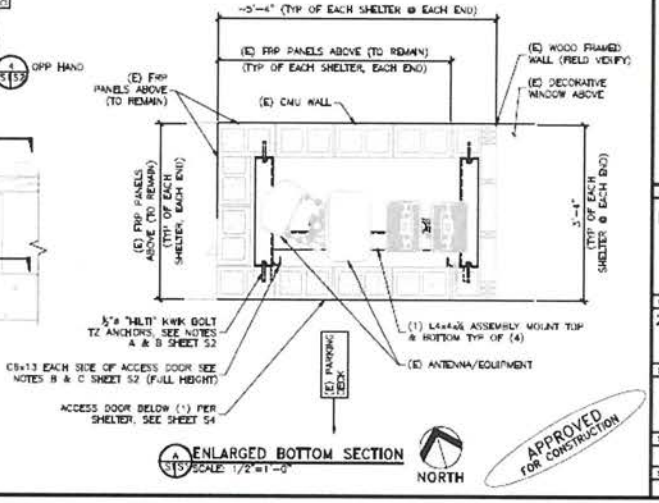
ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



NOTE:
EXISTING EQUIPMENT AND ANTENNA BELOW, NOT SHOWN FOR CLARITY.





APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizon
4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	JWC	JWC
1	REVISED PER SAC COMMENTS	04/08/21	JWC	JWC

ISSUED IN:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
ANTENNA/EQUIPMENT SHELTER UPGRADE

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S1

NOTES:

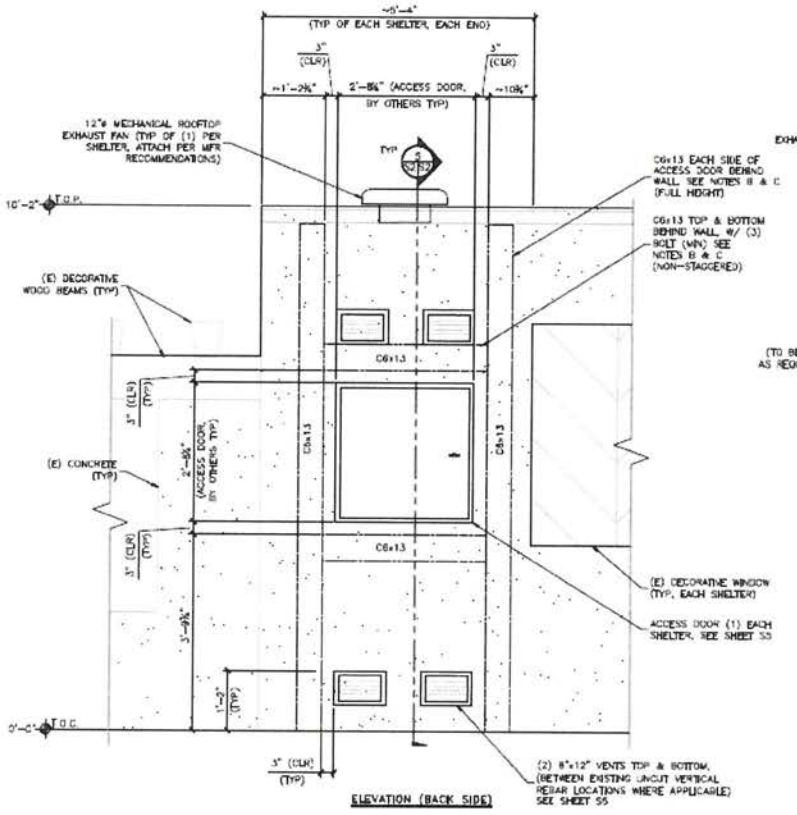
A. AT MOUNT ASSEMBLIES USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS. (3¼" MIN EMBED W/ FULLY GROUTED CELLS TYP)
B. AT C6x13 USE ½"ø "HILTI" KWIK BOLT TZ ANCHORS (3¼" MIN EMBED W/ FULLY GROUTED CELLS) @ 12 "O.C. STAGGERED (J.N.O.).
C. CONTRACTOR SHALL INSTALL C6x13 PRIOR TO CUTTING CMU WALLS FOR OPENINGS.

KEY:

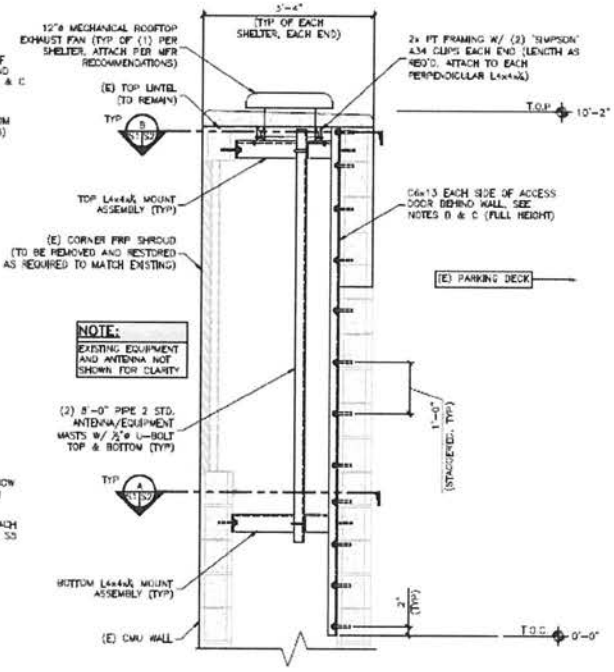
T.O.P. =	TOP OF PARAPET WALL
T.O.C. =	TOP OF CONCRETE
PT. =	PRESSURE TREATED

ABSOLUTELY NO TORCH-CUTTING OF ANY KIND SHALL BE PERMITTED FOR ANY REASON

FIT-UP NOTE:
CONTRACTOR TO FIELD VERIFY DIMENSIONS PRIOR TO FABRICATION IN ORDER TO CONFIRM PROPER FIT BASED ON EXISTING CONDITIONS



ELEVATION (BACK SIDE)



5 SECTION
SCALE: 1/2"=1'-0"

4 NEW ANTENNA/EQUIPMENT SHELTER UPGRADE (TYP OF 2)
SCALE: 1/2"=1'-0"

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

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EXHIBIT A

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
0	APPROVED FOR CONSTRUCTION	03/30/21	RWH	JVC
1	REVISED PER SAC COMMENTS	04/08/21	DV	JVC

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

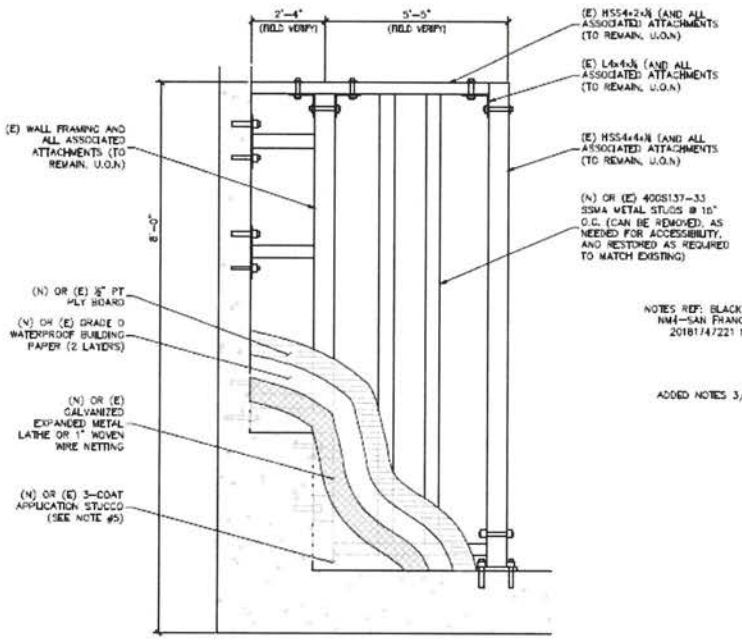
PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
MOUNT/HEADER ASSEMBLY DETAILS

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S2



SCREEN WALL FRONT ELEVATION (SCALE: NTS)
REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 DETAIL 1/S-2

NOTES:

1. CONTRACTOR SHALL ANCHOR PLYWOOD TO STEEL FRAME WITH ITW BUILDEX ¾-20x3" WOOD TO METAL FASTENERS (P/N: 1098000) EVENLY 12" HORIZONTALLY AND VERTICALLY.
2. CONTRACTOR SHALL INSTALL CORNER BEADS ALONG THE EDGE OF THE PROPOSED SCREEN WALL FENCE.
3. CONTRACTOR SHALL ANCHOR GALVANIZED EXPANDED METAL LATHE OR WOVEN WIRE NETTING WITH GALVANIZED STAPLES EVENLY 6" HORIZONTALLY AND VERTICALLY.
4. CONTRACTOR SHALL INSTALL CONTROL JOINTS AS REQUIRED.
5. CONTRACTOR SHALL MATCH COLOR AND TEXTURE OF PROPOSED STUCCO TO EXISTING CONDITIONS.
6. ALL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE AISC MANUAL OF STEEL CONSTRUCTION. STEEL SECTIONS SHALL BE IN ACCORDANCE WITH ASTM AS INDICATED BELOW:

   W-SHAPES: ASTM A992, 50 KSI
   ANGLES, BARS, CHANNELS, PLATES: ASTM A36, 36 KSI
   HSS SECTION: ASTM 500, 46 KSI
   PIPE SECTION: ASTM A53 GR. B

7. ALL WELDING, IF CALLED OUT ON PLAN, SHALL BE PERFORMED USING E70XX ELECTRODES AND WELDING SHALL CONFORM TO AISC. WHERE FILLET WELD SIZES ARE NOT SHOWN, PROVIDE THE MINIMUM SIZE PER TABLE J2.4 IN THE AISC "MANUAL OF STEEL CONSTRUCTION". PAINTED SURFACES SHALL BE TOUCHED UP.

NOTES REF: BLACK & VEATCH NM4-SAN FRANCISCO VZW# 20181747221 NOTES/S-2

8. CONTRACTOR SHALL FIELD VERIFY THAT THE EXISTING CONCRETE IS A MINIMUM OF 6" IN DEPTH.
9. MAINTAIN A MINIMUM OF 8" EDGE DISTANCE FROM CENTER OF ANCHOR TO NEAREST EDGE OF EXISTING CONCRETE.

ADDED NOTES 3/11/21 (JS)

10. CONTRACTOR SHALL REMOVE SCREEN WALL FOR ACCESS AS NEEDED ONLY.
11. SCREEN WALL SHALL BE RESTORED AS REQUIRED TO MATCH EXISTING.

APPROVED FOR CONSTRUCTION

PREPARED FOR:
verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

THE INFORMATION CONTAINED HEREIN AND ON ALL DRAWINGS AND DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY: CBR

NO	DATE	DESCRIPTION	BY
0	03/30/21	APPROVED FOR CONSTRUCTION	JVC
1	04/08/21	REVISED PER SAC COMMENTS	JVC

JS INFRASTRUCTURE PARTNERS

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
REFERENCE DETAIL AND NOTES

SAVE DATE:
4/8/2021 3:52 PM

SHEET NUMBER:
S3

GRAINGER

Product Categories / Security / Door and Door Frames / Access Doors / Fire Rated Access Door, Flush Mount, Insulated



Tap image to zoom.

BABCOCK-DAVIS

Fire Rated Access Door, Flush Mount, Insulated

Item #402H14 Mfr. Model #BITK3232
UNSPSC #30171505 Catalog Page #N/A

Country of Origin USA. Country of Origin is subject to change.

Web Price
$547.80 / each
This item requires special shipping, additional charges may apply.

Qty 1 Add to Cart

Shipping Pickup

Availability
Backordered, expected to arrive by end of Apr, 2021.
Ship to 83701 | Change

Shipping Weight 44 lbs
Ship Availability Terms

Add to List

Technical Specs

Item	Fire Rated Access Door	Rough Opening Height	32 1/4 in
Flush Mount/Recessed Mount	Flush Mount	Rough Opening Width	32 1/4 in
Insulated / Uninsulated	Insulated	Closure Type	Knurled Knob/Key Operated Latch Bolt
Material	Steel	Hinge Type	Piano
Access Door Installation	Wall or Ceiling	Finish	Powder Coat
Door Height	32 in	Features	Exposed Flange, Fire Rated
Door Width	32 in		

Chat with an Agent

BABCOCK-DAVIS ACCESS DOOR
SEE WWW.GRAINGER.COM/PRODUCT/BABCOCK-DAVIS-FIRE-RATED-ACCESS-DOOR-402H14 FOR MORE INFORMATION

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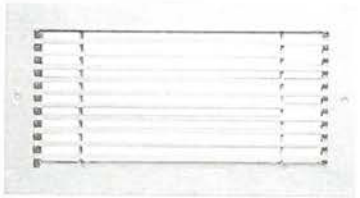
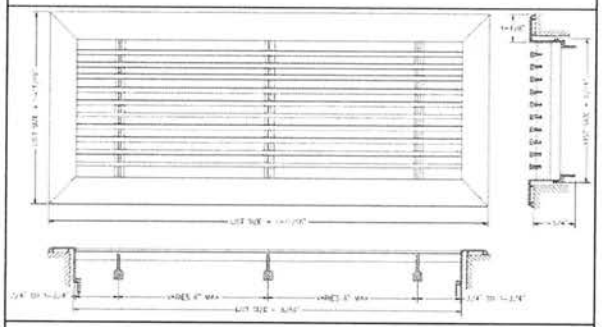
Use Coupon Code "Winter"
*** SALE EXTENDED: Expires 3/19



Aluminum Bar Linear Return Grille (No Damper)



WALL INSTALLATION MEASURMENTS (8"x12")
SEE WWW.VENTCOVERSUNLIMITED.COM FOR MORE INFORMATION

APPROVED FOR CONSTRUCTION

DESIGNED FOR:
verizon
4821 ELSBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

J5 INFRASTRUCTURE PARTNERS

REV	DATE	DESCRIPTION
A	03/30/21	ISSUED FOR CONSTRUCTION
B	04/08/21	REVISED PER SAC COMMENTS

DESIGNED BY:

JAMES V. CHUNG
NEW MEXICO
22016
PROFESSIONAL ENGINEER
4/8/21

PROJECT NAME:
NM4 SAN FRANCISCO NSB
UPGRADE (2) EXISTING SHROUDED ANTENNA/EQUIPMENT SHELTERS

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NEW MEXICO 87501
SANTA FE COUNTY

SHEET TITLE:
SPEC SHEETS

SAVE DATE:
4/8/2021 3:02 PM

SHEET NUMBER:
S4

KEYED COMPONENT NOTES:	
1	100A METER 120/208V, 1Ø, 3W.
2	100A FUSED DISCONNECT 120/208V.
3	NORTHERN TECHNOLOGIES VERIZON AC PANEL WITH (24) BREAKER AND MTS 100A, 120/208V 1Ø, 3 WIRE.
4	GENERATOR INTERFACE.

KEYED CONDUIT NOTES:	
1	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
2	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT.
3	(3) #1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT.
4	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
5	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT.
6	(4) #12 CU. THHN/THWN-2, (1) #12 CU. EGC IN MIN. 3/4" CONDUIT

NOTES:

1. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE, EMT ACCEPTABLE IN APPROVED AREAS.

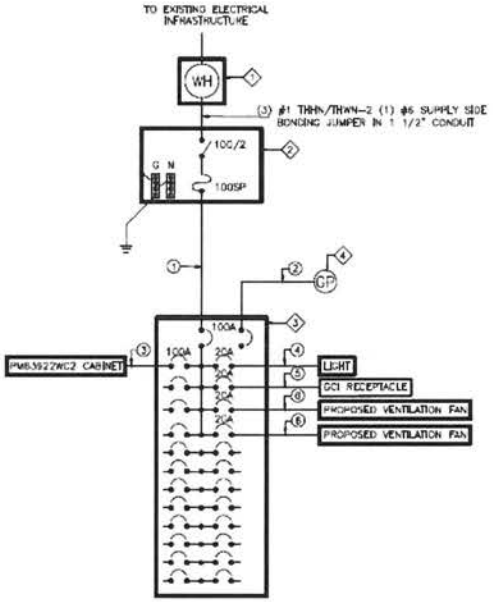
PANELBOARD SCHEDULE "A"

LOCATION:BUILT INTO CABINET PANEL PANEL ASSEMBLY RATING:22kAIC

VOLTAGE: 120/240V, 1ø, 3w | MAINS: 100A, M.C.B. | MOUNTING: SURFACE

USE AND/OR AREA SERVED	C/B	CKT NO.	LOAD (VA)		CKT NO.	C/B	USE AND/OR AREA SERVED
PMB3922W C2 CABINET	100 / 2	1	1,420		2	20	LIGHT
		3	200	1,080	4	20	GFCI RECEPTACLE
SPACE	–	5	–	720	6	20	PROPOSED COOLING FAN
SPACE	–	7	720	–	8	20	PROPOSED COOLING FAN
SPACE	–	9	–	–	10	–	SPACE
SPACE	–	11	–	–	12	–	SPACE
SPACE	–	13	–	–	14	–	SPACE
SPACE	–	15	–	–	16	–	SPACE
SPACE	–	17	–	–	18	–	SPACE
SPACE	–	19	–	–	20	–	SPACE
SPACE	–	21	–	–	22	–	SPACE
SPACE	–	23	–	–	24	–	SPACE
SPACE	–	25	–	–	26	–	SPACE
SPACE	–	27	–	–	28	–	SPACE
SPACE	–	29	–	–	30	–	SPACE
SPACE	–	31	–	–	32	–	SPACE
SPACE	–	33	–	–	34	–	SPACE
SPACE	–	35	–	–	36	–	SPACE
SPACE	–	37	–	–	38	–	SPACE
SPACE	–	39	–	–	40	–	SPACE
SPACE	–	41	–	–	42	–	SPACE
TOTAL LOAD PER PHASE			5,824	5,784	11.608VA ÷ 208V = 55.8AMPS		

PANEL SCHEDULE "A"



SINGLE LINE DIAGRAM

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon

4821 ELEBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	EA
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EA
1	REVISED PER SAD COMMENTS	04/08/21	DV	EA

STEVEN KARSTETTER — NEW MEXICO — 21009 — REGISTERED PROFESSIONAL ENGINEER — 4/8/21

PROJECT NAME:

NM4 SAN FRANCISCO

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:

SINGLE-LINE DIAGRAM

SAVE DATE:

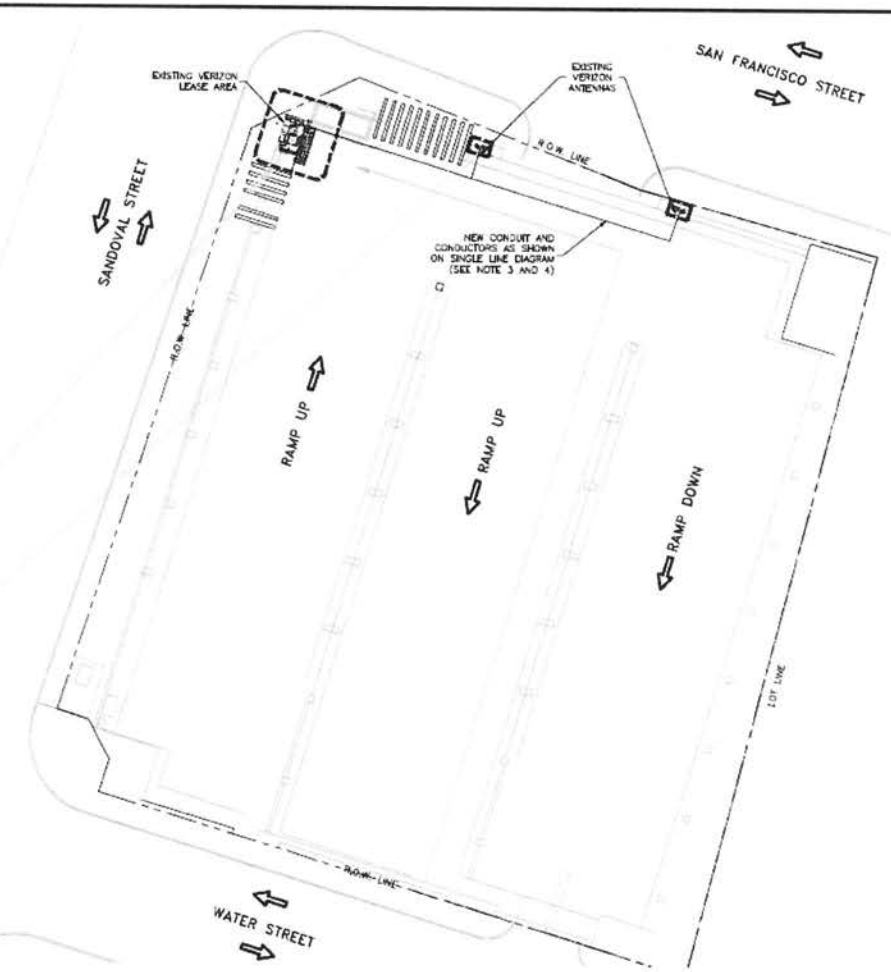
4/8/2021 3:42 PM

SHEET NUMBER:

E1

NOTES:

1. POWER COORDINATION INFORMATION DEPICTED ON THESE DRAWINGS IS ACCURATE AND COMPLETE AS OF 03-30-21. HOWEVER, PRIOR TO SUBMITTING BIDS CONTRACTOR SHALL CONTACT UTILITY REPRESENTATIVE AND VERIFY THAT CONDITIONS HAVE NOT CHANGED.
2. ALL CONDUIT NOT SPECIFIED OTHERWISE SHALL BE SCH. 40 PVC BELOW GRADE, IMC ABOVE. EMT ACCEPTABLE INDOORS IN AREAS THAT ARE ACCESSIBLE ONLY TO LESSEE AUTHORIZED PERSONNEL.
3. CONTRACTOR TO DETERMINE EXACT CONDUIT ROUTING BASED ON CONDITIONS ON SITE. USE JUNCTION BOXES AND PULL POINTS AS REQUIRED.
4. FASTENING METHODS MAY NEED TO BE APPROVED BY THE LANDLORD PRIOR TO CONSTRUCTION. ANY DRILLING INTO EXISTING POST-TENSION OR PRE-STRESSED CONCRETE WILL NEED APPROVAL PRIOR TO CONSTRUCTION.



30'-0" 0 30'-0"
15' 0'
SCALE: 1" = 30'-0"

POWER COORDINATION SITE PLAN

NORTH

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon
4821 ELBANK NE
ALBUQUERQUE, NEW MEXICO 87111

THESE DRAWINGS AND SURVEYS ARE COPYRIGHT

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF JS INFRASTRUCTURE PARTNERS.

DESIGNED BY:

JS INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAD COMMENTS	04/08/21	DV	EK

PROJECT NAME:

NM4 SAN FRANCISCO

PROJECT ADDRESS:

221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:

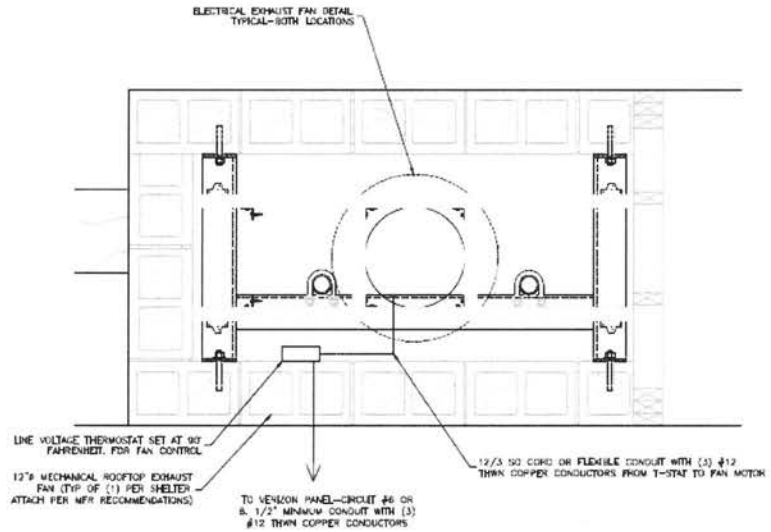
POWER COORDINATION SITE PLAN

SAVE DATE:

4/8/2021 3:42 PM

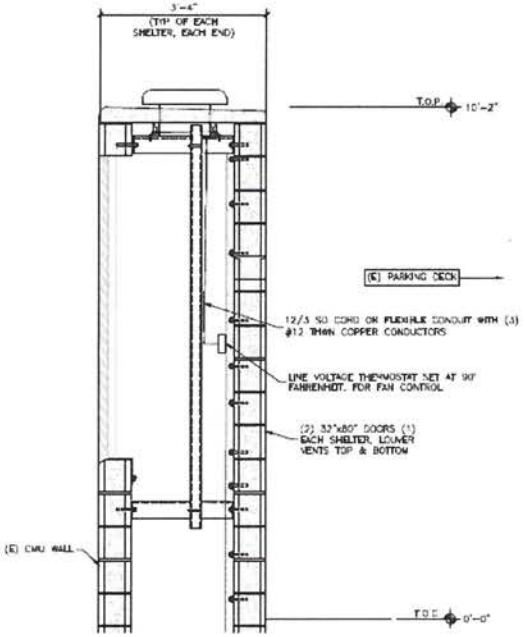
SHEET NUMBER:

E2



ENLARGED TOP SECTION
SCALE: 1/2"=1'-0"

NORTH



SECTION
SCALE: 1/2"=1'-0"

ELECTRICAL DETAILS

NOTICE:

1. CONTRACTOR SHALL NOT SUBMIT BIDS OR PERFORM CONSTRUCTION WORK ON THIS PROJECT WITHOUT ACCESS TO THE CURRENT COMPLETE SET OF DRAWINGS LISTED IN THE TITLE-SHEET INDEX.

DESIGNED FOR:

verizon
4821 EUBANK NE
ALBUQUERQUE, NEW MEXICO 87111

EXHIBIT A

DOCUMENTS IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF J5 INFRASTRUCTURE PARTNERS.

DESIGNED BY:

J5 INFRASTRUCTURE PARTNERS

REV	DESCRIPTION	DATE	BY	CHK
A	PRELIMINARY - NOT FOR CONSTRUCTION	03/30/21	RC	DL
0	APPROVED FOR CONSTRUCTION	03/31/21	RC	EK
1	REVISED PER SAD COMMENTS	04/08/21	DV	EK

PROJECT NAME:
NM4 SAN FRANCISCO

PROJECT ADDRESS:
221 W. SAN FRANCISCO ST
SANTA FE, NM 87501
SANTA FE COUNTY

SHEET TITLE:
ELECTRICAL DETAILS

SAVE DATE:
4/8/2021 3:42 PM

SHEET NUMBER:
E3

EXHIBIT B

[SEE ATTACHED TWO (2) PAGES.]

EXHIBIT B

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"VERIZON WIRELESS (VAW) LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "CELLCO PARTNERSHIP" UNDER THE NAME OF "CELLCO PARTNERSHIP", A GENERAL PARTNERSHIP ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF DECEMBER, A.D. 2019, AT 6:13 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2019.





3341134 8100M
SR# 20198704120

Authentication: 204268022
Date: 12-20-19

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delawa re
Secretary of State
Division of Corporations
Delivered 06:13 PM 12/17n019
FILED 06:13 PM 12/17/2019
SR 20198704120 - FileNu mber 3341134

EXHIBIT B

CERTIFICATE OF MERGER OF VERIZON WIRELESS (VAW) LLC INTO CELLCO PARTNERSHIP

Pursuant to Title 6, Section 15-902(c) of the Delaware Revised Uniform Partnership Act and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned general partnership executed the following Certificate of Merger:

FIRST: The name of the surviving general partnership is Cellco Partnership, a Delaware general partnership, and the name of the limited liability company being merged into this surviving general partnership is Verizon Wireless (VAW) LLC, a Delaware limited liability company.

SECOND: The Agreement and Plan of Merger has been approved and executed by each of the surviving general partnership and by the merging limited liability company.

THIRD: The name of the surviving domestic general partnership is Celka Partnership.

FOURTH: The merger is to become effective on December 31, 2019.

FIFTH: The Agreement and Plan of Merger is on file at One Verizon Way, Basking Ridge, New Jersey 07920, the place of business of the surviving general partnership.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving general partnersh ip on request, and without cost, to any partner of the partnership or member of the constituent limited liability company.

SEVENTH: The Statement of Partnership Existence of Cellco Partnership shall be the Statement of Partnership Existence of the surviving general partnership.

IN WITNESS WHEREOF, said general partnership has caused this certificate to be signed by an authorized officer, on December 4, 2019.

CELLCO PARTNERSHIP

By: Karen M. Shipman
Karen M. Shipman
Assistant Secretary

[TEM fl 18-1098

Verizon ID: NM4 San Francisco

LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND VERIZON WIRELESS (VAW) LLC

This LEASE AGREEMENT (Lease Agreement) is entered into this 10th day of October, 2018, by and between the CITY OF SANTA FE, N_EW MEXICO, a municipal corporation and a political subdivision of the State of New Mexico (Lessor) and VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS, a Delaware limited liability company, (Lessee) (collectively, the Parties and each individually a Party).

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives the Lessee a Lease Agreement to enter on and make use of the property of the Lessor as follows:

1. PREMISES

A. Lessor leases to Lessee and Lessee leases from Lessor a certain portion of the city-owned municipal parking garage. The leased premises consist of approximately one hundred fifteen (115) square-feet of surface area on the uppermost parking lot deck, eight (8) vertical feet of air space above the existing surface of the uppermost parking lot deck, and designated space within the interior of the walls of the building structure (the City Building) (collectively, the Premises), as shown on **Exhibit A** attached hereto and incorporated herein. The Premises is located within a certain Lessor-owned parcel of land and building known as 221 W. San Francisco Street located within the municipal boundaries of the City of Santa Fe, in the County of Santa Fe, State of New Mexico (the Property), whereon Lessor owns and maintains the City Building for municipal parking purposes (the Primary Use).

B. Lessee acknowledges that the Premises is necessary to serve the Primary Use and, that to the extent the City Building or any portion thereof is used by Lessee, such use is on a secondary basis only. Notwithstanding any other provision of this Lease Agreement, the operation of Lessee's Communications Facilities shall not disturb or interfere in any material respect with the Lessor's Primary Use of the Property.

In the event that Lessor requires the Premises for its own use, Lessor may require Lessee to relocate all or a part of its Communication Facilities to a mutually acceptable location on the Property. In such event Lessor shall notify Lessee in writing at least one hundred eighty (180) days prior to the date that Lessor requires use of the Premises and Lessee shall complete the relocation of its Communication Facilities within this period (the Relocation Period). If the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement in accordance with Section 16.D of this Lease Agreement.

2. EFFECTIVE DATE

This Lease Agreement shall become effective November 1, 2018 (the Effective Date).

3. PERMITTED USE

A. Permitted Use. At Lessee's sole cost and expense, Lessee may use the Premises for the placement of equipment related to the transmission and reception of wireless communications and uses appurtenant thereto (the Permitted Use). In furtherance of the Permitted Use, Lessee may construct, install, maintain, repair, and operate telecommunications equipment, cabinets, wireless communications antennas, cables, and accessories (each, a Communication Facility; collectively, Communications Facilities) on the Premises as shown on

Exhibit A. and perform such other acts as are reasonably necessary to carry out the Permitted Use. The Permitted Use shall also include the right to make any like-for-like replacements and repairs to the Communications Facilities without Lessor's consent but subject to advanced written notice to Lessor. However, in event of emergency, Lessee may proceed with such like- for-like replacements and repairs after making reasonable efforts to notify Lessor.

Any modifications to the Communications Facilities, other than like-for-like replacements and repairs, shall require the Lessor's prior written consent. For any such modifications, if Lessor fails to provide written notice of either consent or denial of consent within thirty (30) days' of Lessor's receipt of such written request, the request for the modifications shall be deemed granted but shall still require prior written notice to Lessor.

B. Construction and Installation of Communications Facilities. Lessee hall notify Lessor at least twenty (20) days prior to Lessee's intended commencement of the initial installation and construction of Lessee's Communications Facilities. Following Lessor's receiptof such notification, the Parties shall schedule and conduct a meeting in person (the Pre- Construction Meeting) to coordinate any and all site access, utilities, construction, or other issues related to the installation and construction of Lessee's Communications Facilities, including Lessee's proposed procedures to minimize disturbance to, and maximize protection of, the Property. The Pre-Construction Meeting shall be conducted at the Property no less than ten (10) days prior to the commencement of installation and construction. Lessee shall require that its contractor(s) attend the Pre-Construction Meeting. In no case shall initial installation and construction of Lessee's Communications Facilities commence until all installation and construction issues have been addressed to Lessor's satisfaction, including Lessor's approval of Lessee's installation and construction schedule.

C. Existing Telecommunication Equipment. Lessee has installed temporary telecommunication equipment on the Property prior to the Effective Date pursuant to a License Agreement between the Parties dated August 17, 2018 (City Item# 18-0934). Lessee may continue to maintain and utilize, at Lessee's sole cost and expense, any existing, Lessee-owned temporary telecommunication equipment located on the Property on the Effective Date during the initial installation and construction of Lessee's Communication Facility. Lessee shall, within fourteen (14) days of Lessee's Communication Facility being placed into service, remove all such temporary telecommunication equipment from the Property and return the Property to the condition that existed prior to the installation of the temporary telecommunication equipment.

4. ACCESS AND UTILITIES TO THE PREMISES

A. Access. Lessor grants to Lessee nonexclusive vehicular and pedestrian access for ingress and egress over Lessor's land, including, without limitation, the Property, to the Premises from W. San Francisco Street (the Access Route), as more particularly described and shown on **Exhibit A.** Lessor, at no expense to Lessee, may from time to time change the location of the Access Route upon ninety (90) days prior written notice to Lessee; provided, such relocation shall not interfere with Lessee's ability to access the Communications Facility with motor vehicles, including trucks.

B. Utilities. Lessor grants Lessee the right to install utilities to serve the Premises on and under the Property (the Utility Route), as more particularly described and shown on **Exhibit A.** Lessor may reasonably change the location of the Utility Route upon six (6) months prior written notice to Lessee of such new Utility Route and the costs of relocating Lessee's utility shall be borne by Lessee.

5. TERM

The initial term of this Lease Agreement is five (5) years from the Effective Date (the Initial Term). Thereafter, this Lease Agreement shall automatically renew for up to three (3) additional five (5) year renewal terms (each, a Renewal Term), unless Lessee pursuant to Section 21 below delivers to Lessor written notice of Lessee's intent not to automatically renew at least ninety (90) days before the end of the then current term. The Initial Term and any Renewal Terms are hereinafter referred to collectively as, the "Term".

6. RENT

A. Rent. Lessee shall pay Lessor a monthly rental fee of One Thousand Seven Hundred Dollars ($1,700) on or before the first day of each month (Rent). Rent shall commence on the Effective Date and shall be paid into Lessor's bank account via electronic funds transfer as directed by Lessor from time to time, provided that the Parties acknowledge and agree that the initial Rent payment may not be sent until sixty (60) days after the Effective Date.

B. Late Payment. The Parties agree that should Lessee fail to pay Rent on its due date or within three (3) days thereafter Lessor will suffer damages that are difficult to calculate. Therefore, the Parties agree that if Lessee fails to timely pay Rent as described herein, Lessee shall also pay Lessor in addition to the Rent due, liquidated damages equal to fifteen percent (15%) of the Rent due for the then current rental period. All payments received shall apply firstto any interest owed and then to any principal amount owed.

C. Rent Escalation. Upon each anniversary of the Effective Date, the Rent or Holdover Rent (as defined in Section 9 below, if applicable) shall automatically increase by two and one- half percent (2.5%) over the Rent or Holdover Rent in effect during the prior twelve-month period.

D. Lease Initiation Fee. Lessee shall pay Lessor a separate one-time fee of Five Thousand Dollars ($5,000) as additional compensation for Lessor's assent to enter into this Lease Agreement (the Lease Initiation Fee). The Lease Initiation Fee is not Rent, nor any offset to Rent or any other monies that may be owed by Lessor to Lessee, and shall be fully earned by Lessor on the Effective Date. The Lease Initiation Fee is non-refundable in whole or in part and shall be tendered to Lessor within sixty (60) days of the Effective Date.

7. MAINTENANCE

A. Lessee shall maintain its Communication Facilities so that their external appearance conforms to that which is shown in **Exhibit A**, subject to normal wear and tear and damage from the elements, and subject to Lessee's rights to repair and replace the Communications Facilities pursuant to Section 3.A above.

B. Lessee shall at all times keep and maintain the Premises in good condition, subject to normal wear and tear and damage from the elements.

C. Lessee shall, at its sole cost and expense, promptly repair all damage to the Premises, the Property, the Access Route and the Utility Route, to the extent caused by Lessee's: (i) construction, operation, maintenance, or other use of the Lessee's Communication Facilities; or (ii) negligence or willful misconduct. Lessor shall endeavor to promptly notify Lessee of any such damage after it becomes aware of the same.

D. Whenever Lessee has a duty hereunder to repair, Lessee shall restore the Premises, the Property, the Access Route and the Utility Route, to at least substantially the same condition as existed before such damage occurred, excepting normal wear and tear, or casualty not caused

by or attributable to Lessee or its agents, contractors and subcontractors, and other losses beyond Lessee's reasonable control.

E. Lessee shall bear all costs and expenses associated with repairs required herein to be performed or caused to be performed by Lessee.

F. Lessor covenants that it will keep the Property in good repair as necessary to support Lessee's Communications Facilities and as required by all federal, state and local laws.

8. UTILITIES

Lessee shall bear sole and full responsibility for all utilities related to its use of the Premises. Lessee, at its sole cost and expense, shall secure, install and maintain separately metered utilities from any public utility company for its uses at the Premises. Lessor grants Lessee's public utility companies the right to install below-ground utility lines along the Utility Route as shown on **Exhibit A.** Lessee shall exercise its rights hereunder so as not to disturb or disrupt any utilities installed to serve any other third party authorized by the City, whether by Lease Agreement or license or otherwise, rightfully on the Property as of the Effective Date of this Lease Agreement.

9. HOLDOVER & HOLDOVER RENT

A. Subject to Section 10.B, Lessee's right to possess the Premises, and to use the Access Route and the Utility Route, shall immediately terminate at the end of the final Renewal Term as described in Section 5 or upon termination of this Lease Agreement, unless the Parties are then currently negotiating in good faith to enter into a new Lease Agreement for the Premises.

B. If Lessee fails to remove its Communications Facilities and restore the Property and Premises to Lessor in accordance with Section 10.B, then this Lease Agreement shall continue in full force and effect (the Holdover Period) except that: (i) the Term shall then be month-to- month; and (ii) the Rent shall be automatically increased to one hundred fifty percent (150%) of the Rent due for the month immediately preceding such expiration or earlier termination (the Holdover Rent).

10. REMOVAL AND RESTORATION

A. All portions of the Lessee's Communication Facilities brought onto the Premises and the Property by Lessee constitute Lessee's personal property and Lessee may, in Lessee's sole discretion, remove any part of its Communications Facilities at any time during the Term or the removal period set forth herein in any way that does not damage the Premises, the Property, the Access Route or the Utility Route.

B. Notwithstanding anything in this Lease Agreement to the contrary, within ninety (90) days of the expiration or earlier termination of this Lease Agreement, Lessee shall remove all of its above-ground improvements and will, to the reasonable satisfaction of Lessor, restore the Premises to its condition as of the Effective Date of this Lease Agreement, excepting normal wear and tear or casualty damage not caused by or attributable to Lessee, its predecessors, or their agents, contractors or subcontractors. Lessee's restoration shall include the removal of all footings, foundations and concrete installed at the Premises to a depth of two (2) feet below grade.

C. All costs and expenses for the removal and restoration to be performed by Lessee under this Section shall be borne by Lessee, and Lessee shall hold Lessor harmless from any portion thereof. Should Lessee fail to complete the removal and restoration within the required time period, Lessor may complete such work and charge Lessee the reasonable cost thereof.

D. Notwithstanding the expiration or earlier termination of this Lease Agreement, Lessee shall continue to timely pay the then-current Rent or Holdover Rent (as applicable) until Lessee has completed all requirements of this Section 10 to the reasonable satisfaction of the Lessor.

11. INTERFERENCE

A. Lessee shall not cause harmful material interference with Lessor's equipment at the Property or with any of Lessor's radio communications where such communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. Further, Lessee shall not cause harmful interference with other lessee's radio communications that existing as of the date of Lessee's installation of its equipment where such lessee communications are operated within their respective frequencies, in accordance with all applicable laws and regulations. In the event that any of Lessee's equipment causes such interference in violation of this Section 11.A, and after Lessor has notified Lessee in writing of such interference, Lessee will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will Lessor be entitled to terminate this Lease Agreement during the period that Lessee is making a continuing good faith effort to remedy the interference. If Lessee, after having taken all commercially reasonable steps necessary to correct and eliminate the interference, is unable to permanently correct and eliminate the interference to the Lessor's reasonable satisfaction within ten (10) days after Lessee's receipt of written notice of such interference, Lessor may in its sole discretion terminate this Lease Agreement by delivering written notice of termination to Lessee.

B. Lessor will not use, nor will Lessor permit its employees, other lessees or licensees at the Property, or others under Lessor's control, to use any portion of the Property in a manner that causes harmful material interference to the Lessee's Communication Facilities, or which materially interferes with the rights of Lessee under this Lease Agreement. Lessor will use its reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of written notice of such interference from Lessee. If Lessor is unable to eliminate such interference then Lessee may terminate this Lease Agreement or exercise its rights in Section 11.C below.

C. The Parties acknowledge that there is no adequate remedy at law for noncompliance with the provisions of this Section 11 and therefore, either Party shall have the right, in addition to any other rights that it may have under the law or this Lease Agreement, to equitable remedies, including but not limited to injunctive relief and specific performance, in enforcing their rights under this Section 11.

12. INSURANCE

A. Lessee shall, and shall require each of Lessee's contractors and subcontractors who physically enter the Property to obtain and maintain substantially the same coverage as required of Lessee, at their sole cost and expense, procure and continue to maintain in force during the Term of this Lease Agreement and any Holdover Period with limits of coverage in the amount in which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property:

(i) Workers' Compensation Insurance (at statutory limits); and

(ii) Employer's Liability Insurance with minimum limits of One Million Dollars and No Cents ($1,000,000.00) each accident/disease/policy limit; and

(iii) Commercial General Liability Insurance (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million Dollars and No Cents ($2,000,000.00) per occurrence for bodily injury and property damage; and

(iv) "All-risk" property insurance insuring the Premises and its appurtenant personal property for full replacement costs.

B. All policies shall be written by an insurer with an A. M. Best rating of not less than A- (Excellent), Financial Size Category VII, and must be authorized to do business within the State of New Mexico. The general liability insurance coverage shall include the Lessor, Lessor's employees, volunteers, officers, and elected and appointed officials (collectively the Lessor's Releases) as additional insureds as their interest may appear under this Agreement. Lessee shall provide a certificate of insurance as written documentation of all required insurance coverages upon the Effective Date of this Lease Agreement and thereafter within fifteen (15) days of Lessor's written request for such documentation. Upon receipt of notice from its insurer(s) Lessee will provide Lessor thirty (30) days prior written notice of any cancellation.

C. Waiver of Subrogation. Lessee hereby grants to Lessor a waiver of any right to subrogation which any insurer of Lessee may acquire against Lessor by virtue of the payment of any loss under such insurance except for any workers' compensation claims. Lessee agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether Lessor has received a waiver of subrogation endorsement from the insurer.

13. **TAXES**

A. Lessee is solely responsible for and shall timely and fully pay any taxes, assessments, or charges that are assessed, levied, or otherwise imposed by law on the Lessee, on property owned by the Lessee, or on the Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. If the Lessor is subject to state or local gross receipts tax on the Rent, then the Lessee shall be responsible for such tax if the Lessor promptly invoices the Lessee for reimbursing the amount of such tax actually payable by Lessor; provided, however, that the Lessor shall not invoice the Lessee for such tax if the Lessee has provided the Lessor with an exemption certificate or other evidence, reasonably acceptable to the Lessor, that the Rent is not subject to such tax.

B. Lessor hereby notifies Lessee that the interest created by this Lease Agreement may be subject to property taxation and Lessee may be subject to the payment of a property/possessory interest tax levied on such interest. Lessee shall be solely responsible for the timely payment of such taxes, if any, and shall defend, indemnify and hold Lessor harmless from and against any and all claims or actions for payment (or nonpayment) of such taxes.

C. Notwithstanding this section, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee disputes in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed and provided that no lien shall attach to the Premises, the Property, the Access Route or the Utility Route.

D. Lessee shall have the right, at its sole option, cost and expense, to appeal, challenge or seek modification of any tax assessment or billing (Disputed Sums) for which Lessee is wholly or partly responsible for payment. Lessor, at Lessee's sole cost and expense, shall reasonably cooperate with Lessee in filing, prosecuting, and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal, or other similar document. In the event that an appeal or challenge by Lessee results in a reduction, credit or repayment received by the Lessor for any taxes previously paid

by Lessee and Lessor receives such reduction, credit, or repayment, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment as to Lessee's interest in the Premises, the Property, the Access Route or the Utility Route. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee. If Lessee exercises its right to appeal, challenge, or seek modification of the Disputed Sums and a bond or deposit required to be tendered to prosecute the appeal, then Lessee shall also be solely responsible to providing such bond or deposit.

14. **ASSIGNMENT & SUBLEASING**

A. Subleasing Prohibited. Lessee shall not sublet, license, or in any other way grant or continue to grant to any party any rights or permission to use any part of the Premises and/or Property or rights under this Lease Agreement.

B. Lessor's Permission Required to Assign. Lessee shall not assign or transfer to any party any rights to use any part of the Premises and/or Property or rights under this Lease Agreement, except as provided in Section 14.C below, with or without consideration, unless Lessee first obtains Lessor's prior written consent in each instance, which consent Lessor shall not unreasonably withhold.

C. Transactions not Deemed to be Assignments. Notwithstanding Section 14.B above, the Parties shall not deem any of the following to be an assignment pursuant to that section:

(i) any change of stock ownership, partnership interest, or complete control of Lessee; or

(ii) transfer upon partnership or corporate dissolution of Lessee; or

(iii) Lessee's entering into a site management agreement with a third party.

D. Conditions under which Lease Agreement may be Sold, Assigned, or Transferred. Lessor acknowledges and agrees that this Lease Agreement may in whole be sold, assigned or transferred by Lessee without any approval o consent of Lessor to:

(i) Lessee's principal or to any f the wholly-owned subsidiaries of its principal or any entity that controls, is controlled by, or is under common control with Lessee; or

(ii) any entity which acquires fi y percent (50%) or more of Lessee's assets in the market defined by the Federal Communicat ons Commission (FCC) in which the Premises is located by reason of a merger, acquisition or , ther business reorganization.

E. Inter-com an Roamin A ree ents. The Parties do not intend and shall not construe anything in this Section to prohibit or interfere with Lessee's use of the Premises under standard inter-company roaming agreements between Lessee and other third-party wireless service providers.

15. **DEFAULT & RIGHT TO CURE**

A. The Parties deem the following as a default by Lessee and a breach of this Lease Agreement:

(i) Lessee's failure to deliver Rent or Holdover Rent if such Rent or Holdover Rent remains unpaid for fifteen (15) calendar days after Lessee receives written notice thereof from Lessor; or

(ii) Lessee's nonperformance of any other term under this Lease Agreement if performance remains due for thirty (30) days after Lessee receives written notice from Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessee materially

commences to cure such default within the time periods specified above and attempts to cure to completion with reasonable diligence. Lessor shall excuse reasonable delays in Lessee's efforts to cure when a force outside the reasonable and actual control of Lessee causes a delay. Lessee will use its best efforts to notify Lessor of such delays in writing within five (5) working days after first becoming aware of the delay, the nature of the delay, and an estimated cure resumption date. During this period, the Lessee is still required to perform the duties under this Lease Agreement which it is able to perform, and only those duties which cannot be performed as required herein shall be tolled.

B. If Lessee remains in default beyond any applicable notice and cure periods, Lessor will have the right to exercise any and all rights and remedies available to it under law and equity, including the right to seek injunctive relief, and including without limitation the right:

(i) to cure Lessee's default and to charge the actual and reasonable costs of such cure to the Lessee; or

(ii) to declare this Lease Agreement terminated.

C. The Parties deem Lessor's nonperformance of any term under this Lease Agreement, except any nonperformance that impairs Lessee's access to the Premises, as a default by Lessor and a breach of this Lease Agreement if performance remains due for thirty (30) days after Lessee notifies Lessor of the nonperformance. With respect to any nonperformance that impairs Lessee's access to the Premises, Lessor shall be in default of this Lease Agreement if the performance remains due for ten (10) days after Lessee notifies Lessor of the nonperformance. No such default, however, will be deemed to exist when Lessor materially commences to cure such default within the time periods specified above and prosecutes efforts to cure to completion with reasonable diligence. Lessee shall excuse reasonable delays in efforts to cure when a force outside the reasonable control of Lessor causes such delay. If Lessor remains in default beyond any applicable cure period, Lessee will have the right to exercise any and all rights and remedies available to it under law and equity, including without limitation the right to cure Lessor's default and to charge the reasonable costs of such cure to the Lessor, the right to seek injunctive relief, or to declare this Lease Agreement terminated.

16. TERMINATION

A. Termination by Lessee. Lessee may terminate this Lease Agreement:

(i) upon thirty (30) days written notice to Lessor if, prior to Lessee's initial installation of the Communication Facilities, Lessee either: (a) obtains unacceptable results of any tests, or (b) determines that the Premises is inappropriate or unnecessary for Lessee's business; or

(ii) upon thirty (30) days written notice to Lessor if any government permit authority denies or revokes any government approvals or permit (including, without limitation, an FCC license) necessary for the installation and/or operation of the Communications Facilities or the operation of Lessee's business after Lessee has used its commercially reasonable efforts to obtain such approvals or permits; or

(iii) upon thirty (30) days written notice to Lessor if Lessor materially breaches any material term under the Lease Agreement beyond all applicable cure periods; or

(iv) for any or no reason upon one hundred eighty (180) days written notice to Lessor.

B. Early Termination Fee. Should Lessee terminate this Lease Agreement pursuant to Section 16.A(iv), then Lessee shall accompany its notice of termination with an "Early Termination Fee" equal to the unpaid remainder of Rent for the then current five-year Term.

Such Early Termination Fee shall not be considered as Rent or any offset to Rent. No Early Termination Fee shall apply if this Lease Agreement is terminated during a Holdover Term or terminated for Lessor's uncured breach of this Lease Agreement beyond all cure periods.

C. Termination by Lessor. Lessor may terminate this Lease Agreement if:

(i) Lessee fails to cure any monetary breach of this Lease Agreement after applicable notice and cure periods as set forth herein; or

(ii) Lessee fails to remedy harmful interference with Lessor's equipment pursuant to Section 11.A of this Lease Agreement; or

(iii) Lessee materially breaches any material term under the Lease Agreement beyond all applicable notice and cure periods.

D. Termination by Either Party. Pursuant to Section 1.B of this Lease Agreement, if the Parties are unable to agree on a mutually acceptable relocation site during the first sixty (60) days of the Relocation Period, then either Party may terminate this Lease Agreement by delivering written notice of such termination to the other Party and this Lease Agreement shall terminate thirty (30) days after receipt of such notice.

E. Upon termination of this Lease Agreement, Lessee shall comply with the removal and restoration provisions herein.

17. **CONDEMNATION**

In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will promptly provide notice of the proceeding to Lessee. If a condemning authority takes all of the Premises, or a portion thereof, sufficient in Lessee's reasonable determination to render the Premises unsuitable for Lessee's Communication Facilities, Lessee may termination this Lease Agreement by delivering written notice of such termination to Lessor, effective (at the latest) as of the date the title vests in the condemning authority. The Parties will each be entitled to make their own condemnation claims in connection with their interests in the Premises.

18. **CASUALTY**

A. Notice of Material Casualty. Each Party hereto will endeavor to provide written notice to the other of any material casualty affecting the Premises, the Property, the Access Route or the Utility Route, within two (2) business days of the Party's awareness of the casualty.

B. Termination due to Casualty. If any part of the Communication Facilities or Premises is damaged by fire or other casualty not caused by or attributable to Lessee or its agents or contractors or subcontractors so as to render the entire Premises, or any substantial portion thereof, unsuitable for Lessee's use, in Lessee's reasonable determination, then Lessee may terminate this Lease Agreement by providing written notice to the Lessor. Such termination will be effective as of the date of such written notice. Notwithstanding such termination, Lessee shall continue to pay the appropriate Rent or Holdover Rent (if applicable) and any monies due to Lessor until all of the removal and restoration requirements herein are performed by Lessee.

19. **WARRANTIES**

The Parties warrant as follows:

A. Compliance with Laws. Each Party's execution and performance of this Lease Agreement complies with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Lease Agreement; and

B. Encumbrances. Lessee shall not permit the Premises or any portion thereof to be encumbered by liens, restrictions, mortgages, covenants, conditions, or easements. Lessee will not enter into any agreements of record or not of record that would adversely affect Lessor's ownership and use and enjoyment of the Premises, the Property, the Access Route or the Utility Route, except as specifically provided for pursuant to this Lease Agreement.

20. ENVIRONMENTAL

A. Environmental and Industrial Hygiene Laws. Lessor and Lessee agree that each will be responsible for its own compliance with any and all environmental and industrial hygiene laws related to that Party's activity conducted in or on the Premises, the Property, the Access Route or the Utility Route. This includes any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect.

B. Lessor and Lessee agree to hold harmless and indemnify the other from, at the sole expense and responsibility of the indemnifying Party for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding to the extent the same arises out of:

(i) the indemnifying Party's failure to comply with any environmental or industrial hygiene law, as set forth above; or

(ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Premises, the Property, the Access Route or the Utility Route, to the extent caused by the activities conducted by the indemnifying Party thereon, except to the extent the environmental conditions are caused by the other Party.

C. The indemnifications of this Section 20 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. Notwithstanding the foregoing or any other provision herein, (i) Lessee shall not be liable for or responsible for addressing environmental conditions arising out of petroleum or other hazardous substances that existed on the Premises, Property, Access Route, or Utility Route before the date of this Lease Agreement, or that otherwise do not result from the activities of Lessee; (ii) the provisions of this Section will also survive the expiration or termination of this Lease Agreement.

21. NOTICES

All notices and demands in regards to this Lease Agreement must be given by first class certified or registered mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, courier fee prepaid. All such properly sent notices and demands shall be effective when received, rejected or refused by the recipient. Notices will be addressed to the Parties as follows:

To Lessor
City of Santa Fe
Attn: City Manager
200 Lincoln Avenue,
Santa Fe, New Mexico 87501

with a copy to Lessor's legal counsel:
City of Santa Fe
Attn: City Attorney's Office
200 Lincoln Avenue
Santa Fe, New Mexico 87501

To Lessee
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attention: Network Real Estate

Either Party may change its notice addresses in this Section written notice to the other Party. Any copy of a notice or demand to a Party's legal counsel does not constitute legal notice to that Party.

22. **WAIVER OF LIENS**

Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

23. **BANKRUPTCY**

A. The Lessor and the Lessee hereby expressly agree and acknowledge that it is the intention of both Parties that in the event that during the term of this Lease Agreement if Lessee shall become a debtor in any voluntary or involuntary bankruptcy proceeding (a Proceeding) under the United States Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.* (the Code), this Lease Agreement is and shall be treated for all purposes and considered for all intents as an "unexpired lease of nonresidential real property," and the Rent is and shall be treated for all purposes and considered for all intents as "rent" under Section 365 of the Code, 11 U.S.C. § 365 (as may be amended), and, accordingly, shall be subject to the provisions of subsections (d)(3) and (d)(4) of said Section 365 (as may be amended).

B. Any person or entity, to which this Lease Agreement is assigned pursuant to the provisions of the Code, shall be deemed without further act to have assumed all of the obligations of Lessee arising under this Lease Agreement both before and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Lessor an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Lessor, shall be the exclusive property of Lessor, and shall not constitute property of the Lessee or of the estate of Lessee within the meaning of the Bankruptcy Code. Any monies or other considerations constituting Lessor's property under the preceding sentence not paid or delivered to Lessor shall be held in trust for the benefit of Lessor and be promptly paid to Lessor.

24. **TECHNICAL STANDARDS**

Lessee agrees that the physical installation and operation of its Communication Facilities shall comply with all applicable governmental laws and regulations, including without limitation all applicable FCC rules and regulations.

25. **MEMORANDUM OF LEASE**

Lessee or Lessor may record a "Memorandum of Lease" in the Office of the Santa Fe County Clerk. If either Party records a Memorandum of Lease, Rent or Holdover Rent shall continue until Lessee at its sole cost and expense has properly recorded in the Office of the Santa

Fe County Clerk a full and unconditional reconveyance of the Memorandum of Lease in favor of Lessor.

26. SUBMISSION OF AGREEMENT

The submission of this Lease Agreement for examination does not constitute an offer to lease the Premises and this Lease Agreement becomes effective only upon the full execution by the Parties.

27. EXHIBITS

All exhibits referenced in this Lease Agreement and attached hereto are made a part hereof and reincorporated herein by reference. In the event of a conflict between the terms and conditions of this Lease Agreement and those of any exhibits attached hereto, the words of this Lease Agreement shall prevail. All Lessor-approved exhibits attached hereto shall be initialed by an authorized person acting on behalf of the Lessor. No substitution of any subsequent exhibit to this Lease Agreement will be allowed unless any subsequent exhibit is first initialed by a Lessor-authorized person.

28. TIME OF ESSENCE

Time is of the essence in regard to this Lease Agreement and all provisions herein.

29. DISCLOSURE

Lessee acknowledges that Lessor is a public entity under the laws of the State of New Mexico. Furthermore, the Parties acknowledge that this Lease Agreement constitutes a public record pursuant to the State of New Mexico Inspection of Public Records Act (NMSA 1978, Charter 14, Article 2 et seq.) (the Act), that no exemption to Section 14-2-1 exists that would bar disclosure of this public record, and that Lessor must publically disclose pursuant to the Act or pursuant to any other law, regulation, or court order that may require Lessor to disclose this Lease Agreement.

30. LEASE GRANT A PROPRIETARY FUNCTION

A. The Parties hereto agree that the Lessor's grant of this lease to Lessee is solely a proprietary function as the owner of the Premises, the Property, the Access Route and the Utility Route, and is not in Lessor's capacity to grant approval for any action as a government zoning authority.

B. Lessee is solely responsible for complying with the City of Santa Fe Municipal Code and for payment of all governmental fees.

C. Lessor disclaims any and all warranties, guarantees, and assurances, actual or implied that the Lessee will be granted any or all licenses, zoning authorizations, or permits necessary to construct, modify or operate the Communications Facilities at the Premises.

31. INDEMNIFICATION AND HOLD HARMLESS

A. Duty. Lessee shall indemnify, defend, and hold harmless Lessor, its elected officials, officers, agents, employees, consultants and volunteers against any claim of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of Lessee, its directors, officers, employees, contractors or agents. To the fullest extent permitted by law, Lessee agrees to defend, pay on behalf of, indemnify, and hold harmless Lessor, its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor against any and all claims, demands, suits or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered

including those for bodily injury, death, or property damage or loss of use of property, to the extent they arise out of Lessee's breach of this Lease Agreement. In no event shall such indemnification obligations under this Lease Agreement include any such claims or damages that are due to or caused by the negligence or willful misconduct of Lessor, or it's elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

Circumstances under which Lessor will not be held liable include, but are not limited to:

(i) any work or act done in, on or about the Premises, the Property, the Access Route or the Utility Route, or any part thereof at the direction of Lessee, its agents, contractors, subcontractors, servants, employees, licensees or invitees on behalf of Lessee, including but not limited to the installation, use, maintenance, repair or removal of the Communication Facilities, except to the extent such work or act is done or performed by Lessor or its agents or employees, contractors, volunteers, officers or officials; and

(ii) any negligence or other willful misconduct on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees; and

(iii) any accident, injury or damage caused by or attributable to Lessee or its agents, contractors, subcontractors, servants, employees, sub-tenants, licensees or invitees to any person or property occurring at the Property or any part thereof, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, volunteers, officers or officials; and

(iv) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Agreement on its partto be performed or complied with; and

(v) Any failure of Lessee to comply with applicable local, state or federal laws.

B. Assumption of Risk. Lessee undertakes and assumes all risk of all conditions for its directors, officers, employees, contractors, subcontractors, affiliates, and agents (collectively, "Lessee" for the purpose of this Section), if any, on or about the Premises. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any claim asserted or liability imposed upon Lessor, its officers, agents, employees, and consultants for personal injury or property damage to any person to the extent arising out of Lessee's installation, operation, maintenance, or use of the Premises or Lessee's failure to comply with any federal, state, or local statute, ordinance, or regulation. In no event shall such indemnification obligation apply to the extent such injury or damage arises from the negligence or willful misconduct of Lessor, or its elected and appointed officials, employees, agents, volunteers and other person working on behalf of Lessor.

C. Defense of Lessor. In the event that any action or proceeding shall be brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement, Lessee shall, upon notice from Lessor, at Lessee's sole cost and expense, resist and defend the same action or proceeding with legal counsel selected by Lessee.

D. Notice, Participation, and Expenses. Lessor shall promptly notify Lessee of any action or proceeding brought against Lessor in connection with any matter for which Lessee indemnifies Lessor under this Lease Agreement. Nothing in this Lease Agreement shall limit or prohibit Lessor or its own counsel from participating in the defense of any such action or proceeding if Lessee fails to respond in a timely manner or to indemnify Lessor in accordance

with this Lease Agreement. In such event, Lessee shall pay all reasonable expenses incurred by Lessor to respond to such action or proceeding, which shall include all reasonable out-of-pocket expenses such as attorney's fees and the reasonable value of services rendered by the City of Santa Fe and its special counsel. Notwithstanding the foregoing, if Lessor's participation is required by Lessee to fulfill its indemnification obligation, Lessee shall pay all reasonable expenses incurred by Lessor's participation, including all reasonable out-of-pocket expenses for Lessor's employees, expert witnesses, disbursements and liabilities assumed by Lessor in connection with such actions or proceedings.

E. Limitation of Liability. Lessor shall not be liable to Lessee or any of its respective agents, representatives, or employees or any other person or entity under theory of contract, tort, negligence, strictly liability or any other theory for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, interruption or loss of use of service, or any other such potential liability even if advised of the possibility of such damages.

32. **MISCELLANEOUS**

A. Brokers. Either Party hereto that is represented in this transaction by a broker, agent or commission salesperson (a Representative) shall be fully and exclusively responsible for the payment of any fee, commission or other compensation owing to such Representative. Lessee and Lessor shall indemnify and hold each other harmless from and against any claim to a fee, commission, or other compensation asserted by such Representative, including reasonable attorneys' fees and costs incurred in defending such claim.

B. Descriptive Headings Only. The bold section titles and subtitles are for convenience only and have no legal or contractual effect in this Lease Agreement.

C. Survival. Terms and conditions of this Lease Agreement which by their sense and context survive the termination, cancellation or expiration of this Lease Agreement will so survive, whether or not specifically required in any Section or provision of this Lease Agreement.

D. No Personal Liability. No employees, officers, elected or appointed officials, volunteers, and contractors of the Lessor or Lessee shall be personally liable for any default or liability under this Lease Agreement.

E. Nondiscrimination. Lessee shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals applicable to Lessee's performance of this Lease Agreement, including without limitation laws requiring licensing and non-discrimination in employment because of race, creed, color, sex, age, marital status, physical or mental disability, national origin or other prohibited bases.

F. Choice of Laws and Venue. This Lease Agreement shall be construed in accordance with the laws of the State of New Mexico without regard to conflicts of laws. Venue for any action or claim arising out of or connected with this Lease Agreement shall reside exclusively in the State of New Mexico First Judicial District Court (the Court). All Parties to this Lease Agreement agree to be subject to the jurisdiction of the Court, and waive all claims whatsoever that would defeat the jurisdiction of the Court to hear and adjudicate any claim arising out of or connected with this Lease Agreement.

G. Attorney's Fees. The prevailing Party in any final or non-appealed court decision on the merits of the case arising from litigation hereunder may be entitled to its reasonable attorneys' fees and costs, including reasonable witness and associated fees, if awarded in the sole discretion of the Court. With respect to any provision in this Lease Agreement providing for payment or indemnification of attorneys' fees, such fees shall be deemed to include reasonable fees incurred through any applicable appeal process and shall include but not be limited to fees attributable to legal services provided by any in-house counsel to the prevailing or indemnified Party. For all purposes hereof, the services of attorneys shall be valued at the average hourly rate for independent legal counsel prevailing in the City of Santa Fe, New Mexico at the time the Court elects to make such an award.

H. Modifications. This Lease Agreement cannot be amended, modified, or revised unless done so in writing and signed by authorized agents of the Parties.

I. No Waivers. No provision may be waived except in a writing signed by both Parties. The waiver by either Party hereto of any breach of any term or provision of this Lease Agreement shall not be construed as a waiver of any subsequent breach.

J. Integration. This Lease Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. This Lease Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the Parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Lease Agreement.

K. Estoppel. Each Party agrees to furnish to the other such truthful estoppel information as the other may reasonably request within thirty (30) days of receipt of each such request.

L. Successors. This Lease Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

M. Payment of Sums during Breach. The receipt of any sum paid by Lessee to Lessor after a breach of this Lease Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing by Lessor.

N. Interpretation. The Parties acknowledge and agree that each of the Parties has been represented by legal counsel or has had full opportunity to consult with legal counsel and that each of the Parties has participated in the negotiation and drafting of this Lease Agreement. Accordingly, except as provided herein, it is the intention and agreement of the Parties that the language, terms and conditions of this Lease Agreement are not to be construed in any way against or in favor of any Party hereto by reason of the roles and responsibilities of the Parties or their counsel in connection with the preparation of this Lease Agreement.

0. 47 U.S.C. § 1455(a) Inapplicable to this Lease Agreement. The Parties acknowledge and agree that Lessor grants this Lease Agreement in its proprietary capacity as land owner of the Premises, the Property, the Access Route and the Utility Route. The Parties further acknowledge and agree that the provisions of 47 U.S.C. § 1455(a) [Section 6409(a) of the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. 112-96, H.R. 3630, 126 Stat. 156 (enacted Feb. 22, 2012)] are completely inapplicable to this Lease Agreement.

P. "As Is" Condition. Except as otherwise expressly stated herein, Lessee is leasing the Premises "AS IS" and Lessor does not represent that the Premises is suitable for Lessee's intended use or any particular use or purpose. Lessee is solely responsible to undertake or forego

such due diligence necessary to determine the condition and suitability of the Premises and Property.

Q. No Partnership. This Lease Agreement shall not be construed to establish any form of partnership or joint venture between the parties.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be effective as of the Effective Date specified herein.

LESSOR:
CITY OF SANTA FE

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

MARY T. McCOY, FINANCE DIRECTOR

BUS.UNIT/LINE ITEM: 51150.460350

LESSEE:
VERIZON WIRELESS (VAW) LLC
d/b/a VERIZON WIRELESS

Desiree Jackbir, DIRECTOR
NETWORK - FIELD ENGINEERING

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 4 day of OCTOBER 2018, by ~~Clifton Carey, Executive~~ Desiree Jackbir, Director – Network Field Engineering, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, a Delaware corporation.

NOTARY PUBLIC

My Commission Expires: 06/01/2021
(SEAL)

Notary Public State of Arizona
Maricopa County
Bryan Rudd
My Commission Expires 06/01/2021

48973793.1

EXHIBIT A

[SEE ATTACHED SHEETS]

verizon

NM4 - SAN FRANCISCO
VZW PROJECT #: 20181747221
ASSESSOR'S PARCEL NO. 993-05-471
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
SANTA FE COUNTY
EXISTING 30'-0" BUILDING
OVERALL HEIGHT: 30'-0" A.G.L.
NSB

ENGINEERING

2012 INTERNATIONAL BUILDING CODE OR LATEST EDITION
2014 NATIONAL ELECTRICAL CODE
TIA-222-G OR LATEST EDITION

GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT FOR DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF INSTALLATION AND OPERATION OF ANTENNAS AND ASSOCIATED EQUIPMENT FOR SENDING AND RECEIVING TELECOMMUNICATIONS NETWORK. THE SCOPE WILL CONSIST OF THE FOLLOWING:

ROOFTOP MOUNT:
- PROPOSED (3) PANEL ANTENNAS
- PROPOSED (6) REMOTE RADIO HEADS (RRHs)
- PROPOSED (3) DUP UNITS
- PROPOSED (2) HYBRID FLEX CABLES
- PROPOSED (6) BALUNS

GROUND MOUNT:
- PROPOSED (2) DUP UNITS
- PROPOSED (1) EXTENSION CABINET
- PROPOSED (1) BB/RRUS, 2900/PRIMARY
- PROPOSED (1) 6160
- PROPOSED (1) TALLED CABINET
- PROPOSED (1) POWER DISTRIBUTION BOX/PANEL
- PROPOSED (2) H-FRAME

SITE INFORMATION

PROPERTY OWNER:	CITY OF SANTA FE
ADDRESS:	200 LINCOLN AVE. SANTA FE, NM 87504-1628
BUILDING OWNER:	CITY OF SANTA FE
SITE CONTACT:	JAYSON HARDMAN (505) 660-5515
LATITUDE (NAD 83):	35° 41' 15.04" N
LONGITUDE (NAD 83):	105° 56' 19.57" W
GROUND ELEVATION:	6413.3 FEET AMSL
JURISDICTION:	CITY OF SANTA FE
ZONING:	TYPE 3 – RESIDENTIAL DWELLING/PUBLIC (R3/PUB)
PARCEL #:	993-05-471
COUNTY:	SANTA FE
OCCUPANCY GROUP:	U
CONSTRUCTION TYPE:	V-B
POWER COMPANY:	TBD
TELEPHONE COMPANY:	–

PROJECT TEAM

PROJECT MANAGER
JAYSON HARDMAN
WEST ELEMENT, LLC
ALBUQUERQUE, NM 87111
(505) 660-5515

ENGINEER
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVE, SUITE 220
LAS VEGAS, NV 89123
CONTACT: VICTOR HUNCOVSKY
PHONE: (913) 458-4529
hunkovskyv@bv.com

SITE ACQUISITION/ZONING
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVE, SUITE 220
LAS VEGAS, NV 89123
CONTACT: JAMY ADDAZIO
PHONE: (913) 458-6771
EMAIL: AddazioJM@bv.com

LOCATION MAPS

VICINITY MAP



LOCAL MAP



NO SCALE

DRIVING DIRECTIONS

1) HEAD NORTH ON ELIGNACIO MARTINEZ NORTHEAST, GO 0.2 MI. 2) TURN LEFT ONTO OPEN ROAD NORTHEAST, GO 1.0 MI. 3) TURN RIGHT ONTO OLD AGUA SHELDONE NORTH EAST, GO 0.3 MI. 4) TURN RIGHT ONTO PAN AMERICAN FREEWAY, GO 0.1 MI. 5) KEEP LEFT ONTO I-25 NORTH ENTRY, GO 0.1 MI. 6) MERGE ONTO I-25 NORTH, GO 39 MI. 7) TAKE EXIT 282A FOR LA-285 NORTH/US-84 NORTH, GO 0.3 MI. 8) CONTINUE ON US-285 NORTH/US-84 NORTH, GO 2.7 MI. 9) TURN RIGHT ONTO CERRILLOS ROAD, GO 0.8 MI. 10) KEEP LEFT ONTO SANDERS, GO 0.2 MI. 11) TURN RIGHT ONTO WEST SAN FRANCISCO STREET, GO 0.1 MI. 12) SITE WILL BE ON THE RIGHT.

ISSUED FOR PERMIT
NOT TO BE USED FOR CONSTRUCTION

APPROVALS

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DRAWINGS AND AUTHORIZE THE SUBCONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY REQUIRE CHANGES OR MODIFICATIONS.

VERIZON PM: _____ DATE: _____
SITE ACQ MANAGER: _____ DATE: _____
PROPERTY OWNER: _____ DATE: _____

DRAWING INDEX

SHEET NO	SHEET TITLE	REV
T1	INDEX SHEET	0
GN1	LEGEND & ABBREVIATIONS	0
GN2	GENERAL CONSTRUCTION NOTES	0
GN3	GENERAL ELECTRICAL NOTES	0
C1	SITE PLAN	0
C2	ENLARGED SITE PLAN	0
C3	ELEVATIONS	0
C4	PROPOSED ANTENNA LAYOUT & SCHEDULE	0
C5	EQUIPMENT DETAILS	0
C6	EQUIPMENT DETAILS	0
C7	ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT	0
C8	ELECTRICAL 1LT SHT-LINE & SCHEDULE	0
C9	ELECTRICAL SLD SHT-LINE & SCHEDULE	0
C10	GROUNDING SHT-LINE & PLANS	0
C11	GROUNDING DETAILS	0

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS & EXISTING DIMENSIONS & CONDITIONS ON THE JOB SITE & SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

UNDERGROUND SERVICE ALERT
UTILITIES PROTECTION CENTER, INC.
811

verizon

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8400 E. LINCOLN AVENUE, SUITE 220
LAS VEGAS, NV 89123

PROJECT NO:	167054
DRAWN BY:	PSU
CHECKED BY:	MB

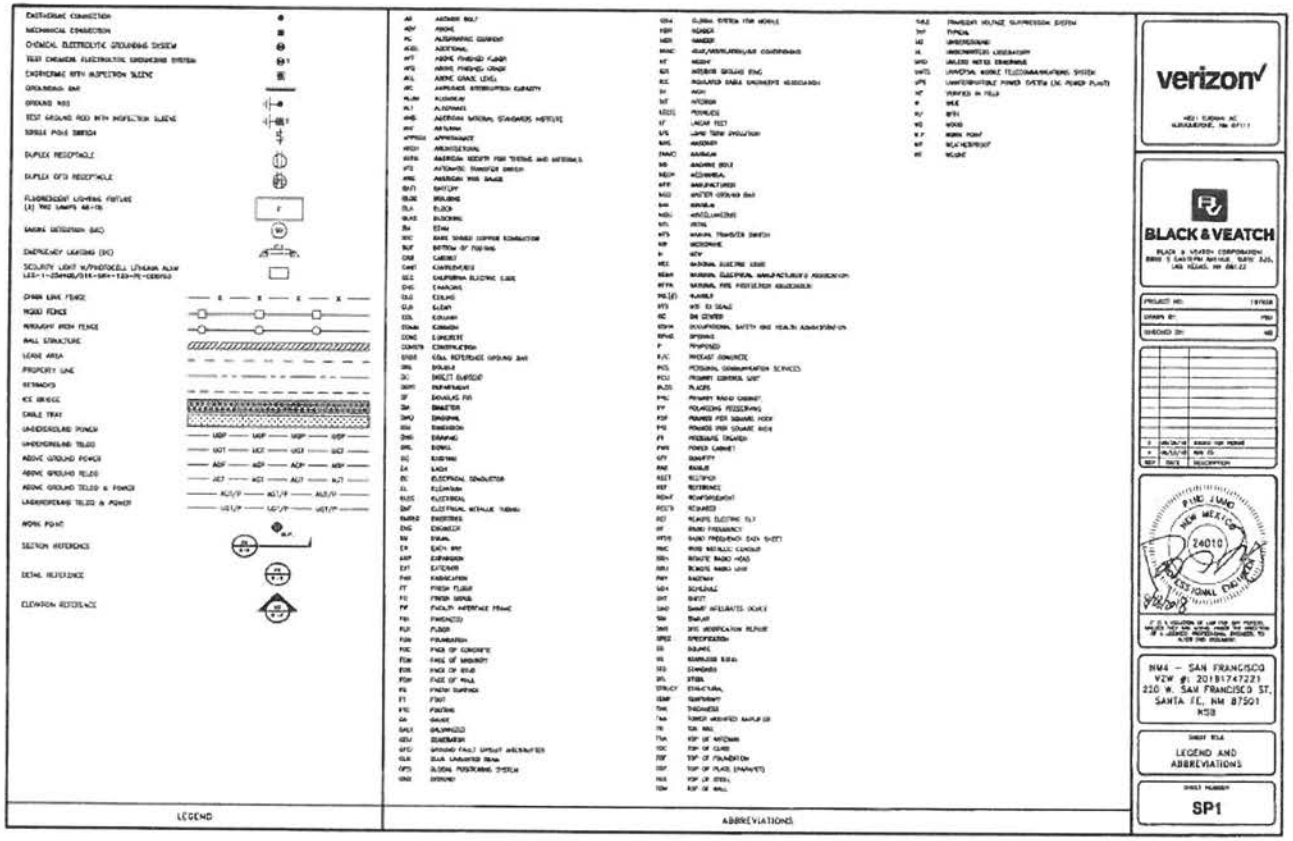
NO	DATE	DESCRIPTION
A	10/24/18	ISSUED FOR REVIEW
B	11/26/18	ADD CD

NEW MEXICO 24010 PROFESSIONAL ENGINEER

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
INDEX SHEET

SHEET NUMBER
T1


LEGEND
ABBREVIATIONS
verizon
BLACK & VEATCH
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB
LEGEND AND ABBREVIATIONS
SP1

GENERAL CONSTRUCTION NOTES

GENERAL CONSTRUCTION

1. FOR THE PURPOSE OF CONSTRUCTION DRAWINGS, THE FOLLOWING DEFINITIONS SHALL APPLY:
   GENERAL CONTRACTOR = OVERLAND CONTRACTING INC. (OCI)
   CONTRACTOR, CONSTRUCTION)
   OWNER = VERIZON
2. ALL SITE WORK SHALL BE COMPLETED AS INDICATED ON THE DRAWINGS AND VERIZON PROJECT SPECIFICATIONS.
3. GENERAL CONTRACTOR SHALL VISIT THE SITE AND SHALL FAMILIARIZE HIMSELF WITH ALL CONDITIONS AFFECTING THE PROPOSED WORK AND SHALL MAKE PROVISIONS. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR TRANSPORTING LIQUIDLY WITH ALL CONTRACT REQUIREMENTS, FIELD CONDITIONS, DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING. ANY DISCREPANCIES MUST BE RESOLVED TO THE SATISFACTION OF THE ENGINEER PRIOR TO THE COMMENCEMENT OF WORK.
4. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. GENERAL CONTRACTOR SHALL OBTAIN ALL APPROPRIATE PERMITS AND COMPLY WITH ALL STATE ORDINANCES, RULES, REGULATIONS, AND SAFETY ORDERS OF ANY PUBLIC AUTHORITY TRANSACTING THE PERFORMANCE OF WORK.
5. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE SUBCODES AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES, AND APPLICABLE REGULATIONS.
6. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
7. PLANS ARE NOT TO BE SCALED. THOSE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY. UNLESS OTHERWISE NOTED, DIMENSIONS GIVEN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. STRUCTURAL MEMBERS, EQUIPMENT OR BAR MINIMUM REQUIRED CLEARANCE, DIMENSIONS, IF IT IS CRITICAL TO FIELD VERIFY DIMENSIONS, SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A CLARIFICATION FROM THE OWNER PRIOR TO PROCEEDING WITH THE WORK. ANY CHANGES MADE TO THE CONTRACT DOCUMENTS WITHOUT THE KNOWLEDGE AND CONSENT OF THE OWNER AND ENGINEER SHALL BE REQUIRED TO BE CORRECTED TO CONFORM WITH SUCH SPECIFICATIONS, SHALL BE INCLUDED AS PART OF WORK AND PERFORMED BY THE ENGINEER PRIOR TO PROCEEDING WITH WORK.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL OF THE OWNER PRIOR TO PURCHASING.
10. GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS AND THE LOCAL JURISDICTION.
11. GENERAL CONTRACTOR SHALL COORDINATE WORK AND SCHEDULE WORK ACTIVITIES WITH OTHER DISCIPLINES.
12. ERECTION SHALL BE DONE BY A RESPONSIBLE MEMBER OF COMPETENT EXPERIENCED WORKMEN IN ACCORDANCE WITH APPLICABLE CODES AND THE BEST ACCEPTED PRACTICE. ALL MEMBERS SHALL BE LAID PLUMB AND TRUE AS INDICATED ON THE DRAWINGS.
13. ALL PENETRATIONS THROUGH FIRE RATED AREAS WITH UL LISTED MATERIALS APPROVED BY LOCAL JURISDICTION CONTRACTOR SHALL KEEP AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DEBRIS.
14. WORK PERIODICALLY COMPLETED IS REPRESENTED BY UNIT SYMBOLS LINES AND NOTES. THE SCOPE OF WORK FOR THIS PROJECT IS REPRESENTED BY UNIT SYMBOLS LINES AND NOTES. CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR OF ANY EXISTING CONDITIONS THAT VARIES FROM THE DRAWINGS PRIOR TO BEGINNING CONSTRUCTION.
15. CONTRACTOR SHALL PROVIDE WRITTEN NOTICE TO THE CONSTRUCTION MANAGER 48 HOURS PRIOR TO COMMENCEMENT OF WORK.
16. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENT, CURBS, LANDSCAPING AND STRUCTURES NOT SCHEDULED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER.
17. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES PRIOR TO THE START OF CONSTRUCTION.
18. GENERAL CONTRACTOR SHALL COORDINATE AND MAINTAIN ACCESS FOR ALL TRADES AND CONTRACTORS TO THE SITE AND/OR BUILDING.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF THE SITE FOR THE DURATION OF CONSTRUCTION LEASE AND COMPLETION.
20. THE GENERAL CONTRACTOR SHALL MAINTAIN IN GOOD CONDITION ONE COMPLETE SET OF PLANS WITH ALL REVISIONS, ADDENDA, AND CHANGE ORDERS ON THE PREMISES AT ALL TIMES.
21. THE GENERAL CONTRACTOR SHALL PROVIDE PORTABLE FIRE EXTINGUISHERS WITH A RATING OF ACE LESS THAN 2-A OR 1-A-10-BC AND SHALL BE WITHIN 25 FEET OF TRAVEL DISTANCE TO ALL PORTIONS OF WHERE THE WORK IS BEING COMPLETED DURING CONSTRUCTION.
22. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY THE ENGINEER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING HOLES AROUND OR NEAR BURIED, ENERGIZED SHALL PROVIDE SAFETY TRAINING FOR ALL WORKING CREW. THIS SHALL INCLUDE BUT NOT BE LIMITED TO ALL FALL PROTECTION, TO CONFINED SPACE, TO ELECTRICAL SAFETY, AND TO TRENCHING & EXCAVATION.
23. ALL EXISTING MACHINE SCREW, METAL, BOLTS, ELECTRIC, AND OTHER UTILITIES, WHICH NECESSITATE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED, CAPPED, PLUGGED OR OTHERWISE DISCONNECTED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, AS DIRECTED BY THE RESPONSIBLE ENGINEERS, AND SUBJECT TO THE APPROVAL OF THE OWNER AND/OR LOCAL UTILITIES.
24. THE AREAS OF THE OWNER'S PROPERTY DISTURBED BY THE WORK AND ANY CONCRETE OR THE TENNIS COURTSIDE OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND SEEDED/SOD TO PREVENT EROSION.
25. CONTRACTOR SHALL MAINTAIN DRAWINGS TO THE EXISTING SITE DURING CONSTRUCTION. CHANGES/CONFLICTS ENCOUNTERED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH THE FEDERAL AND LOCAL JURISDICTION FOR EMERGENCY AND WORKMAN CONTROL.
26. NO TOXIC OR HAZARDOUS MATERIAL SHALL BE PLACED ON FROZEN GROUNDING. FROZEN MATERIALS SUCH AS ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
27. THE CONTRACTOR SHALL BE RESPONSIBLE TO A MINIMUM WORKING DEPTH AND COMPACTED TO 95 PERCENT STANDARD PROCTOR DENSITY UNDER PAVEMENT AND STRUCTURES AND 85 PERCENT STANDARD PROCTOR DENSITY IN OPEN SPACE. ALL TRENCHES IN PUBLIC RIGHT OF WAY SHALL BE BACKFILLED WITH FLOWABLE FILL OR OTHER MATERIAL PRE-APPROVED BY THE LOCAL JURISDICTION.
28. ALL ACCESSORY MATERIAL (STRAPS, BOLTING, STAINS, STENCILS, AND OTHER) REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A LAWFUL MANNER.
29. ALL SPECIFICATIONS, OPERATIONS AND MAINTENANCE MANUALS, CATALOGS, SHOP DRAWINGS, AND OTHER DOCUMENTS SHALL BE TURNED OVER TO THE GENERAL CONTRACTOR AT COMPLETION OF CONSTRUCTION AND PRIOR TO PAYMENT.
30. CONTRACTOR SHALL SUBMIT A COMPLETE SET OF AS-BUILT PRINTS/FILES TO THE GENERAL CONTRACTOR UPON COMPLETION OF PROJECT AND PRIOR TO FINAL PAYMENT.
31. CONSTRUCTION SHALL LOOK FINISHED IN A CLEAN CONDITION.
32. THE PROPOSED FACILITY WILL BE UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SEWER SERVICE, AND IS NOT FOR HUMAN HABITAT (NO HANDICAP ACCESS REQUIRED).
33. EQUIPMENT IS LIMITED TO PERIODIC MAINTENANCE AND INSPECTION, APPROXIMATELY 2 TIMES PER MONTH, BY VERIZON TECHNICIANS.
34. NO OUTDOOR STORAGE OF SOLID WASTE DISCHARGES ARE PROPOSED.
35. ALL ANTENNA SHALL BE PLUMBED AND WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST VERIZON GRounding STANDARD.
36. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS REQUIRED FOR CONSTRUCTION. IF CONTRACTOR CHANGES DESIGN + POWER, THEY ALSO NOTIFY THE GENERAL CONTRACTOR IMMEDIATELY.
37. CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
38. INFORMATION SHOWN ON THESE DRAWINGS WAS OBTAINED FROM SITE VISITS AND/OR DRAWINGS PROVIDED BY THE SITE OWNER. CONTRACTORS SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
39. NO WHITE STROBE LIGHTS ARE PERMITTED. LIGHTING IF REQUIRED, WILL MEET FAA STANDARDS AND REGULATIONS.
40. ALL COAXIAL CABLE INSTALLATIONS TO FOLLOW MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

ANTENNA MOUNTING

41. DESIGN AND CONSTRUCTION OF ANTENNA SUPPORTS SHALL CONFORM TO CURRENT ANSI/TIA-222 OR APPLICABLE LOCAL CODES.
42. ALL STEEL ANTENNAS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A123, "ZINC (HOT-DIP) GALVANIZED COATINGS ON IRON AND STEEL PRODUCTS", UNLESS NOTED OTHERWISE.
43. ALL BOLTS, ANCHORS AND MISCELLANEOUS HARDWARE SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A153 "ZINC-COATING (HOT-DIP) ON IRON AND STEEL HARDWARE", UNLESS NOTED OTHERWISE.
44. DAMAGED GALVANIZED SURFACES SHALL BE REPAIRED BY COLD GALVANIZING IN ACCORDANCE WITH ASTM A780.
45. ALL ANTENNA MOUNTS SHALL BE INSTALLED WITH LOCK NUTS, DOUBLE NUTS AND SHALL BE TORQUED TO MANUFACTURER'S RECOMMENDATIONS.
46. CONTRACTOR SHALL INSTALL ANTENNA PER MANUFACTURER'S RECOMMENDATION FOR INSTALLATION AND GROUNDING.
47. ALL UNUSED PORTS ON ANY ANTENNAS SHALL BE TERMINATED WITH A 50-OHM LOAD TO ENSURE ANTENNA PERFORM AS DESIGNED.
48. PRIOR TO SETTING ANTENNA MOUNTING AND AZIMUTHS, ANTENNA CONTRACTOR SHALL CHECK THE ANTENNA MOUNT FOR TIGHTNESS AND ENSURE THAT THEY ARE PLUMB. ANTENNA MOUNTING SHALL BE SET FROM TRUE NORTH AND BE ORIENTED WITHIN ±3° AS DEFINED BY THE RAN ANTENNA AZIMUTHS SHALL BE WITHIN ±1° AS DEFINED BY THE RAN.
49. ANTENNA FROM THE FACE SHALL BE PERPENDICULAR TO OPPOSITE ORIENTATION'S ON EACH SECTOR.
50. CONTRACTOR SHALL RECORD THE SERIAL # LOCATION AND POSITION OF EACH ACTUATOR INSTALLED BY RFC ANTENNAS AND PROVIDE THE INFORMATION TO VERIZON.
51. UNITS SHALL BE MOUNTED ON PIPE SHELTER GUARD MOUNTING AS CLOSE TO ANTENNA AS FEASIBLE IN A VERTICAL POSITION.
52. ANTENNAS SHALL HAVE A 2'-0" MIN CLEARS BE CENTER HORIZONTAL SEPARATION.

TORQUE REQUIREMENTS FOR RF COMPONENT CONNECTIONS (NON-STRUCTURAL)

53. ALL RF CONNECTIONS SHALL BE TIGHTENED BY A TORQUE WRENCH.
54. ALL RF CONNECTIONS, GROUNDING HARDWARE AND ANTENNA HARDWARE SHALL HAVE A TORQUE MARK INSTALLED IN A CONTINUOUS STRAIGHT LINE FROM ONTO SIDES OF THE CONNECTION.
   A. RF CONNECTION BOTH SIDES OF THE CONNECTOR.
   B. GROUNDING AND ANTENNA HARDWARE ON THE HOT SIDE STARTING FROM THE THREADS TO THE NON-SURFACE. EXAMPLE OF SOLID SURFACES GROUND BAR, ANTENNA BRACKET WITH.
55. ALL 4.3-10 ANTENNA HARDWARE SHALL BE TORQUED TO 9 LB-FT (12 Nm).
56. ALL 7/16 ANTENNA HARDWARE SHALL BE TORQUED TO 15 LB-FT (20 Nm).
57. ALL GROUNDING HARDWARE SHALL BE TORQUED USING THE LOCK WASHER COLLAPSED AND THE GROUNDING HARDWARE IS NO LONGER LOOSE.
58. ALL DIN TYPE CONNECTIONS SHALL BE TORQUED TO 15-22 LB-FT (20.4 ~ 29.8 Nm).
59. ALL 4 TYPE CONNECTIONS SHALL BE TORQUED TO 15-20 LB-ft (1.7 ~ 2.2 Nm).

FIBER & POWER CABLE MOUNTING

60. THE FIBER OPTIC TRUNK CABLE(S) SHALL BE INSTALLED INTO CONDUITS, DIAMOND, CABLE TRAYS, OR CABLE RUNS WHICH INSTALLING FIBER OPTIC TRUNK CABLES AND A CABLE TRAY SYSTEM, THEY SHALL BE INSTALLED INTO AN EXIST DUCT AND A PLASTICS BARRIER SHALL BE INSTALLED BETWEEN THE FIBER AND CABLES AND THE WIRE RUNS IN ORDER TO SEGREGATE CABLE TYPES). OPTIC FIBER TRUNK CABLES SHALL HAVE APPROVED CABLE RESTRAINTS EVERY (30) SIXTY FEET AND SEPARATELY FASTENED TO THE CABLE TRAY SYSTEM WITH TIE (ONE) ARTICLE 770 RULES SHALL APPLY.
61. THE TYPE 15-GP CABLES SHALL BE INSTALLED INTO CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY AND SHALL BE FASTENED AT INTERVALS NOT EXCEEDING (5) SIX FEET, OR EXCEPTION WHERE TYPE 15-GP CABLES ARE NOT SUBJECT TO PHYSICAL DAMAGE, CABLES SHALL BE PERMITTED TO BIND A TRANSITION BETWEEN CONDUITS, CHANNEL CABLE TRAYS, OR CABLE TRAY WHERE ARE SURFACE STRUCTURES (SUPPORT OF DEVICE). A MINIMUM (5) SIX FEET SHALL NOT BE EXCEEDED WITHOUT SUPPORTING WITH TIE (ONE) ARTICLE 336 AND 280 RULES SHALL APPLY.
62. WHEN INSTALLING OPTIC FIBER TRUNK CABLES OR TYPE 15-GP CABLES INTO CONDUITS, NEMA 70 (NEC) ARTICLE 300 RULES SHALL APPLY.

COAXIAL CABLE NOTES

63. PHASE AND STATE OF THE ANTENNA CABLE ARE BASED ON ESTIMATED LENGTHS. PRIOR TO ORDERING CABLE, CONTRACTOR SHALL VERIFY ACTUAL LENGTH BASED ON DIMENSIONED LAYOUT AND NOTIFY THE PROJECT MANAGER IF ACTUAL LENGTHS EXCEED ESTIMATED LENGTHS.
64. CONTRACTOR SHALL VERIFY THE OPEN-TILT OF EACH ANTENNA WITH A DIGITAL LEVEL.
65. CONTRACTOR SHALL CONFIRM RAN COLOR CODING PRIOR TO CONSTRUCTION.
66. ALL SWEEPS TO THE ANTENNAS FROM THE MAIN TRANSMISSION LINE SHALL BE 1/2" DIA. LDF AND SHALL NOT EXCEED 6 -0".
67. ALL COAXIAL CABLE SHALL BE SECURED TO THE DESIGNED SUPPORT STRUCTURE, IN AN APPROVED MANNER, AT INTERVALS NOT TO EXCEED 4'-0" OC.
68. CONTRACTOR SHALL FOLLOW ALL MANUFACTURER'S RECOMMENDATIONS REGARDING BOTH THE INSTALLATION AND GROUNDING OF ALL COAXIAL CABLES, CONNECTORS, ANTENNAS, AND ALL OTHER EQUIPMENT.
69. CONTRACTOR SHALL WEATHERPROOF ALL ANTENNA CONNECTORS WITH SCOTCH 33+ SCOTCH 88 AND COMPLETE WITH MANUFACTURER'S SPECIFICATIONS.

GENERAL CABLE & EQUIPMENT NOTES

70. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY INTERNAL TIES, SPECIFICATIONS, AND CONFIGURATIONS, MAKE AND MODELS PRIOR TO INSTALLATION.
71. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BONDING, ETC. SHALL BE INSTALLED PER VENDOR MANUFACTURER'S RECOMMENDATIONS.
72. CONTRACTOR SHALL REFERENCE THE TOWER STRUCTURAL ANALYSIS/ERECTION DRAWINGS FOR DIRECTIONS ON CABLE DISTRIBUTION/ROUTING.
73. ALL ENTRANCE BY CONNECTORS/CONNECTIONS SHALL BE WEATHERPROOFED, EXCEPT THE RET CONNECTIONS, USING BUTYL TAPE AFTER INSTALLATION AND FINAL CONNECTIONS ARE MADE. BUTYL TAPE SHALL HAVE A MINIMUM OF ONE-HALF LAP WIDTH OVERLAP ON EACH TURN AND EVERY LAYER SHALL BE APPLIED TIGHT. THICK WEATHERPROOFING SHALL BE SCOTCH #33+/#7 EQUIVALENT. BUTYL RUBBERS IS NOT ALLOWED.
74. ALL CABLES SHALL BE LABELLED WITH COAXIAL CABLE LABELS NOT LESS THAN 24" FROM THE MANUFACTURER'S RECOMMENDATIONS.
   A. GROUNDING AT THE ANTENNA LEVEL.
   B. GROUNDING AT MID LEVEL, TOWERS WHICH ARE OVER 200'-0". ADDITIONAL CABLE GROUNDING REQUIRED.
   C. GROUNDING AT BASE OF TOWER PRIOR TO TURNING HORIZONTAL.
   D. GROUNDING OUTSIDE THE EQUIPMENT SHELTER AT ENTRY PORT.
   E. GROUNDING INSIDE THE EQUIPMENT SHELTER AT THE ENTRY PORT.
75. ALL PROPOSED GROUND BAR BONDINGS ARE TO BE TERMINATED TO THE EXISTING PERIMETER GROUND BAR DOWNLOADS A MINIMUM DISTANCE OF 4'-0" BELOW GROUND BAR TERMINATIONS MAY BE EXOTHERMIC OR COMPRESSION.
76. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ANTENNA AND THE COAX CONFIGURATION IS THE CORRECT MAKE AND MODELS PRIOR TO INSTALLATION.
77. ALL CONNECTIONS FOR HANGERS, SUPPORTS, BONDING, ETC. SHALL BE INSTALLED PER VENDOR MANUFACTURER'S SPECIFICATION & RECOMMENDATIONS.
78. ANTENNA CONFIRMATION SHALL PURCHASE AND INSTALL A 10'-0" T-MOUNT SECTION ANTENNA MOUNT, IF APPLICABLE, INCLUDING ALL HARDWARE.

verizon

1021 CLEMENS RD
HENDERSONVILLE, TN 37111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8911 E EASTERN AVENUE, SUITE 353,
LAS VEGAS, NV 89123

PROJECT NO:	197000
DRAWN BY:	PSD
CHECKED BY:	MB

A	06/04/20	ISSUED FOR REVIEW
B	06/09/20	ADDED SITE
REV	DATE	DESCRIPTION

PING J LIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/9/20

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
GENERAL CONSTRUCTION NOTES

SHEET NUMBER
SP2

GENERAL ELECTRICAL NOTES

PART 1 – GENERAL

1.1 SCOPE OF WORK:

A. CONTRACTOR SHALL INSPECT THE EXISTING SITE CONDITIONS PRIOR TO SUBMITTING HIS BID. ANY EXISTING CONDITIONS WHICH DIFFER FROM THOSE SHOWN ON THE DRAWINGS SHALL BE REPORTED TO THE OWNER'S REPRESENTATIVE BEFORE THE START OF WORK. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY FOR CONDITIONS WHICH COULD HAVE BEEN DISCOVERED BY SUCH INSPECTION.

B. THE CONTRACTOR SHALL OBTAIN PERMITS, LICENSES, MAKE ALL NOTICES, AND PAY ALL FEES REQUIRED FOR THE CONSTRUCTION OF THE WORK UNLESS OTHERWISE NOTED.

C. DRAWINGS SHOW THE GENERAL ARRANGEMENT OF ALL SYSTEMS AND EQUIPMENT. WHERE THE EXACT LOCATION OF EQUIPMENT IS NOT SHOWN, CONTRACTOR SHALL VERIFY ALL DIMENSIONS, AND NO EXTRA CHARGE WILL BE ALLOWED TO ACCOMMODATE EQUIPMENT.

1.2 LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES:

A. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODES, AND ALL APPLICABLE LOCAL LAWS, REGULATIONS, ORDINANCES, STATUTES AND CODES. CONTRACT DRAWINGS SHALL BE THE MINIMUM BASIS FOR THE DESIGN AND CONSTRUCTION OF EQUIPMENT & SYSTEMS COMPLYING WITH THE LATEST EDITIONS OF NEC.

1.3 REFERENCES:

A. THE SPECIFICATIONS LISTED BELOW ARE PART OF THE SPECIFICATIONS. EACH PUBLICATION SHALL BE THE LATEST EDITION IN EFFECT ON THE DATE OF THE CONTRACT, UNLESS OTHERWISE NOTED. WHERE REFERENCE IS MADE TO ONE OF THESE STANDARDS, THE REVISION IN EFFECT ON THE DATE OF THE CONTRACT SHALL APPLY. UNLESS A REVISION IS INDICATED, THE LATEST REVISION OF THE STANDARD SHALL APPLY. NOTHING CONTAINED IN THESE SPECIFICATIONS SHALL BE CONSTRUED TO CONFLICT WITH THE APPLICABLE PROVISIONS OF THESE PUBLICATIONS.

1. AMERICAN NATIONAL STANDARDS INSTITUTE (STANDARDS ASSOCIATION)
2. ASTM (FOR NEW SOCIETY FOR TESTING AND MATERIALS)
3. ICEA (INSULATED CABLE ENGINEERS ASSOCIATION)
4. NEMA (NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION)
5. NFPA (NATIONAL FIRE PROTECTION ASSOCIATION)
6. OSHA (OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION)
7. UL (UNDERWRITERS LABORATORIES, INC.)

1.4 SCOPE OF WORK:

A. THESE CHECK LIST SYSTEM SHALL CONSIST OF FURNISHING ALL LABOR, MATERIAL, AND ASSOCIATED SERVICES REQUIRED TO COMPLETE FOLLOWS CONSTRUCTION AND BE OPERATIONAL.

B. ALL ELECTRICAL EQUIPMENT SHOWN AND CONTRACT SHALL BE PROPERLY TESTED, ADJUSTED, AND ALIGNED BY THE CONTRACTOR.

C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATING, DRAINAGE, TRENCHES, SHORING, AND REMOVAL OF EXCESS DIRT.

D. THE CONTRACTOR SHALL FURNISH TO THE OWNER WITH CERTIFICATES OF A FINAL INSPECTION AND APPROVAL FROM THE INSPECTION AUTHORITIES HAVING JURISDICTION.

E. THE CONTRACTOR SHALL FURNISH A COMPLETE SET OF AS-BUILT DRAWINGS, DESCRIBING ALL WIRING, EQUIPMENT DISPOSITIONS, AND CHANGES WHICH DEVIATING THE CONTRACT. THE AS-BUILT DRAWINGS SHALL BE SUBMITTED AT COMPLETION OF THE PROJECT.

PART 2 – PRODUCTS

2.1 GENERAL:

A. ALL MATERIALS AND EQUIPMENT SHALL BE UL LISTED, NEW, AND FREE FROM DEFECTS.

B. ANY TYPES OF MATERIALS AND EQUIPMENT SHALL BE ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION AS SUITABLE FOR THE USE INTENDED.

C. ALL EQUIPMENT SHALL BEAR THE LABORATORIES LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.

D. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, UNLESS OF SERIES OR CASCADE RATED. A SHORT CIRCUIT CURRENT RATING MAY EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 BUT THE SHORT CIRCUIT RATING SHALL NOT EXCEED THE CONFORMING JURISDICTION.

2.2 MATERIALS AND EQUIPMENT:

A. CONDUIT:

1. RIGID METAL CONDUIT (RMC) SHALL BE HOT-DIPPED GALVANIZED STEEL AND OUTSIDE INCLUDING ENDS AND THREADS AND SHALL BE OF UNCOATED TOOLS OF MEDIUM TO MAXIMUM.
2. INTERMEDIATE METAL CONDUIT SHALL BE UL LISTED.
3. CONDUIT CLAMPS, STRAPS AND SUPPORTS SHALL BE STEEL OR MALLEABLE IRON. ALL FITTINGS SHALL BE COMPATIBLE AND SUITABLE FOR THE PURPOSE. GROUNDING BUSHINGS WITH INSULATED THROATS SHALL BE INSTALLED ON ALL CONDUIT TERMINATIONS.
4. NONMETALLIC CONDUIT AND FITTINGS SHALL BE CONDUITLE AS PVC, INSTALL USING SOLVENT-CEMENT-TYPE JOINTS AS RECOMMENDED BY THE MANUFACTURER.

B. CONNECTORS AND CABLE

1. CONNECTORS AND CABLE SHALL BE FLAME-RETARDANT, MOISTURE AND HEAT RESISTANT THERMOPLASTIC. SHEET INSULATION, COPPER, TYPE THWN/THWN-2, 600 VOLT, UNLESS OTHERWISE. (TO FIND SHALL BE THE MINIMUM SIZE CONDUCTOR USED)
2. #10 AND #12 SOLID CONNECTOR SHALL BE SOLID OR STRANDED SIZE #8 AND ABOVE LARGER CONNECTIONS SHALL BE STRANDED.
3. SOLDERLESS COMPRESSION-TYPE CONNECTIONS SHALL BE USED FOR TERMINATION OF ALL STRANDED CONNECTIONS.
4. SPRING-HELD SUPPORTS (BOX) SHALL BE HARDOLL FOLLOWS OR APPROVED EQUAL. CABLES SHALL BE SUPPORTED IN ACCORDANCE WITH THE NEC AND CABLE MANUFACTURER'S RECOMMENDATIONS.
5. ALL CONDUCTORS SHALL BE TAGGED AT BOTH ENDS OF THE CONDUCTOR, AT ALL PULL BOXES, J-BOXES, EQUIPMENT AND LOADING AND SHALL BE IDENTIFIED WITH MATERIALS PLASTIC TAGS (SCOTCH CRAFT, BRADY, OR APPROVED EQUAL).

C. DISCONNECT DEVICES:

1. DISCONNECT SWITCHES SHALL BE HEAVY DUTY, HEAD-PIVOT, QUICK-MAKE, QUICK BREAK, EXTERNALLY OPERABLE, HANDLE LOCKABLE AND INTERLOCK WITH COVER IN CLOSED POSITION, RATED AS INDICATED, UL LABELED FURNISHED IN NEMA 3R ENCLOSURE, SQUARE-D OR ENGINEER APPROVED EQUAL.

D. CHASSIS, ELECTROSTATIC GROUNDING SYSTEM:

1. PANEL CHASSIS GROUNDING AS REQUIRED, THE SYSTEM SHALL BE ELECTROLYTIC MAINTENANCE FREE ELECTRODE CONSISTING OF ROD, WITH A MINIMUM #2 PVC UV CONVENTIONAL WELDED PIPE/WELL PROTECTIVE HOUSED AND BOLTED, BURIED, GROUND ROD SHALL BE LENGTH OF GROUNDING ROD TYPES 10'+1'X3 OR 10'+1'X3 1/2 UNLESS AS INDICATED.
2. GROUND ACCESS BOX SHALL BE A POLYMERIC BOX FOR NON-TRAFFIC APPLICATIONS INCLUDING BOLT DOWN FLUSH COVER WITH "GROUNDING" MOLDED AT WORK, #8-32 ALL GROUNDING BUSHINGS AND CONNECTIONS WITHOUT SHALL BE PROVIDED WITH EXCELLENT LABELED MANUFACTURED INDICATING EQUIPMENT CONTROLLED BRANCH GROUPS AS ALLOWING, AND THE ELECTRICAL POWER SOURCE.
3. BUSHING MATERIAL SHALL BE LITHOSTATE AND LINCOLN GROUNDING SERVICE.

E. SYSTEM GROUNDING:

1. ALL GROUNDING COMPONENTS SHALL BE TINNED AND GROUNDING CONDUCTOR SHALL BE AT ANY RATE, SOLID, TINNED, COPPER UNLESS OTHERWISE INDICATED. CONNECTIONS SHALL BE BOLTED WHERE PRACTICAL.
2. GROUNDING BUSES SHALL BE BARE TINNED, ANNEALED COPPER BARS OF RECTANGULAR CROSS-SECTION, STANDARD SIZE BARS WIDE SHALL BE PREDRILLED AND INSTALLED BY THE CONTRACTOR. BUS SHALL NOT BE PAINTED/COATED OR MODIFIED IN ANY FIELD. ALL GROUNDING BUSES SHALL BE IDENTIFIED WITH MINIMUM 3/4" LETTERS BY MEANS OF STENCILING OR DESIGNATION PLATE.
3. CONNECTIONS SHALL BE HIGH-CONDUCTIVITY, HIGH PRESSURE CONNECTIONS, INCLUDING CONNECTIONS FOR THE WIRE-TO-WIRE, WIRE-TO-BUS, AND BUS-TO-BUS. CONNECTIONS SHALL BE MADE WITH BOLT SURFACE FOR CONNECTIONS AND SPACE FOR TO BE CLEANED AND INSPECTION KNOWN AND CLEAR FROM GREASE.
4. ELECTRICAL RELIEF CONNECTIONS SHALL BE PERMITTED TO USE TOOL THAT DEVELOPS FOR THE SPECIFIC WIRE SIZES. FOLLOW MANUFACTURER'S CONNECTIONS AND SPACE TOOL TO BE CLEANED.
5. SPRING HEAD SHALL BE USED BEFORE, DEPTH-CLAD STEEL WITH HIGH-STRENGTH STEEL CORE AND ELECTROLYTIC-GRADE COPPER OUTER ENCLOSURE, SIZES AS INDICATED TO CORE, 5/8"X10'-0". ALL GROUNDING ROD SHALL BE INSTALLED WITH GROUNDING CLAMPS.
6. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS IN COMPLIANCE WITH THE VERSION SPECIFICATIONS AND NEC. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE SIZED AS AT ALL JUNCTION BOXES, PULLBOXES, DISCONNECT SWITCHES, STARTERS, AND EQUIPMENT CABINETS.

F. OTHER MATERIALS:

1. THE CONTRACTOR SHALL PROVIDE SPACE MATERIALS THROUGH NOT SPECIFICALLY DESCRIBED, WHICH ARE REQUIRED FOR A COMPLETELY OPERATIONAL SYSTEM AND PROPER INSTALLATION OF ITS TRADE.
2. PROVIDE PULL BOXES AND JUNCTION BOXES WHERE SHOWN OR REQUIRED BY NEC.

G. PANELS AND LOAD CENTERS:

1. ALL PANEL IDENTIFIERS SHALL BE TYPEWRITTEN.

PART 3 – EXECUTION

3.1 GENERAL:

A. ALL MATERIAL AND EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

B. EQUIPMENT SHALL BE NEWLY ERECTED AND PROTECTED AGAINST DIRT OR WATER, AND AGAINST MECHANICAL OR MECHANICAL INJURY DURING INSTALLATION AND CONSTRUCTION PERIODS.

3.2 LABOR AND WORKMANSHIP:

A. ALL LABOR FOR THE INSTALLATION OF MATERIALS AND EQUIPMENT FURNISHED FOR THE ELECTRICAL SYSTEM SHALL BE INSTALLED BY EXPERIENCED WORKERS AS A NEAT AND WORKMAN-LIKE MANNER.

B. ALL ELECTRICAL EQUIPMENT SHALL BE ADJUSTED, CLEANED AND TESTED BY THE CONTRACTOR AS REQUIRED TO PRODUCE THE SPECIFIED PERFORMANCE.

C. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL THOROUGHLY CLEAN ALL EXPOSED EQUIPMENT SURFACES ALL LABELS AND OPERATING INSTRUCTIONS SHALL BE CLEANED AND LEFT IN GOOD CONDITION AND CLEAR FOR INSTALLATION FINISHED AND READY FOR OPERATION.

3.3 COORDINATION:

A. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF ELECTRICAL ITEMS WITH THE OWNER-FURNISHED EQUIPMENT DELIVERY SCHEDULE TO PREVENT UNNECESSARY DELAYS IN THE WORK.

3.4 INSTALLATION:

A. CONDUIT:

1. ALL ELECTRICAL WIRING SHALL BE INSTALLED IN CONDUIT AS SPECIFIED. NO CONDUIT OR TUBING OF LESS THAN 3/4 INCH TRADE SIZE.
2. PLENUM AREA AND ACCESSIBLE TO OWNERS FOR ALL SERVICE AND OPERATING NEEDS SHALL NOT BE INSTALLED FOR EXPOSED GROUPED WORK AND SHALL NOT EXCEED TO MATERIAL SHALL.
3. INSTALL SIZE AS THE CONDUIT WITH A MINIMUM DEPTH OF 24" UNDER ROADWAYS, PARKING AREAS, DRIVES, AND ALLEYS. CONDUIT SHALL HAVE A MINIMUM DEPTH OF 18" BY ALL OTHER NON-TRAFFIC APPLICATIONS (EITHER TO 2000 AREA, UNLESS OTHER).
4. USE ON MASTER PLUGGED STEEL CONDUIT WHERE DIRECT CONNECTION TO EQUIPMENT WITH MOVEMENT VIBRATION, OR AIR GAPS OF MAINTENANCE ARE LARGE THAN 1'(THREE) WITH CONDUIT THE EQUIPMENT APPLICATIONS. INSTALL GALVANIZED FLEXIBLE STEEL CONDUIT AT ALL POINTS OF CONNECTION TO EQUIPMENT MOUNTED ON SUPPORTED TO ALLOW FOR EXPANSION AND CONTRACTION.
5. A RUN OF CONDUIT BETWEEN BOXES OR EQUIPMENT SHALL NOT CONTAIN MORE THAN THE EQUIVALENT OF THREE QUARTER-BENDS. CONDUIT BEND SHALL BE MADE WITH TOOL SO THAT THE INTERIOR DIAMETER OF THE TUBING SHALL NOT BE REDUCED.
6. FIELD FABRICATED CONDUITS SHALL BE CUT SQUARE WITH A CONDUIT CUTTING TOOL AND REAMED TO PROVIDE A SMOOTH INSIDE SURFACE.
7. PROVIDE INSULATED GROUNDING BUSHING FOR ALL CONDUITS.
8. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF ALL CONDUCTOR SLEEVE CONSTRUCTION, EQUIPMENT OPENINGS & THE EQUIPMENT SUPPLIER SHALL BE NOTIFIED IN WRITING OF ANY CONFLICTS. IF MINIMUM CLEARANCES OF MANUFACTURER'S RECOMMENDATIONS CANNOT BE MAINTAINED, THE CONTRACTOR SHALL REPLACE ANY CONFLICTS EQUIPMENT/OTHER MATERIALS, THAT CANNOT BE RELOCATED.
9. ALL CONDUITS SHALL BE REAMED CLEAR OF BURRS OR APPROPRIATE SIZE BEFORE THREADING THE CONDUIT BEFORE INSTALLATION OF CONDUCTORS OR CABLES. CONDUIT SHALL BE FREE OF DIRT AND DEBRIS.
10. INSTALL PULL STRINGS IN ALL CLEAR EMPTY CONDUITS, LEAVING PULL STRING AT EACH END.
11. INSTALL 2" INSULATED BUSHING AND BUTTERWORK TAPE 12" ABOVE ALL UNDERGROUND CONDUITS AND CONNECTIONS.
12. CONDUITS SHALL BE INSTALLED IN SUCH A MANNER AS TO PREVENT MOISTURE COLLECTION OF TRAPPED CONDENSATION.
13. PROVIDE EXPANSION FITTINGS AS NECESSARY FOR EXPANSION/CONTRACTION TO ALLOW FOR MOVEMENTS AND CRACKS TO BE DIRECTLY THROUGH THE BUILDING OR SITE STRUCTURE STRUCTURAL MEMBERS. SUBMIT A SHOP DRAWING IN FIRE RATED COMPARTMENTS SHALL BE APPROVED BY AUTHORITIES HAVING JURISDICTION. PROVIDE EXPANSION OF WATER, SMOKE, FIRE, AND FUMES ALL MATERIAL SHALL BE APPROVED FOR SUCH PURPOSE.

4. CONDUCTORS AND CABLE:

1. ALL POWER WIRING SHALL BE COLOR CODED AS FOLLOWS:

CONDUCTOR	208/120 VOLT SYSTEMS
PHASE A	BLACK
PHASE B	RED
PHASE C	BLUE
NEUTRAL	WHITE
GROUNDING	GREEN

2. SPLICES SHALL BE MADE ONLY AT OUTLETS, JUNCTION BOXES, OR ACCESSIBLE RACEWAY CONDUITS APPROVED FOR THIS PURPOSE.
3. PULLING LUBRICANTS SHALL BE UL APPROVED. CONTRACTOR SHALL USE NYLON OR HEAVY DUTY FOR PULLING CONDUCTOR OR CABLES INTO THE CONDUIT.
4. SHIELD WIRES BE EQUALLY THROUGH WITHOUT ACCELERATING, AND USE OF LUBRICANT ABOVE IS AS USED A MEASURE TO AVOID DAMAGE TO CONDUCTORS OR SHEATHS. CONDUCTORS SHALL BE SECURED IN A MANNER TO AVOID DAMAGE TO CONDUCTORS OR SHEATHS. CONDUCTORS SHALL BE PROTECTED FROM MECHANICAL INJURY AND ABRASION. DAMAGED WIRES AND CABLE SHALL BE CONSIDERED DAMAGED IF INSULATION IS PUNCTURED, DAMAGED CONDUCTORS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.

C. EQUIPMENT CHECKOUT:

1. INSTALL ONLY QUALIFIED EMPLOYEES LEVEL AND PLANS. CONNECT TO WIRING SYSTEM AND GROUNDING SYSTEM AS INDICATED.

D. GROUNDING:

1. PROVIDE ELECTRICAL GROUNDING AND BONDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS AND DEVICES AS REQUIRED FOR ELECTRICAL, GROUNDING EQUIPMENT AND ADDITIONAL ACCESSORIES AS REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL GROUNDING CONDUCTORS SHALL PROVIDE A CONTINUOUS GROUNDING PATH TO GROUND WITH GROUNDING MEANS OF DYNAMIC GROUNDING CONNECTIONS SHALL NOT BE LOOSENED OR MISSING WITH MOLDED GROUNDING CONNECTIONS AND CONNECTIONS TO GROUND IN THE SHORTEST AND STRAIGHTEST CLOSE POSSIBLE TO ENSURE TRANSIENT VOLTAGE SURGE.
3. PLATED GROUNDING AND BONDING CONNECTORS, INCLUDING SCREWS AND BOLTS, IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED TORQUE TIGHTENING VALUES FOR CONNECTORS AND BOLTS. WHERE MANUFACTURER'S TORQUE REQUIREMENTS ARE NOT AVAILABLE, TIGHTEN CONNECTIONS TO COMPLY WITH TIGHTENING TORQUE VALUES SPECIFIED IN UL TO ENSURE PERMANENT AND EFFECTIVE GROUNDING.
4. CONTRACTOR SHALL VERIFY THE ADEQUACY OF GROUNDING TO "IN-PLACE" TO THE EXISTING GROUNDING SYSTEM. ALL UNDERGROUND GROUNDING CONNECTIONS SHALL BE MADE BY THE EXOTHERMIC WELD PROCESS AND INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
5. ALL GROUNDING CONNECTIONS SHALL BE INSPECTED FOR MECHANICAL ENVIRONMENT SOUND. CONNECTIONS SHALL BE APPROVED BY THE INSPECTION AGENCY HAVING JURISDICTION BEFORE BEING PERMANENTLY CONCEALED.
6. APPLY CORROSION-INHIBITING SPRAY TO ALL CONNECTIONS AND PLACED WHERE FACTORY APPLIED PROTECTIVE COATINGS HAVE BEEN DISTURBED OR REPAIRED USE ZRO-SHIELD ANTI-CORROSION COMPOUND OR ALL CONNECTIONS GROUNDING CONNECTIONS.
7. A SEPARATE, CONTINUOUS, INSULATED EQUIPMENT GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL FLEXIBLE AND BRANCH CIRCUIT.
8. BOND ALL ISOLATED GROUNDING RECEPTACLE WITH A MINIMUM 3 AWG GROUNDING CONNECTOR TO A GROUND BUS.
9. SHIELD BURIED GROUNDING CONDUCTORS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 30" MINIMUM BELOW GRADE, OR 6" BELOW THE FROST LINE. USE THE GREATER OF THE TWO DISTANCES.
10. ALL GROUNDING CONNECTIONS EMBEDDED IN OR PENETRATING CONCRETE SHALL BE INSTALLED IN COMPOUND TO THE CONDUIT.
11. THE INSTALLATION OF CHEMICAL ELECTROLYTIC GROUNDING SYSTEM IN STRICT ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PROVIDE SEALING SLEEVE FROM LANDSCAPE AND BREATHER HOLES. INSTALL PROTECTIVE BOX FLUSH WITH GRADE.
12. #1 - 4" FROM ON THE SITE GRADE IS WHERE THAN 6 FT. FROM THE STRUCK BAR OF THE BASE OF THE STRUCK, A GROUND CONDUCTOR AT ALL THE ACCESS OF THE END OF THE ICE GRADE, TO BOUND THE COMPOUND WITH AND AT-LINE ACCESSORIES.
13. CONTRACTOR SHALL REPAIR AND/OR REPLACE EXISTING GROUNDING SYSTEM COMPONENTS DAMAGED DURING CONSTRUCTION AT THE CONSTRUCTIONS COMPLETE.

E. ACCEPTANCE TESTING:

A. EVERYTHING PERSONNEL (AGENT CERTIFIED) EQUIPMENT SHALL PERFORM REQUIRED TESTS AND SUBMIT WRITTEN TEST REPORTS UPON COMPLETION.

B. WHEN MATERIAL AND/OR WORKMANSHIP IS FOUND NOT TO COMPLY WITH THE SPECIFIED REQUIREMENTS, THE NON-COMPLYING MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AND REPLACED WITH NEW EQUIPMENT WHICH COMPLIES WITH THE SPECIFIED REQUIREMENTS PROMPTLY AFTER NOTICE OF WHICH HAS BEEN GIVEN.

F. TEST PROCEDURES:

1. ALL GROUNDING SHALL HAVE VERIFICATION TESTED WHICH INSTALLATIONS, INCLUDE CONNECTION TO SERVICE, AND CONNECTION TO ALL SYSTEMS AND EQUIPMENT. TEST SHALL BE PERFORMED BY A QUALIFIED TESTING AGENCY. ALL TEST SHALL USED MEGGER OR EQUIVALENT INSTRUMENT, PROVIDE WRITTEN ACKNOWLEDGEMENT FOR ALL TEST RESULTS.
2. PRIOR TO ENERGIZING EQUIPMENT, TEST WIRING SERVICE FOR ELECTRICAL CONTINUITY AND PROPER INSULATION RESISTANCE.
3. MEASURE AND RECORD VOLTAGES BETWEEN PHASES AND BETWEEN PHASE CONDUCTORS AND NEUTRALS. SUBMIT A REPORT OF MEASUREMENTS AND REMEDIAL MEASURES.
4. PERFORM GROUNDING TEST TO MEASURE GROUNDING RESISTANCE OF GROUNDING SYSTEM USING THE THREE-POINT FALL-OF-POTENTIAL METHOD. PROVIDE PLOTTED TEST VALUES AND LOCATION SKETCH. NOTIFY THE ENGINEER IMMEDIATELY IF MEASURED VALUE IS GREATER THAN 5 OHMS.

verizon

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8800 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO.	187804
DRAWN BY:	TGS
CHECKED BY:	MB

NO.	DATE	DESCRIPTION
1	08/16/16	ISSUED FOR PERMIT
2	09/15/16	RPR 1C
REV	DATE	DESCRIPTION

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

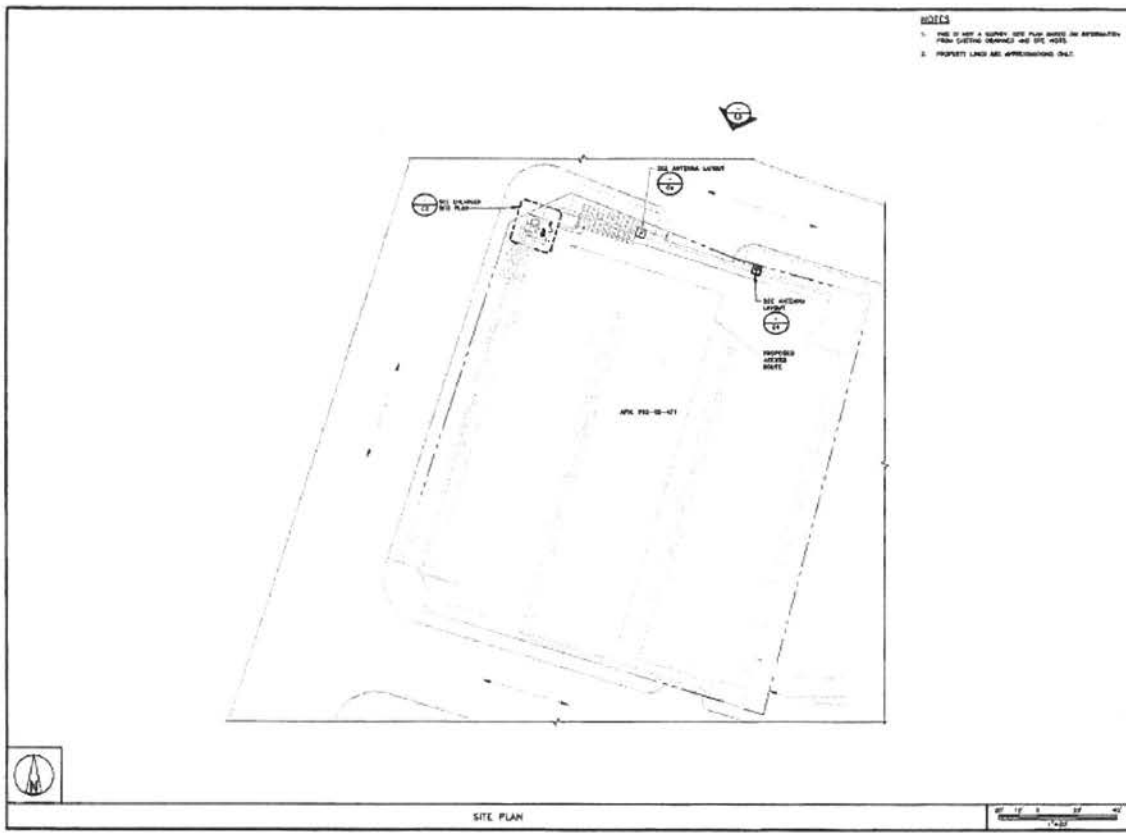
MM4 – SAN FRANCISCO
VZW #: 20181747221
320 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
GENERAL ELECTRICAL NOTES

SHEET NUMBER
SP3

NOTES

1. FIND IS NOT A SURVEY. SITE PLAN BASED ON INFORMATION FROM EXISTING DRAWINGS AND SITE VISITS.
2. PROPERTY LINES ARE APPROXIMATIONS ONLY.



verizon

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8865 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO: 157658
DRAWN BY: PBD
CHECKED BY: AB

REV	DATE	DESCRIPTION
A	08/30/18	ISSUED FOR PERMIT
A	08/30/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

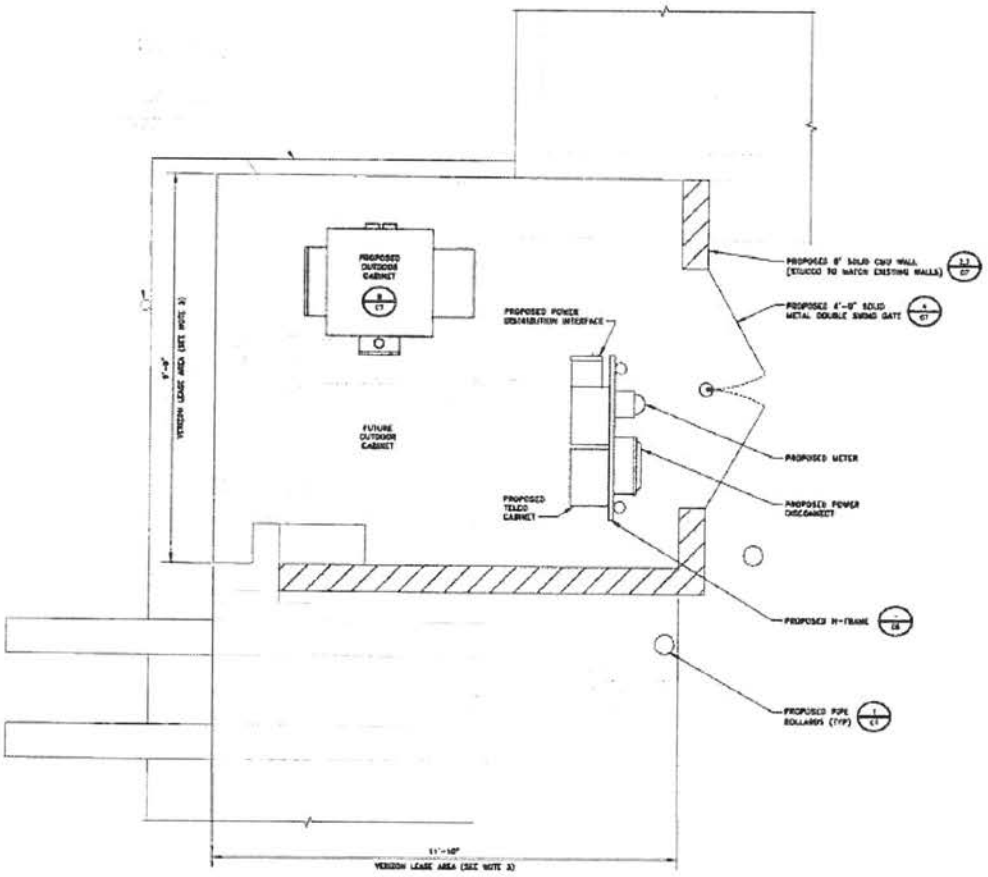
NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE PLAN

SHEET NUMBER
C1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS & MOUNTS OMITTED FOR CLARITY.
3. VERIZON LEASE AREA 113.3 SQ. FT.



ENLARGED SITE PLAN

3/4"=1'-0"

verizon

4821 CLIBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO	197650
DRAWN BY	PWJ
CHECKED BY	MB

REV	DATE	DESCRIPTION
D	08/28/18	ISSUED FOR PERMIT
A	08/02/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/2018

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NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ENLARGED SITE PLAN

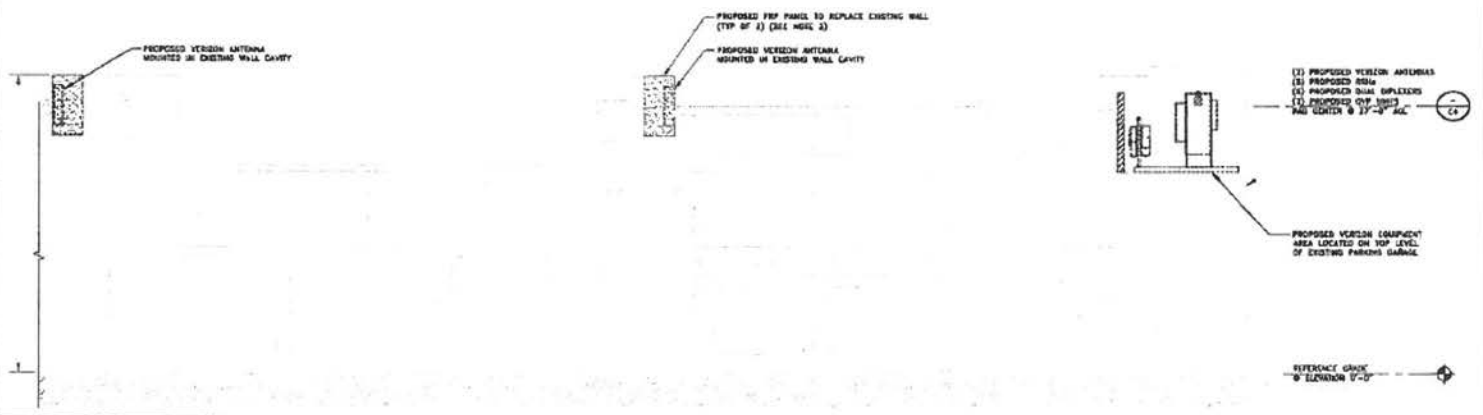
SHEET NUMBER
C2

NOTES

1. THE EXISTING BUILDING IS CURRENTLY BEING ANALYZED BY OTHERS TO DETERMINE ITS STRUCTURAL CAPACITY TO CARRY THE PROPOSED NEW COAX AND ANTENNAS. THESE DRAWINGS HAVE BEEN CREATED BASED ON THE ASSUMPTION THAT THE STRUCTURAL ANALYSIS WILL SHOW THAT THE BUILDING HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED NEW LOADS. INSTALLATION OF THE COAX AND ANTENNAS SHALL NOT COMMENCE UNTIL AN APPROVED STRUCTURAL ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.

2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".

3. PROPOSED 6'x3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".



PROPOSED SITE ELEVATION (LOOKING SOUTH)

8' 4' 2' 0 8' 16'
3/16"=1'-0"

verizon

4821 ELEANOR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197058
DRAWN BY:	PSG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/25/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

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NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
ELEVATIONS

SHEET NUMBER
C3

NOTE TO CONTRACTOR

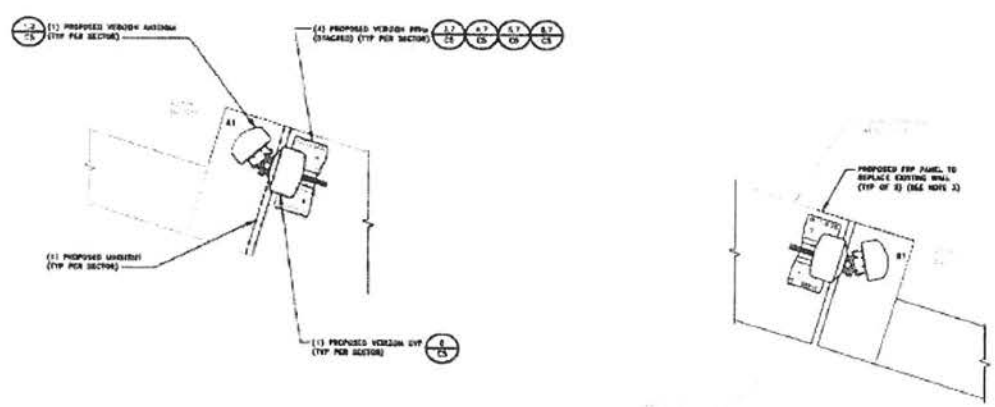
1. CONTRACTOR IS TO REFER TO VERIZON'S MOST CURRENT SMR PRIOR TO CONSTRUCTION.

PROPOSED ANTENNA AND TRANSMISSION CABLE REQUIREMENTS (VERIFY WITH CURRENT SMR)								
SECTOR	BAND CLASS	ANTENNA MODEL	AZIMUTH	RAD CENTER	OVP	COAX TYPE (HYBRID FLEX-AWS)	TMA/DIPLEXER	RRH MODEL
A1	LTE	ANDREW SBNHH-1D65A	320°	27'-0"	(2) PROPOSED 12 PORT OVP	(2) 6x12 HYBRID FLEX (PROPOSED)	(2) DUAL DIPLEXER KIT-FBA3P5002-1C-DL (1) DUAL DIPLEXER FDJ8502004-S	(1) ALU RRH4L30-013 (1) NOKIA RRH4L40-05 (1) ALU RRH4L30-025 (1) ALU RRH4L45-066
B1	LTE	ANDREW SBNHH-1D65A	80°	27'-0"			(2) DUAL DIPLEXER KIT-FBA3P5002-1C-DL (1) DUAL DIPLEXER FDJ8502004-S	(1) ALU RRH4L30-013 (1) NOKIA RRH4L40-05 (1) ALU RRH4L30-025 (1) ALU RRH4L45-066

PROPOSED ANTENNA AND TRANSMISSION CABLE SCHEDULE | NO SCALE | 1

NOTES

1. INSTALLATION OF THE PROPOSED EQUIPMENT ON THE MOUNT SHALL NOT COMMENCE UNTIL AN APPROVED MOUNT ANALYSIS HAS BEEN RECEIVED BY THE OWNER OR VERIZON WIRELESS, AND HAS BEEN REVIEWED BY BLACK & VEATCH.
2. ALL PROPOSED EQUIPMENT TO BE PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".
3. PROPOSED 6'X3' FRP PANEL PAINTED TO MATCH "EL REY STUCCO FINISH PATCH #124 CORAL".



PROPOSED ANTENNA LAYOUT | NO SCALE | 2

verizon

4821 ELBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8955 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	187838
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/18	ISSUED FOR PERMIT
A	08/22/18	WAS CD

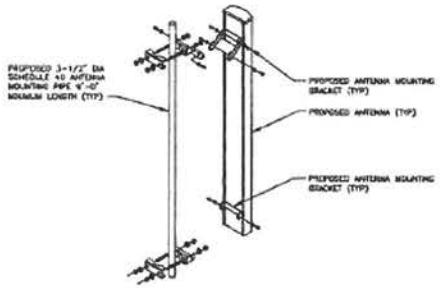
PING JIANG NEW MEXICO 24010 PROFESSIONAL ENGINEER
8/28/2018

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ANTENNA LAYOUT

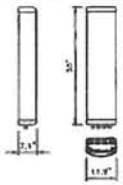
SHEET NUMBER
C4



ANTENNA MOUNTING DETAIL | NO SCALE | 1

ANDREW SBNHH-1D65A

WIDTH:	11.9" (301 mm)
DEPTH:	7.1" (181 mm)
HEIGHT:	53" (1346 mm)
TOTAL WEIGHT (WITHOUT BRACKETS):	33.5 lbs (15.2 kg)
CONNECTOR:	7/16 DIN FEMALE x 6

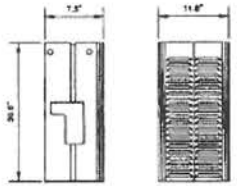


ANTENNA SPECIFICATIONS | NO SCALE | 2

ALCATEL-LUCENT B13 RRH4X30-700

DIMENSIONS, WxDxH: 11.8"x7.5"x20.8" (300x190x530mm)

WEIGHT, WITHOUT MOUNTING KIT: 55.6 lbs (25.2 kg)



RRH SPECIFICATIONS (700 MHz) | NO SCALE | 3

NOKIA RRH4X40-850

DIMENSIONS, WxDxH: 11.8"x7.3"x16.5" (320x160x420mm)

WEIGHT, WITHOUT MOUNTING KIT: 40 lbs (18 kg)

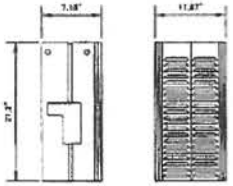
PENDING UPDATED SPECIFICATIONS

RRH SPECIFICATIONS (850 MHz) | NO SCALE | 4

ALCATEL-LUCENT B25 RRH4X30-1900

DIMENSIONS, WxDxH: 11.97"x7.48"x21.2" (304x182x538mm)

WEIGHT, WITHOUT MOUNTING KIT: 52.0 lbs (24 kg)

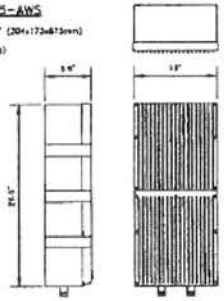


RRH SPECIFICATIONS (1900 MHz) | NO SCALE | 5

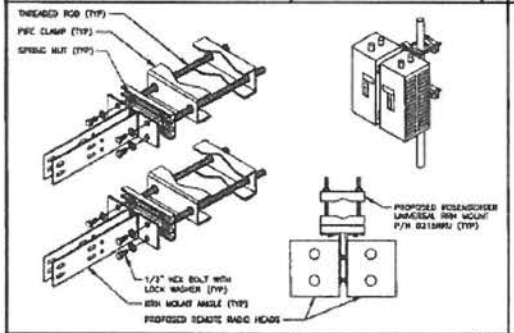
ALCATEL-LUCENT B66A RRH4X45-AWS

DIMENSIONS, WxDxH: 12"x8.8"x26.6" (304x172x675mm)

WEIGHT, WITHOUT MOUNTING KIT: 64 lbs (29 kg)



RRH SPECIFICATIONS (2100 MHz) | NO SCALE | 6



UNIVERSAL RRH MOUNT DETAIL | NO SCALE | 7

OVP SURGE SUPPRESSOR

DIMENSIONS, WxDxH:	15.75"x10.25"x18.18" (400x260x462mm)
WEIGHT:	33 lbs (15kg)
NOMINAL OPERATING VOLTAGE:	48 VDC
NOMINAL DISCHARGE CURRENT:	20kA 8/20ms
MAX SURGE CURRENT:	60 kA 8/20ms
MAX. CONT. OPERATING VOLTAGE:	75 VDC
VOLTAGE PROTECTION RATING:	400V
WIND LOADING:	150 MPH SUSTAINED, (185 LDC)



MAIN OVP BOX CONNECTION DETAIL | NO SCALE | 8

NOT USED | NO SCALE | 9

verizon

4921 ELIZABETH NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8400 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197036
DRAWN BY:	PSG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	08/28/18	ISSUED FOR PERMIT
A	08/03/18	RAN CD

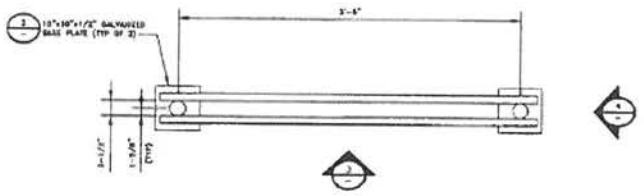
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

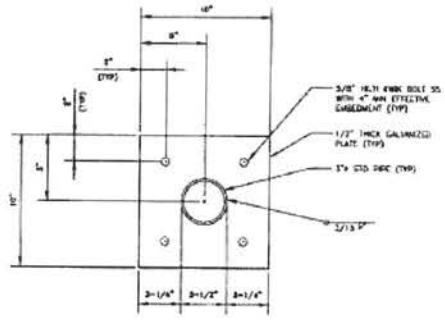
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

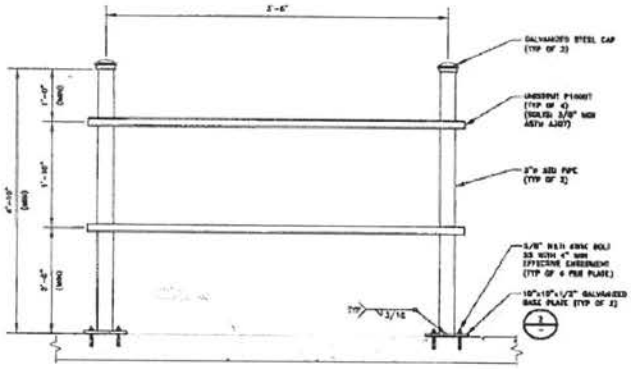
SHEET NUMBER
C5



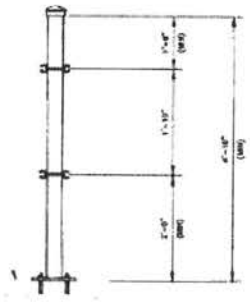
H-FRAME PLAN DETAIL | NO SCALE | 1



H-FRAME BASE PLATE DETAIL | NO SCALE | 2



H-FRAME ELEVATION DETAIL | NO SCALE | 3



H-FRAME SIDE ELEVATION DETAIL | NO SCALE | 4

verizon

8621 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8055 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO	187806
DRAWN BY	PRO
CHECKED BY	MD

REV	DATE	DESCRIPTION
B	08/26/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

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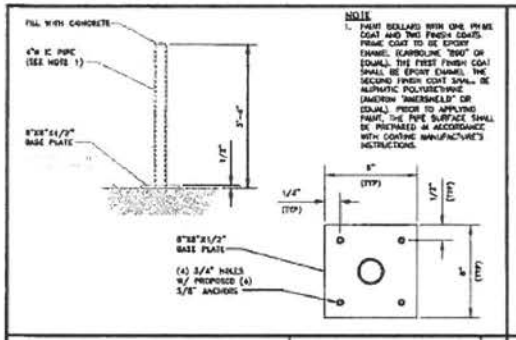
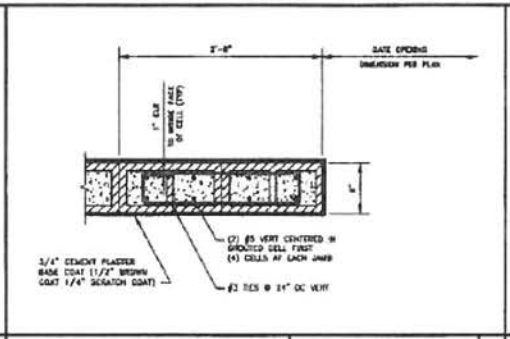
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
EQUIPMENT DETAILS

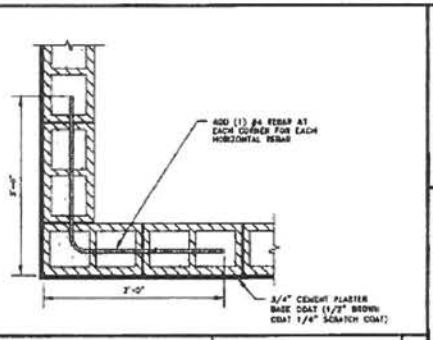
SHEET NUMBER
C6



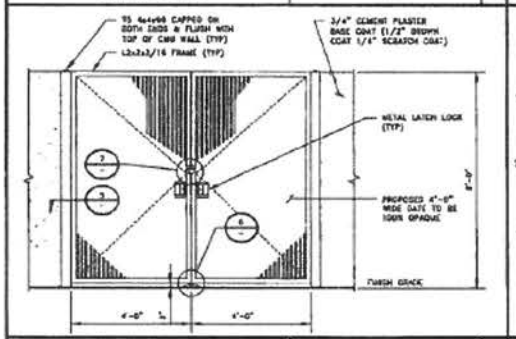
BOLLARD DETAIL | NO SCALE | 1



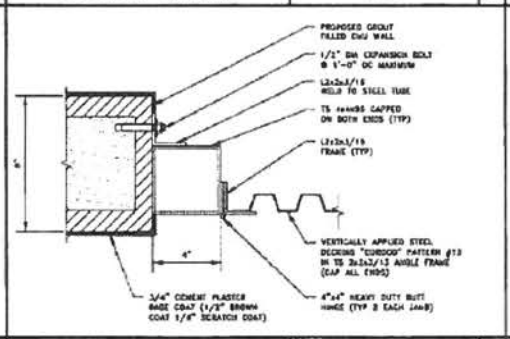
CMU JAMB AT GATE DETAIL | NO SCALE | 2



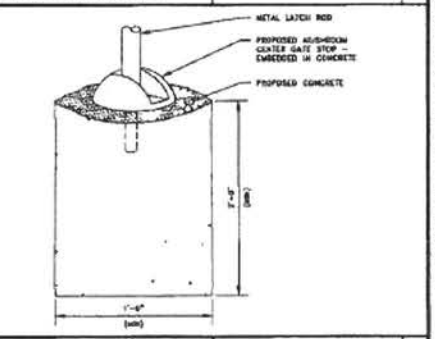
CMU FENCE CORNER DETAIL | NO SCALE | 3



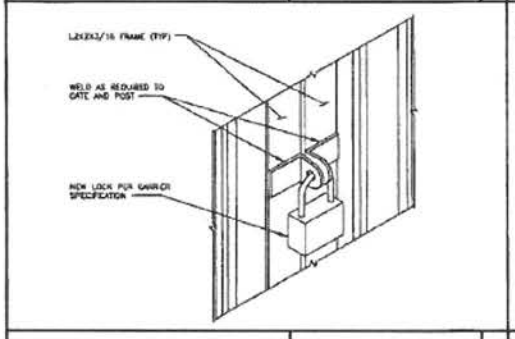
ACCESS GATE TO CMU ENCLOSURE | NO SCALE | 4



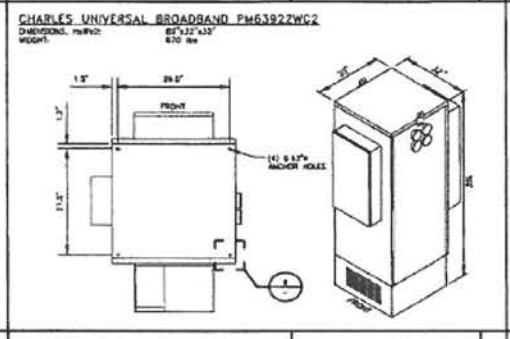
GATE JAMB AT CMU WALL | NO SCALE | 5



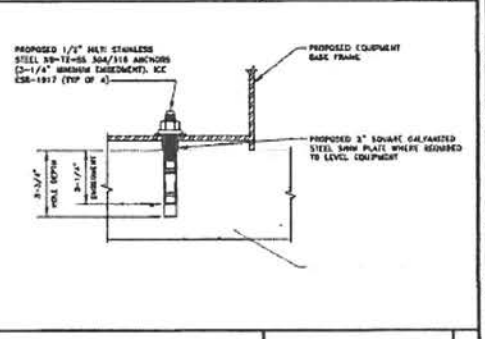
MUSHROOM CENTER GATE STOP | NO SCALE | 6



LATCH DETAIL | NO SCALE | 7



CABINET DETAIL | NO SCALE | 8



CONCRETE ANCHOR DETAIL | NO SCALE | 9

verizon

4821 DURANN NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8685 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197BM
DRAWN BY:	PBO
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	05/08/18	ISSUED FOR PERMIT
A	04/25/18	ADD CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
5/8/18

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DRAWING.

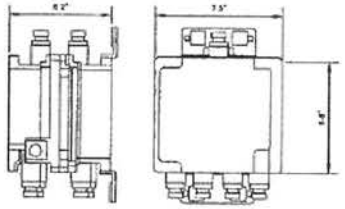
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
SITE DETAILS

SHEET NUMBER
C7

RFS FDJ85D20D4-S

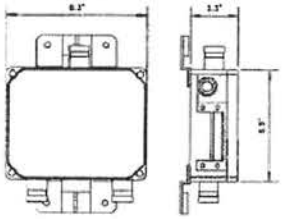
DIMENSIONS, H=W=D: 7.5"x8.8"x8.2" (191.3x172.3x157.5 mm)
WEIGHT: 11.2 lbs (5.1 kg)
RF CONNECTORS: (6) 4.3-10 FEMALE



TWIN DIPLEXER SPECIFICATIONS	NO SCALE	1
NOT USED	NO SCALE	4
NOT USED	NO SCALE	7

RFS FDA3P5002-1C-DL

DIMENSIONS, H=W=D: 6.5"x8.3"x3.3" (165x210x85 mm)
WEIGHT: 6.4 lbs (2.9 kg)
RF CONNECTORS: (3) 7/16 FEMALE



DIPLEXER SPECIFICATIONS	NO SCALE	2
NOT USED	NO SCALE	5
NOT USED	NO SCALE	8

NOT USED	NO SCALE	3
NOT USED	NO SCALE	6
NOT USED	NO SCALE	9

verizon

4521 EUBANK NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
6950 S LANDERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO.	197856
DRAWN BY:	PSO
CHECKED BY:	MD

REV	DATE	DESCRIPTION
0	08/28/18	ISSUED FOR PERMIT
A	08/22/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
8/28/18

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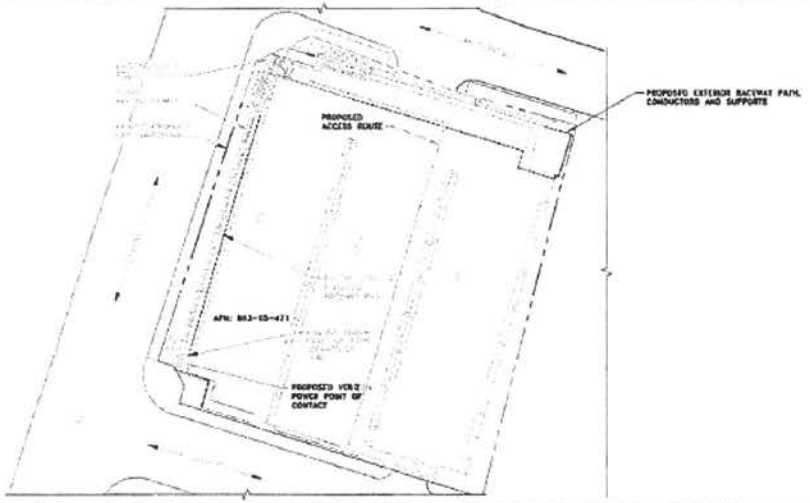
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

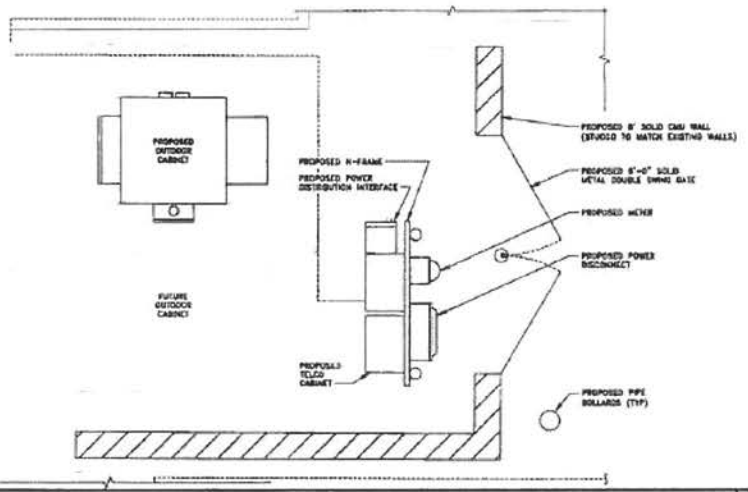
SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C8



ELECTRICAL PLAN

1" = 30'



ELECTRICAL EQUIPMENT LAYOUT

3/4" = 1'-0"

verizon

4821 ELLERBE NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S EASTERN AVENUE, SUITE 325
LAS VEGAS, NV 89123

PROJECT NO:	197808
DRAWN BY:	PBG
CHECKED BY:	MB

REV	DATE	DESCRIPTION
B	06/08/18	ISSUED FOR PERMIT
A	06/22/16	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
6/28/18

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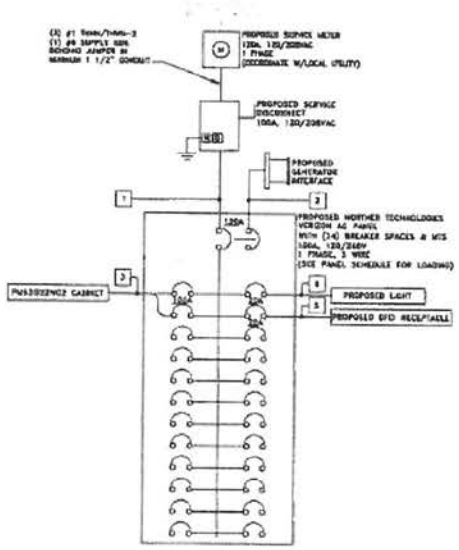
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL PLAN & ELECTRICAL EQUIPMENT LAYOUT

SHEET NUMBER
E1



ELECTRICAL AC ONE-LINE DIAGRAM | NO SCALE | 1

AC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
1	SERVICE DISCONNECT	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
2	GENERATOR INTERFACE	AC LOAD CENTER	(3) #1 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 1 1/4" CONDUIT
3	AC LOAD CENTER	PANASONIC CABINET	(3) 1/0 CU THHN/THWN-2, (1) #6 CU EGC IN MIN. 2" CONDUIT
4	AC LOAD CENTER	LIGHT	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT
5	AC LOAD CENTER	GFCI RECEPTACLE	(2) #12 CU THHN/THWN-2, (1) #12 CU EGC IN MIN. 3/4" CONDUIT

CIRCUIT SCHEDULE | NO SCALE | 2

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING DEVICES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.

NOTES | NO SCALE | 3

Site Name:	220 W. SAN FRANCISCO ST	MODEL NUMBER:	NORTHERN TECHNOLOGIES
SITE NUMBER:	NM04 - SAN FRANCISCO	PHASE:	1
VOLTAGE:	120/240 Volts AC	BUSS RATING:	225 AMPS
MAIN BREAKER:	100 AMPS		
MOUNT:	SURFACE		
ENCLOSURE TYPE:	NEMA 3R		
PANEL STATUS:	PROPOSED		

CKT	LOAD DESCRIPTION	BREAKER AMPS	BREAKER POLES	BREAKER STATUS	SERVICE LOAD VA	Demand Factor	USAGE FACTOR	PHASE A VA	PHASE B VA	USAGE FACTOR	Demand Factor	SERVICE LOAD VA	BREAKER STATUS	BREAKER POLES	BREAKER AMPS	LOAD DESCRIPTION	CKT
1	PANASONIC CABINET	100	2	NEW	5200	1.00	1.00	5400		1.00	1.00	200	NEW	1	20	LIGHT	2
3					5200	1.00	1.00		5280	1.00	1.00	180	NEW	1	20	GFCI RECEPTACLE	4
5								0									6
7									0								8
9								0									10
11									0								12
13								0									14
15									0								16
17								0									18
19									0								20
21								0									22
23									0								24
								5400	5280	VA							
								TOTAL		KVA	10.78						
										AMPS	44.92						

PANEL SCHEDULE | NO SCALE | 4

verizon

4921 ELLSWORTH NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8685 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197654
DRAWN BY:	PJW
CHECKED BY:	MS

REV	DATE	DESCRIPTION
b	05/25/18	ISSUED FOR PERMIT
a	04/23/18	90% CD

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
5/25/18

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NM4 - SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

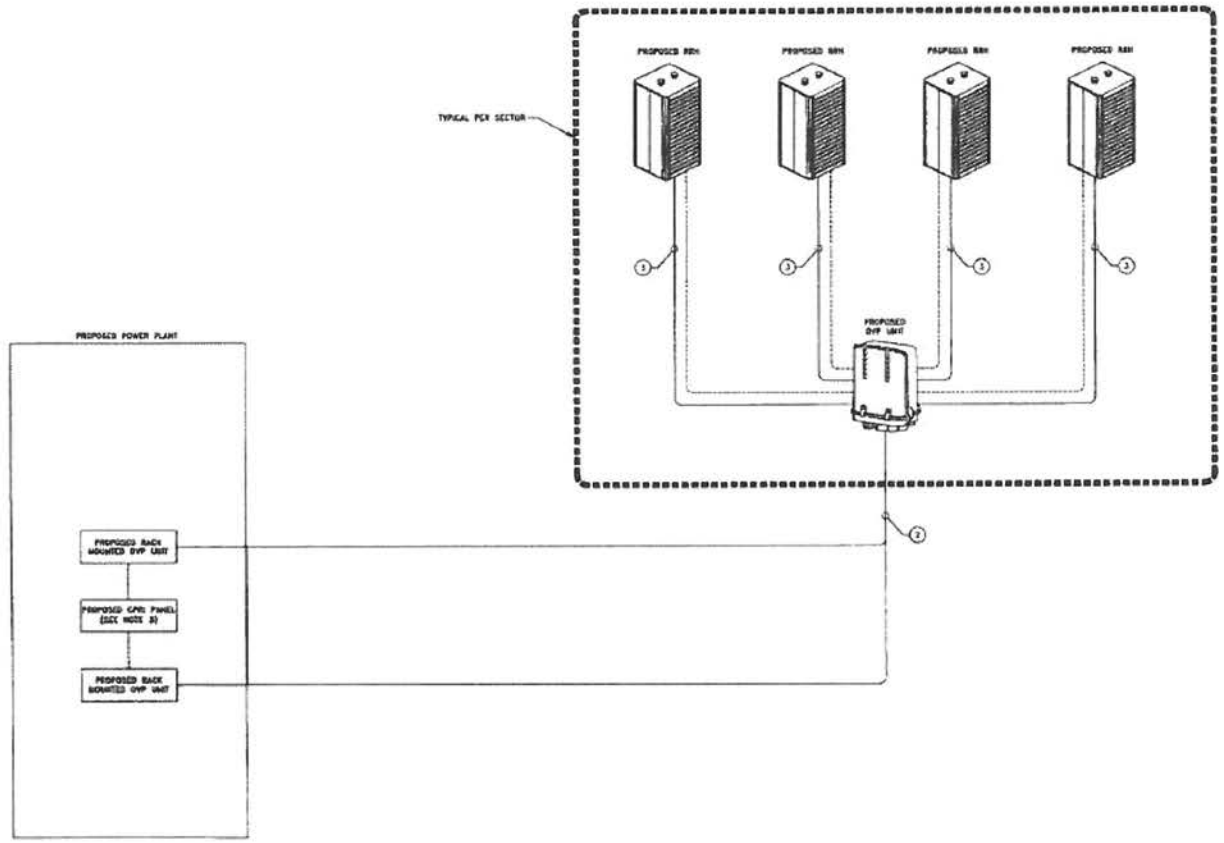
SHEET TITLE
ELECTRICAL AC ONE-LINE & SCHEDULE

SHEET NUMBER
E2

DC CIRCUIT SCHEDULE			
NO.	FROM	TO	CONFIGURATION
①	PROPOSED -48VDC DISTRIBUTION PANEL	PROPOSED RACK MOUNTED OVP UNIT	(12) 1-#10 TELEFLEX III DC CABLE
②	PROPOSED RACK MOUNTED OVP UNIT	PROPOSED OVP UNIT	(1) HYBRID FLEX CABLE
③	PROPOSED OVP UNIT	PROPOSED RRH	(3) 3-#12 (MINIMUM) THWN/THHN/XHH-1 TYPE TC-ER DC CABLE

NOTES

1. DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.
2. NON-LTE DC POWER WIRING SIZE 14 AWG TO 10 AWG SHALL BE TELEFLEX III. DC POWER WIRING 8 AWG AND LARGER SHALL BE TELEFLEX IV.
3. EXISTING FIBER CABLES TO BE ROUTED THROUGH CPRI PANEL FROM BBU



ELECTRICAL DC ONE-LINE DIAGRAM

NO SCALE

verizon

4031 ISLEMAR NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH

BLACK & VEATCH CORPORATION
8965 S. EASTERN AVENUE, SUITE 320,
LAS VEGAS, NV 89123

PROJECT NO:	197656
DRAWN BY:	PBD
CHECKED BY:	MB

REV	DATE	DESCRIPTION
0	06/28/19	ISSUED FOR PERMIT
A	08/22/19	PER CO

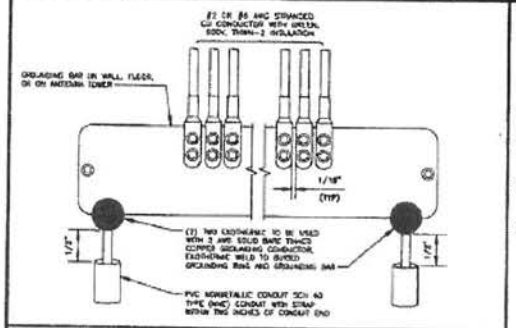
PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

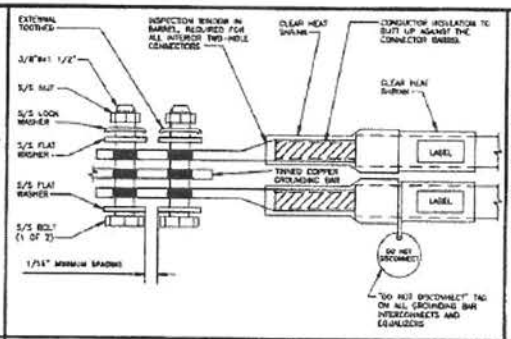
NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST.
SANTA FE, NM 87501
NSB

SHEET TITLE
ELECTRICAL DC ONE-LINE & SCHEDULE

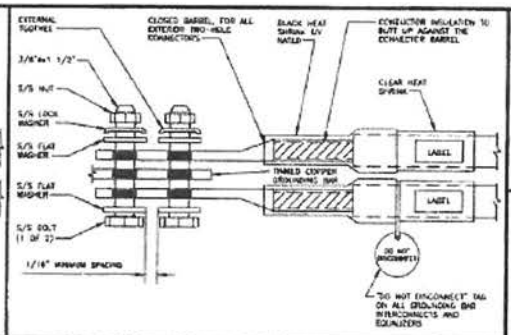
SHEET NUMBER
E3



INSTALLATION OF GROUNDING CONDUCTOR TO GROUNDING BAR | NO SCALE | 1



INTERIOR TWO HOLE LUG | NO SCALE | 2



EXTERIOR TWO HOLE LUG | NO SCALE | 3

NEWTON INSTRUMENT COMPANY, INC. BUTNER, NC			
NO	REQUIRED	PART NUMBER	DESCRIPTION
1	1	1/4"x4"x30"	SOLID GROUND BAR
2	2	A-9050	WALL MOUNTING BRACKET
3	2	3081-4	INSULATORS
4	4	3012-1	5/8"-11X1" H.H.C.S.
5	4	3015-8	5/8" LOCKWASHER

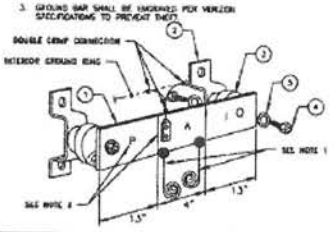
EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION

SECTION "P" – SURGE PROTECTORS
(EC) CABLE ENTRY PORTS (WATCH PLATES) (#2)
(EC) TELCO GROUND BAR (#2)
(EC) COMMERCIAL POWER COMMON NEUTRAL/GROUND BOND (#2)
(VERIZON) CELL SITE +24V POWER SUPPLY RETURN BAR (#2)
(VERIZON) CELL SITE –48V POWER SUPPLY RETURN BAR (#2)
(EC) GENERATOR FRAME/BUS (IF AVAILABLE) (#2)
(VERIZON) RECTIFIER FRAMES
(VERIZON) ANTENNA SUPPRESSION

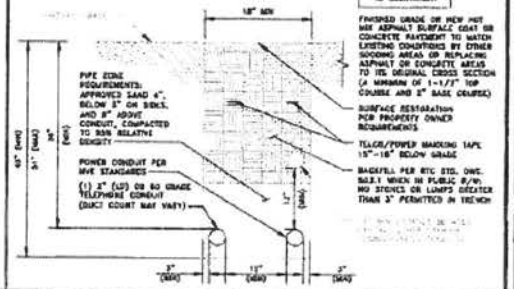
SECTION "A" – SURGE ABSORBERS
(EC) INTERIOR GROUND RING (#2)
(EC) EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING; (#2)
(EC) METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
(EC) BUILDING STEEL (IF AVAILABLE) (#2)

SECTION "I" – ISOLATED GROUNDING ZONE
(VERIZON) ALL CELL SITE COMMUNICATIONS EQUIPMENT FRAMES

DETAIL NOTES
1. EXOTHERMICALLY WELD #2 AWG BARE TINNED SOLID COPPER CONDUCTOR TO GROUND BAR. ROUTE CONDUCTOR TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD.
2. GC SHALL PERMANENTLY MARK THE LINES BETWEEN EACH SECTION AND LABEL EACH SECTION "P", "A", "I" WITH 1" HIGH LETTERS.
3. GROUND BAR SHALL BE ENGRAVED PER VERIZON SPECIFICATIONS TO PREVENT THEFT.



(MGB) REFERENCE GROUNDING BAR | NO SCALE | 4



TRENCH DETAIL PRIVATE STREET/ONSITE | NO SCALE | 5

NOT USED | NO SCALE | 6

NOT USED | NO SCALE | 7

NOT USED | NO SCALE | 8

verizon
4827 ELDORADO NE
ALBUQUERQUE, NM 87111

BLACK & VEATCH
BLACK & VEATCH CORPORATION
8868 S EASTERN AVENUE, SUITE 325,
LAS VEGAS, NV 89123

PROJECT NO:	197806
DRAWN BY:	PBO
CHECKED BY:	MB

NO	DATE	DESCRIPTION
0	08/20/18	ISSUED FOR PERMIT
A	08/27/18	SITE CO

PING JIANG
NEW MEXICO
24010
PROFESSIONAL ENGINEER
9/28/18

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NM4 – SAN FRANCISCO
VZW #: 20181747221
220 W. SAN FRANCISCO ST,
SANTA FE, NM 87501
NSB

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
E5

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2021

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	AIU Insurance Company	19399
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Cellco Partnership dba Verizon Wireless
1095 Avenue of the Americas
New York NY 10036 USA

COVERAGES **CERTIFICATE NUMBER:** 570088915256 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			1728890	06/30/2021	06/30/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
	X XCU Coverage is Included						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
B	AUTOMOBILE LIABILITY			4594298 AOS	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
B	X ANY AUTO			4594299 MA	06/30/2021	06/30/2022	BODILY INJURY (Per person)	
B	OWNED AUTOS ONLY / SCHEDULED AUTOS			4594300 VA	06/30/2021	06/30/2022	BODILY INJURY (Per accident)	
B	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			See Next Page	06/30/2021	06/30/2022	PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			16393209 AOS	06/30/2021	06/30/2022	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		16393206 CA	06/30/2021	06/30/2022	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Site Name: NM4 San Francisco, 221 W. San Francisco St., Santa Fe, NM 87501.

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe NM 87504-0909 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088915256

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AGENCY CUSTOMER ID: 570000027366

LOC #:

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Cellco Partnership dba Verizon Wireless
POLICY NUMBER: See Certificate Number: 570088915256	
CARRIER: See Certificate Number: 570088915256 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
B				4594301 NH - Primary	06/30/2021	06/30/2022		
B				4594302 NH - Excess	06/30/2021	06/30/2022		
	WORKERS COMPENSATION							
A		N/A		16393207 NY	06/30/2021	06/30/2022		
A		N/A		16393208 WI	06/30/2021	06/30/2022		
A		N/A		16393205 NJ,TX,VA	06/30/2021	06/30/2022		

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FIR No. _____

FISCAL IMPACT REPORT

General Information:

(Check) Bill:_____ Resolution: _____

Short Title(s): Amendment No.1 to Lease Agreement for Sandoval Parking Garage Antenna Site

Sponsor(s):_____Not Applicable

Reviewing Department(s): Public Works; Finance

Staff Completing FIR: Terry Lease, Asset Development Manager Date: August 25, 2021 Phone:_____

Reviewed by City Attorney:_____Date: _____

Reviewed by Finance Director:_____Date: _____

Summary:
This first amendment to a Lease Agreement between the City and Cellco Partnership (dba Verizon Wireless) authorizes Lessee's continued use the building electrical service to provide power to the Lessee's antenna facilities on the upper level of the Sandoval Parking Garage. Lessee will pay a monthly flat rate Utility Fee to the City in addition the rent payments. The Utility Fee begins at $300/month and escalates 2.5% annually along with rent escalation.

Departments Affected:
The Economic Development Business Unit will receive an additional $9,812 in FY 21 gross revenue plus and additional $82,149 over the balance of the 20-year maximum lease term.

Consequences of Not Enacting Legislation:
In the absence of the proposed amendment, the Lessee must procure, install and connect into a new, stand-alone PNM underground line extension, transformer and metered electrical service. The work is expensive, disruptive, redundant and unnecessarily complicates the as-built electrical system of the building structure.

Conflict, Duplication, Companionship or Relationship to Other Legislation
None noted.

Performance and Administrative Implications:
The monthly Utility Fee would be received and posted along with rent, thus having minimal impact on normal Finance Department operations. No other implications noted.

Fiscal Implications:
The proposed amendment increases net lease revenue by approximately $285 per month when deducting the cost of electricity usage. Over the maximum 20-year term of the lease, total lease revenue will increase by approximately $88,360 to a total of $614,472, credited to the Parking Enterprise Fund.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2022	FYE 2023	FYE 2024	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$ 0	$ 0	$ 0			N/A	$ 0
Capital Outlay	$ 0	$ 0	$ 0			N/A	$ 0
Operating	$ 180	$ 180	$ 180	N	R	51150	$ 540
Total:	$ 180	$ 180	$ 180				$ 540

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

Expenditure Narrative: The City's electricity charges would increase by approximately $180/year for the usage caused by the Lessee's antenna facilities. A Budget Adjustment Request is (a) infeasible because usage cannot be allocated precisely; and (b) unnecessary because Utility Fee revenue will offset electricity charges.

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$ 3,845	$ 3,941	$ 4,040	R	51150
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$ 3,845	$ 3,941	$ 4,040		

Revenue Narrative: The City's monthly lease revenue will increase by $300 initially, plus annual escalation. FYE 21 payments totalling $9,812 will compensate for usage through present.

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

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

1 FOR: ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contracto **CELLCO PARTNERSHIP**

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: Pay to the City **$526,111**

Termination Date: **October 31, 2038**

☑ Approved by Council Date: **October 10, 2018**

☐ or by City Manager Date: _____

Contract is fo **LEASE OF 115 SF UPPER PARKING DECK AND ASSOCIATED AIR RIGHTS AT SANDOVAL GARAGE FOR WIRELESS ANTENNA FACILITIES**

Amendment # **1 (Proposed)** to the Original Contract# **18-1098**

Increase/(Decrease) Amount $ **$91,961**

Extend Termination Date to: **N/A**

☐ Approved by Council Date: **N/A**

☐ or by City Manager Date: **N/A**

Amendment is for **Authorize Lessee's use of exisiting building metered electrical service.**

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

Amount $ **$526,111** of original Contract# **18-1098** Termination Date: **October 31, 2038**

Reason: **ORIGINAL AGREEMENT**

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Amount $_____ amendment #_____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ **526,111**

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

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

RFP ☐ _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other ☑ **PRIVATE LEASE OF REAL PROPERTY IN EXCESS OF $25,000 PER NMSA SECTION 3-54-1**

6 **Procurement History:** **ORIGINAL AGREEMENT APPROVED BY GOVERNING BODY OCTOBER 10, 2018**

Fran Dunaway
Fran Dunaway (Oct 25, 2021 08:49 MDT)

Fran Dunaway, CPO

Comments or Exceptions: Lease of property- No procurement process

7 **Funding Source:** **REVENUE - Economic Development** **BU/Line Item:** **51150.460350**

Corrected Funding: 2122800.460350

Andy Hopkins
Andy Hopkins (Oct 22, 2021 10:47 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** **TERRY LEASE, ASSET DEVELOPMENT MANAGER**

Phone # **505.629220**6

Certificate of Insurance attached. (if original Contract) ☑

☑ **Submit to City Attorney for review/signature**

☑ **Forward to Finance Director for review/signature**

☑ **Return to originating Department for Committee(s) review or forward to City Manager for review and (depending on dollar level) approval**

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for Approval for Lease Amendment No. 1 to Sandoval Parking Garage Antenna Site Lease for Verizon Communications. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Marcos Martinez, Senior Assistant City Attorney: mdmartinez@santafenm.gov, 955-6502; Rich Brown, Community and Economic Development: rdbrown@santafenm.gov, 955-6625)

Committee	**Review:**
Public Works and Utilities Committee:	09/27/21
Finance Committee:	11/01/21
Governing Body: 11/10/21	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe New Mexico
Memorandum

Date: September 21, 2021

To: Governing Body

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, PhD, AICP, Project Administrator, Senior RGM

RE: Ratification of Funding Agreements

ITEM AND ISSUE:
Requesting the Governing Body to Ratify NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and BAR the funding.

Item A: Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022. Approved by the City Manager on 09/13/2021.

Item B: Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024. Approved by the City Manager on 09/17/2021.

Item C: Approve Budget Adjustment Resolution (BAR) of $784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

BACKGROUND:
Two (2) NMDOT funding agreements needed to be amended:

1. NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022; and
2. NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024.

Although the City requested NMDOT to amend the above contracts on August 11, 2021, the City received the documents from NMDOT just a few days before Contract No. D15509 (Item A) expires; and design funding for Contract No. D18446 (Item B) can be obligated to FY22. Consequently, both contract amendments missed to be included on the Agenda of the Governing Body's regular meeting on September 8, 2021.

To avoid the risk of losing funding for these two projects, the City Manager approved the above contracts on September 13th and 17th, respectively. As per Ordinance #2020-33, Section 2-4.6.B, the City Manager has *the authority to enter agreements seeking or accepting funds of any amount, when the deadline to seek or accept the funds occurs before the deadline to include the agreement on the agenda for the governing body next regularly scheduled meeting. Such agreements shall be subject to ratification by the governing body at the next scheduled meeting for which an agenda has not yet been posted.*

ACTION REQUESTED:
To ratify amendments to NMDOT Contract Nos. D15509 and D18446 approved by the City Manager on September 13th and 17th respectively; and approve the BAR of $784,438 to complete the design plan of St. Michael's Drive-Rail Trail Underpass Project.

ATTACHMENTS:
1) Fourth Amendment to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project
2) First Amendment to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass
3) BAR (1)
4) Summary of Contracts (2)
5) Procurement Checklist (2)
6) MOA Exemption (2)

City of Santa Fe, New Mexico

memo

Date: September 17, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator, Senior

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 967,200

Term: 03/15/2022

Approved Exemption

Fran Dunaway
Fran Dunaway (Oct 17, 2021 12:58 MDT)
Fran Dunaway, Chief Procurement Officer

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100460**
CFDA No:	**20.205- Highway Planning & Construction**

FOURTH AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Fourth Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Public Entity). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Public Entity entered into an Agreement, Contract No. D15509, on March 23, 2017; and,

Whereas, Section 22 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Public Entity want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Public Entity agree as follows:

1. **Section 19, Term**, is deleted and replaced with the following:

   19. Term.
   This Agreement is effective on March 23, 2017. This Agreement terminates on **March 15, 2022**. If a contract term extension is needed, the Public Entity must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Fourth Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling Date: Sep 10, 2021
Craig C Kling (Sep 10, 2021 09:21 MDT)
Assistant General Counsel

City of Santa Fe

By: _____ Date: 9/13/2021
Jarel Lapan Hill, City Manager

ATTEST

By: _____ Date: 9/13/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney Office

By: Marcos Martinez Date: Sep 13, 2021
Marcos Martinez (Sep 13, 2021 11:54 MDT)
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 3/15/2022 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$530,600**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**The proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accomidations, new signing and striping. On Route FL4777 on Guadalupe street reconstruciton "road diet" from Agua Fria street to Paseo De Peralta.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

New Mexico DEPARTMENT OF TRANSPORTATION
MOBILITY FOR EVERYONE

September 9, 2021

Ms. Romella Glorioso-Moss
Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504

RE: Control Number: S100460

Dear Ms. Glorioso-Moss:

Enclosed for your coordination of signatures are three originals of the Cooperative Project Agreement for the project referenced above. Please return them to your Region T/LPA Coordinator. An original will be mailed to you at the time they are fully executed.

If you have any questions concerning the agreement or if I can be of further assistance, please contact me at 505-660-6102.

Sincerely,

Kimberly Perry for Sean Sandoval

Sean Sandoval
Division Director
Project Oversight Division

Concur:

Region T/LPA Coordinator

Michelle Lujan Grisham
Governor

Michael R. Sandoval
Cabinet Secretary

Commissioners

Jennifer Sandoval
Commissioner, Vice-Chairman
District 1

Bruce Ellis
Commissioner
District 2

Hilma E. Chynoweth
Commissioner
District 3

Walter G. Adams
Commissioner, Chairman
District 4

Thomas C. Taylor
Commissioner
District 5

Charles Lundstrom
Commissioner, Secretary
District 6

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt-Sanchez, District 4
JoAnne Vigil Coppler, District 4

August 11, 2021

Ms. Sharon Cruz
Tribal/Local Public Agency Coordinator
NMDOT North Region Design
1120 Cerrillos Road, PO Box 1149
Santa Fe, NM 87504

Subject: S100460 Guadalupe St. Reconstruction Cooperative Project Agreement Time Extension Request

Dear Ms. Cruz:

The City of Santa Fe ("City") is requesting a 6-month time extension to S100460 Guadalupe St. Reconstruction Cooperative Project Agreement (D15509) from September 15, 2021 to March 15, 2022. The request is necessary to complete the design phase of the project, which has been delayed due to ROW acquisition and certification process. Several ROW parcels that need to be acquired have mortgages making the process more complex and time consuming.

Attached are the Agreement Request Form and the project schedule (Gantt Chart). If you have any questions regarding this request, please contact me via e-mail at rsglorioso-moss@santafenm.gov or by phone at (505) 955-6623.

Thank you for considering our request.

Sincerely,

Romella Glorioso-Moss

Romella Glorioso-Moss, PhD, AICP
Senior Project Administrator

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Fourth Amendment to Cooperative Project Agreement - Design Work

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss	Project Administrator, Senior	09/17/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Oct 17, 2021 12:58 MDT)	Chief Procurement Officer	Oct 17, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200847

Contractor: NMDOT Cooperative Project Agreement, CN S100460 - Design Work

Description: S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/23/2017 Term End Date: 04/30/2021

☑ Approved by Council Date: 8/23/2019

Contract / Lease:

Amendment # 4 to the Original Contract / Lease # D15509

Increase/(Decrease) Amount $

Extend Termination Date to: March 15, 2022

☐ Approved by Council Date:

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition
Amendment #4: Amount: 0 Termination Date: 03/15/2022 to complete ROW acquisition

3. **Procurement History:**

Fran Delaway (Oct 17, 2021 12:58 MDT) Oct 17, 2021
Purchasing Officer Review: Date:
Comment & Exceptions: Amend # 4 to extend for 3rd year of a 4 year contract

4. **Funding Source:** 3309980 Project ST18330AS **Org / Object:** 3309980.490150/572960

Andy Hopkins (Oct 14, 2021 11:23 MDT) Oct 14, 2021 572940
Budget Officer Approval: Date:
Comment & Exceptions:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # X6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

City of Santa Fe, New Mexico
memo

Date: September 17, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Sep 21, 2021 11:39 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Project Administrator, Senior

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 1,069,437

Term: 01/25/2024

Approved Exemption

_____
Fran Dunaway, Chief Procurement Officer

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100470**
CFDA No:	**20.205- Highway Planning & Construction**

FIRST AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **First Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D18446, on February 28, 2020; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to modify funding; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 1, Project Funding and Description**, is deleted and replaced by the following:

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
2. **City's matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for DesignWork** $284,999

4. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share $620,794
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
5. **State's matching 10% share** $68,977
   For the purpose stated above.
6. **The Total Project Funding for DesignWork** $689,771

7. **FFY 2021 HWY SAFETY IMPROV PROG (HSIP) Funds**
   Department's 90% share **$85,200**
   Right of Way St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No.S100470 .)
8. **State's matching 10% share** $9,467
   For the purpose stated above.
9. **The Total Project Funding for DesignWork** $ 94,667

10. **The total Project Funding** $ 1,069,437

2. **Section 4, Term**, is deleted and replaced with the following:

   4. Term.
   This Agreement is effective on February 28, 2020. This Agreement terminates on **01/25/2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

3. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 16, 2021 16:28 MDT) Date: Sep 16, 2021
Assistant General Counsel

City of Santa Fe

By: _____ Date: 9/17/2021

ATTEST

By: _____ Date: 9/17/2021
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez (Sep 17, 2021 07:57 MDT) Date: Sep 17, 2021
Attorney

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 1/25/2024 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$949,497**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

Form No. A-110
Rev. 02/13

New Mexico DEPARTMENT OF TRANSPORTATION

Intra-Departmental Correspondence

Date: **September 14, 2021**

To: **Michael R. Sandoval, Cabinet Secretary**

From: **Alexis Perry, District 5 Liaison**

Through: **Sean Sandoval, Project Oversight Division**
Aaron Frankland, Office of General Counsel

Subject: **Cooperative Agreement for Signature**

****

This IDC shall serve as justification for the attached Cooperative Agreement for CN: S100470. Lead Agency: City of Santa Fe to St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1. The Project Oversight Division (POD) is submitting this Agreement for your review and signature.

Contact Person for the City of Santa Fe: **Romella Glorioso-Moss, Projects Administrator**
Total Dollar Amount of Agreement: $1,069,437
Expiration Date of Agreement: 01/25/2024

If you have additional questions regarding the attached agreement, please contact Jacqulynn Hurtado at 505-690-6016. Thank you.

OFFICE OF GENERAL COUNSEL CONTRACT BRIEF FORM

DATE: 9/14/2021 FROM: Jacqulynn Hurtado PHONE: 505-690-6016

CONTRACTOR: City of Santa Fe
CONTROL NO: CN S100470

___NEW CONTRACT

__AMENDMENT TO EXISTING CONTRACT
_____ Scope of Work
xx___ Additional Compensation
_xx___ Time Extension
_____ Other_____

Note: For amendments, please attach a copy of the original agreement, any previous amendments, and a copy of the RFP, if applicable.

__ EXEMPT FROM PROCUREMENT PROCESS (*University; other educational institutions; other state agency, bureau; local public bodies).*

The Office of General Counsel's policy for turn around time is ten (10) working days. Please indicate below if there are extenuating circumstances which require immediate review of this agreement.

Attorney Review Comments

The attached agreement is being returned for revisions or corrections. Please call _____ at (505) 827-5431 if you have questions.

_____ Please make corrections on pages _____

_____ I have signed the agreement with the understanding that you will make the corrections indicated on the agreement submitted for review or discussed with you.

_____ Please make corrections on pages _____ and return the marked up copy to the receptionist for further review and approval.

Other comments:

Form No. A-1343
Rev 2/19
POD

New Mexico Department of Transportation
AGREEMENT REQUEST FORM (ARF)

Control No. S100470

New Agreement _____

Amendment # 2

Tribal/Local Public Agency (T/LPA) City of Santa Fe

Address P.O. Box 909, 500 Market St., Suite 200, Santa Fe, NM 87504-0909

Contact Person Romella Glorioso-Moss Title Senior Project Administrator

Phone (505) 955-6623 Email rsglorioso-moss@santafenm.gov

069420818

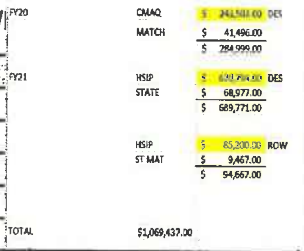
T/LPA DUNS Number: 069420818

Who Executes agreement at T/LPA (Mayor, Governor, Chairman): Mayor

Termini/ Project Description will be pulled directly from STIP database.

STIP YEAR (Design) 2020/2021 **PROPOSED WORK /**

FUNDING SOURCE	DESIGN	RIGHT OF WAY
Federal Funds	$ 933,274.00	$ 94,656.00
State Funds	$ 68,977.00	$ 9,466.00
Local Match	$ 41,496.00	$
Soft Match	$	$
Other	$	$
TOTAL AMOUNT OF		



Anticipated Begin Date 11/01/2021 Anticipated End Date 01/25/2024

What month will this project be ready to authorize Federal Funds? June 2022

You must also submit a estimated graphical project timeline (e.g., Microsoft Project, Primavera, Critical Path or Gantt chart) that provides the projected completion dates for applicable certifications for construction, right of way and design phases.

Additional Information: The original start date was delayed due to the delay in issuing the RFP. The above dates starts with the issuance of the NTP. We are on schedule. The contract will be approved by Council on Aug. 28, 2021. The PO will be approved in Sept/Oct.

T/LPA Authorized Signature Romella Glorioso-Moss Date 08/10/2021

Region T/LPA Authorized Signature Manuel Maestas Date 9/13/2021

District T/LPA Authorized Signature James Mejia Date _____

CLE T/LPA Authorized Signature Heidi Ford Date 9/14/21

By signing this Agreement Request Form, representatives are certifying the Project End Date for the requested project is true and accurate based on project scope. The Project End Date will be entered into FMIS as mandated per 2 CFR 200.309.

A project agreement **WILL NOT** be processed until this ARF is received and has all signatures.

T/LPA must submit completed Agreement Request Form and estimated project timeline to your T/LPA Region Coordinator for review.

ALL Transportation Improvement Program, 20-20.1 Amendment 2020-2024

1 Projects Listed

NMDOT ID	S100470	*MPO/TIP*	SFM 20-20.1	*Local ID*	9015.17	*Total Cost*	$4,984,999
Lead Agency	City of Santa Fe	*Contact*	City of Santa Fe 000-0000	*NMDOT*	District District 5	*County*	Santa Fe
Project Type	Safety (21)	*Air Quality*		*TCM*		*Construction*	2022 start
Project Name	St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass						
Project Limits	Point location at Milepost 1						
Description	T/LPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS						

Phase	Fund Source	Prior	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	CMAQ - FLEX (CQX)	-	$243,503	-	-	-	-	-	$243,503
PE	HWY SAFETY IMPROV PROG (HSIP)	-	-	$689,771	-	-	-	-	$689,771
PE	LOCAL GENERAL FUNDS (LGF)	-	$41,496	-	-	-	-	-	$41,496
PE	ROAD FUND (RF)	-	-	$68,977	-	-	-	-	$68,977
	Total Preliminary Engineering	-	$284,999	$758,748	-	-	-	-	$1,043,747
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	$94,656	-	-	-	-	$94,656
ROW	ROAD FUND (RF)	-	-	$9,466	-	-	-	-	$9,466
	Total Right of Way	-	-	$104,122	-	-	-	-	$104,122
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	$3,445,573	-	-	-	$3,445,573
CON	ROAD FUND (RF)	-	-	-	$391,557	-	-	-	$391,557
	Total Construction	-	-	-	$3,837,130	-	-	-	$3,837,130
	Total Programmed	**-**	**$284,999**	**$862,870**	**$3,837,130**	**-**	**-**	**-**	**$4,984,999**

*Map Has Not Been Marked

Version History

TIP Document		*MPO Approval*	*State Approval*	*FHWA Approval*	*FTA Approval*
16-08	Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05	Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14.1	Amendment 2018-2022	03/01/2019	03/18/2019	N/A	N/A
18-21.1	Amendment 2018-2022	09/09/2019	09/11/2019	N/A	N/A
20-00	Adoption 2020-2024	07/25/2019	8/27/19	9/19/19	8/27/19
20-04.1	Amendment 2020-2024	03/03/2020	03/05/2020	N/A	N/A
20-20.1	Amendment 2020-2024	06/30/2021	07/09/2021	N/A	N/A
22-00	Adoption 2022-2026	08/26/2021	08/30/2021	*Pending*	*Pending*

Current Change Reason

SCHEDULE / FUNDING / SCOPE - Change funding years within first four years of the STIP and no change to the total project cost

Project Change(s):
Changed Exempt Category
- from "" to ", , , "

Funding Change(s):
ROAD FUND (RF)
► Add funds in FFY 21 in PE for $68,977 ROW for $9,466
- Decrease funds in FFY 22 in CON from $470,000 to $391,557
HWY SAFETY IMPROV PROG (HSIP)
► Add funds in FFY 21 in PE for $689,771 ROW for $94,656
- Decrease funds in FFY 22 in CON from $4,230,000 to $3,445,573
Total project cost stays the same $4,984,999

FY20	CMAQ	$ 243,503.00	DES	
	MATCH	$ 41,496.00		
		$ 284,999.00		
FY21	HSIP	$ 620,794.00	DES	
	STATE	$ 68,977.00		
		$ 689,771.00		
	HSIP	$ 85,200.00	ROW	
	ST MAT	$ 9,467.00		$ 949,437.00
		$ 94,667.00		
TOTAL	$ 1,069,437.00			

DESIGN		
FF	$	864,237.00
CITY	$	41,496.00
STATE	$	68,977.00
	$	974,770.00

ROW		
FF	$	85,200.00
STATE	$	9,467.00
	$	94,667.00
TOTAL	$	1,069,437.00

689,771.00
76,641.22

6/3/2021 Project Report

All Transportation Improvement Program, 20-20.1 Amendment 2020-2024 — **1 Projects Listed**

NMDOT ID: 810070 | MPO/TIP: STM 20 20.1 | Local ID: 9015 17 | Total Cost: $4,904,999
Lead Agency: City of Santa Fe | County: City of Santa Fe 000 0000 | NMDOT: District District 5 | Comp: Santa Fe
Project Type: Safety (S1) | Air Quality: | TIA: | Construction: 2022 start
Project Name: St Michael's Dr Rail Trail Pedestrian Crossing/Underpass
Project Limits: Point location at Interstate 1
Description: TTLPA THE PROPOSED PROJECT IDENTIFIED THROUGH THE RSA IS THE FOLLOWING: DESIGN AND CONSTRUCT A TRAIL UNDERPASS

Phase	Fund Source	Prior	FY2020	FY2021	FY2022	FY2023	FY2024	Future	Total
PE	CMAQ - FLEX (CQ00)	-	-	$243,503	-	-	-	-	$243,503
PE	HWY SAFETY IMPROV PROG (HSIP)	-	-	$620,794	FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 620,794	-	-	-	$620,794
PE	LOCAL GENERAL FUNDS (LG01)	-	$41,496	-	-	-	-	-	$41,496
PE	ROAD FUND (RF)	-	-	$68,977	Match to correct -	-	-	-	$68,977
	Total Preliminary Engineering	-	$784,998	$759,748	TOTAL $ 620,771	-	-	-	$1,043,747
ROW	HWY SAFETY IMPROV PROG (HSIP)	-	-	$85,200	FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 85,200	-	-	-	$85,200
ROW	ROAD FUND (RF)	-	-	$9,467	Match to $ 85,467.00	-	-	-	$9,467
	Total Right of Way	-	-	$94,667	TOTAL $ 85,467	-	-	-	$94,667
CON	HWY SAFETY IMPROV PROG (HSIP)	-	-	-	$3,443,573 FLR AWARD CHANGE FORM#4 THIS AMOUNT $ 3,443,573	-	-	-	$3,443,573
CON	ROAD FUND (RF)	-	-	-	$393,553 Match to $ 393,553	-	-	-	$393,553
	Total Construction	-	-	-	$3,837,126 Total $ 3,837,126	-	-	-	$3,837,126
	Total Programmed	-	$784,998	$854,415	$3,837,126	-	-	-	$5,476,999

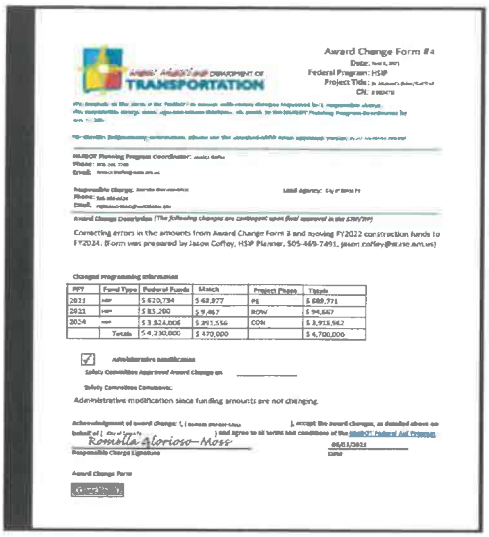
*Map Has Not Been Marked

Version History

TIP Date/Name		MPO Approval	State Approval	FHWA Approved	FTA Approved
16-08	Amendment 2016-2020	09/29/2017	09/29/2017	09/29/2017	N/A
18-05	Amendment 2018-2022	11/29/2018	12/17/2018	04/04/2019	N/A
18-14 1	Amendment 2018-2022	01/01/2019	01/18/2019	N/A	N/A
18 21 1	Amendment 2018 2022	08/08/2019	08/17/2019	N/A	N/A
20 08	Adoption 2020 2024	07/25/2019	8/7/19	9/19/19	8/22/19
20 8 1	Amendment 2020-2024	01/09/2020	04/09/2020	N/A	N/A
20 20 1	Amendment 2020-2024	Pending	Pending	N/A	N/A

Current Change Reason:
SCHEDULE / FUNDING - SCOPE - Change funding years within first four years of the RTP and no change to the total project cost

Project Change(s):



NMDOT Award Change Form #4
Date:
Federal Program: HSIP
Project Title:
CN:

Responsible Charge:
Phone:
Email:

Lead Agency: City of Santa Fe

Award Change Description (The following changes are contingent upon final approval in the STIP/TIP)

Correcting errors in the amounts from Award Change Form 3 and moving FY2022 construction funds to FY2024. (Form was prepared by Jason Coffey, HSIP Planner, 505-469-7491, jason.coffey@state.nm.us)

Changed programming information

FFY	Fund Type	Federal Funds	Match	Project Phase	Totals
2021	HSIP	$ 620,794	$ 68,977	PE	$ 689,771
2021	HSIP	$ 85,200	$ 9,467	ROW	$ 94,667
2024	HSIP	$ 3,524,006	$ 391,556	CON	$ 3,915,562
	Totals	$ 4,230,000	$ 470,000		$ 4,700,000

☑ Administrative modification

Safety Committee Approved Award Change on

Safety Committee Comments:

Administrative modification since funding amounts are not changing.

Acknowledgment of award change: I, [name printed here] on behalf of [ ], accept the award changes, as detailed above on this [ ] and agree to all terms and conditions of the NMDOT Federal Aid Program.

Rosalia Alarioso-Moss

Responsible Charge Signature

06/17/2021

Date

Award Change Form

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: First Amendment to Cooperative Project Agreement - Design Work

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Project Administrator, Senior — 09/17/2021

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

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200847

Contractor: NMDOT Cooperative Project Agreement, CN S100460 - Design Work

Description: S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: 03/23/2017 Term End Date: 04/30/2021

☑ Approved by Council Date: 8/23/2019

Contract / Lease:

Amendment # 4 to the Original Contract / Lease # D15509

Increase/(Decrease) Amount $

Extend Termination Date to: March 15, 2022

☐ Approved by Council Date:

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition
Amendment #4: Amount: 0 Termination Date: 03/15/2022 to complete ROW acquisition

3. **Procurement History:**

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** 3309980 Project ST18330AS **Org / Object:** 3309980.490150/572960 572940

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: Romella Glorioso-Moss Phone # X6623

Email: rsglorioso-moss@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

ITEM # 20-0042

Contract No.: D18446
Vendor No.: 0000054360
Control No.: S100470

COOPERATIVE PROJECT AGREEMENT – DESIGN

The **New Mexico Department of Transportation** (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100470 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Design Work is as follows:

1. **FFY 2020 CONGESTION MITIGATION/AIR QUALITY-MAND(CMAQ) Funds Department's 85.44% share** $243,503
   St. Michael's Dr. Rail Trail Pedestrian Crossing/Underpass Point location at Milepost 1.(Description as per STIP database, this agreement only pertains to the Design Work portion of Project Control No. S100470.)
2. City**'s matching 14.56% share** $41,496
   For the purpose stated above.
3. **The Total Project Funding for Design Work** $284,999

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.
c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.
d. The Local Agency is responsible for all Project costs that exceed federal funding.
e. The Local Agency must repay certain federal funding to the Department if:
   1. The Project is cancelled.
   2. An audit determines an overpayment or federal funds were used for ineligible cost items.
   3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.
   4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

   The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with the terms and conditions as set forth in:

a. Title 23, U.S. Code Highways and its associated regulations
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
c. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
d. 49 CFR Part 20, Lobbying Certification
e. The Department's policies and standards
f. The current Tribal/Local Government Handbook located at: http://dot.state.nm.us/content/dam/nmdot/TLPA/TLPA_Handbook_Final_Version_3-4-2019.pdf
g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.
This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on 3/31/2022. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.
The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.
This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.
Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.
This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.
The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator
Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: 505-660-3541
E-mail: sharonr.cruz@state.nm.us

District T/LPA Coordinator
Paul Brasher
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: 505-469-2194
E-mail: paul.brasher@state.nm.us

Construction Liaison Engineer
Sherman Peterson
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, New Mexico
Office: 505-321-8380
E-mail: sherman.peterson@state.nm.us

Local Agency
John Romero
Engineer Supervisor
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6672
E-mail: jjromero1@ci.santa-fe.nm.us

12. Amendment.
The terms of this Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 2/28/20
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chavez Date: 10-31-19
Assistant General Counsel

CITY OF SANTA FE

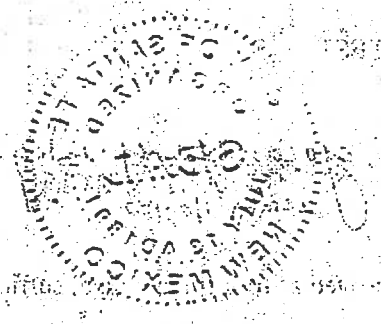
By: _____ Date: 2/3/20
Mayor

ATTEST

By: Yolanda Y. Vigil Date: 2-4-20
CITY OF SANTA FE Clerk
ccmtg 1/29/20

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: 11/12/19
CITY OF SANTA FE Attorney



APPROVED:

MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: 1/30/20

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 3/31/2022 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	$243,503
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit
23 CFR 200, Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than $750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).
The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publically available website with searchable information on each federal grant and contract over $25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Data Universal Number System (DUNS) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- DUNS number of the Local Agency and its parent organization, if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds $25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review
The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally-funded project:

1. **Inspector General Reviews**: Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees**: With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General

appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:

a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

S100470 AM#1 DESIGN AGREEMENT

Final Audit Report 2021-09-14

Created:	2021-09-14
By:	Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHcQAFNMuxctJ9IvvJ9po8rC9Pvs-mQ5J

"S100470 AM#1 DESIGN AGREEMENT" History

Document created by Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
2021-09-14 - 5:26:49 PM GMT- IP address: 164.64.74.20

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-14 - 5:27:43 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-14 - 5:34:46 PM GMT- IP address: 104.47.64.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-14 - 5:45:04 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-14 - 5:45:04 PM GMT

Adobe Sign

S100470 AM#1 DESIGN AGREEMENT 9.16.2021

Final Audit Report 2021-09-16

Created:	2021-09-16
By:	Jacqulynn Hurtado (jacqulynn.hurtado@state.nm.us)
Status:	Signed
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"S100470 AM#1 DESIGN AGREEMENT 9.16.2021" History

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2021-09-16 - 10:16:09 PM GMT- IP address: 104.47.65.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-16 - 10:28:32 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-16 - 10:28:32 PM GMT

Adobe Sign

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/ Roadway and Trails	09/17/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	ENG18330E	784,438	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NMDOT	3309980	490150	ENG18330E	(784,438)	
				$ -	$ -

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

To budget for St. Michael's Dr-Rail Trail Underpass additional Federal funding administered through NMDOT to complete engineering design of the project.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Romella Glorioso-Moss 09/17/21
Prepared By *{print name}* Date

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

Andy Hopkins (Oct 14, 2021 11:23 MDT) Oct 14, 2021
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Regina Wheeler (Sep 21, 2021 11:39 MDT)
Department Director Signature Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request the Approval of NMDOT Funding Agreements as Per Ordinance #2020-33, Section 2-4.6.B and Budget Amendment Resolution funding. (Romella Glorioso-Moss, PW Project Administrator Sr. rglorioso-moss@santafenm.gov; 955-6623)

1) Ratify Contract Amendments to NMDOT Contract No. D15509, Project No. S100460 Guadalupe St. Reconstruction Project extending termination date from 09/15/2021 to 03/15/2022. Approved by the City Manager on 09/13/2021.

2) Ratify Contract Amendments to NMDOT Contract No. D18446, Project No. S100470 St. Michael's Drive/Rail Trail Underpass increasing design funding from $284,999 to $1,069,437; and extending termination date from 03/31/2022 to 01/25/2024. Approved by the City Manager on 09/17/2021.

3) Approve Budget Adjustment Resolution (BAR) of $784,438 to Project ID# ENG18330E; Org./Obj. 3309980.572960.

Committee	**Review:**
Finance Committee	– 11/01/2021
Public Works & Utilities Committee	– 11/08/2021
Governing Body	– 11/10/2021

FINANCE COMMITTEE ACTION:
Move forward with No Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

DATE: **October 27, 2020**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director MM
Fran Dunaway, Chief Procurement Officer

FROM: **Bradley Fluetsch, CFA, Planning and Investment Officer** BjF

ITEM AND ISSUE:
RFP# 21/33/P - Workers Comp & General Liability TPA Services in the amount of $768,434.23 for Workers Compensation and General Liability third party administrative services.

Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

Request for approval of this Professional Service Agreement in the total amount of $768,434.23 for third party administrative services of the City's Workers Compensation and General Liability self-insured programs; CCMSI.

BACKGROUND AND SUMMARY:
The City of Santa Fe runs a self-insurance program for both Workers Compensation and General Liability. The City contracts for "Third Party Administration" of claims filed against the City under both programs. The TPA accepts claims, investigates the circumstance, adjudicates and finally resolves claim. If the claim exceeds the City's self-insurance retention limit, the claims is passed to the General Liability carrier. If the claim cannot be resolved by the TPA, typically a lawsuit is filed. TPA works with both General Liability insurance carrier or the City Attorney's Office in order to resolve all claims.

PROCUREMENT METHOD:
Procurement for this for this Professional Service Contract was by RFP 21/33/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3201698.

FUNDING SOURCE:
This is where you identify the funding source. Please include the Fund Name and the Fund Number, the Munis Org Name and the Org Number, and the Munis Object Name and the Munis Object Number. For example:

The funding source is:
Fund Name/Number: Risk Management/ Fund 600 and Workers Compensation Fund/Fund 610
Munis Org Name/Number: Risk Management/6001750 and Workers Compensation/6100231
Munis Object Name/Number: Gen Liability-Third Party Admin/555300 and Professionals Services 510300

ACTION REQUESTED:
The Finance Department respectfully requests your review and approval.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Cannon Cochran Management Services, Inc**, (CCMSI) hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
The Contractor shall perform the following work:

A. Self-insured Workers' Compensation Claims Administration.

1) Review all claim and loss reports received from City during the term of this Agreement and process each claim or loss report in accordance with applicable statutory and administrative regulations.
2) Conduct an investigation of each reported claim or loss under subparagraph (1) above (hereinafter referred to as a "qualified claim or loss") to the extent deemed necessary by Contractor in the performance of its obligations hereunder.
3) Arrange for independent investigators or medical or other experts to the extent deemed necessary by Contractor in connection with processing any qualified claim or loss.
4) Pay medical and death benefits, temporary and permanent disability compensation and other losses and expenses, but only if in the sole judgment of Contractor, such payment would be prudent for the City and the anticipated amount thereof does not exceed the limit specified or the City specifically approves or directs such action in writing.
5) Perform reasonable and necessary administrative and clerical work in connection with qualified claims or losses including the preparation of checks bearing the name of City and drawn on the account or accounts established pursuant to paragraph 2(D) below.
6) Maintain a file for each qualified claim or loss which shall become the property of City and which shall be available for review by the City at any reasonable time.
7) Notify excess insurers of all qualified claims or losses with values that may exceed the City's retention, providing such insurers with necessary information on the current status of those claims or losses, unless relieved of this obligation by the City, pursuant to paragraph 2(A) below.
8) The Contractor's control supervisor shall review all open claims, at least monthly to make certain that claims and expense reserves are accurately set at the ultimate expected cost (no step reserving).

9) The Contractor shall assist the City Attorney with selection of counsel to defend qualified claims or losses, if requested by the City.
10) The Contractor shall assist the City's counsel, if requested, in preparing the defense of litigated cases, negotiating settlements and pursuing subrogation or contribution actions.
11) In the event of a fatality resulting from an on-the-job injury, personal contact with the family is required as soon as possible to explain benefits.
12) Personal contact with the claimant or claimant's family is required within 24 hours of receipt of a claim indicating an injury requiring hospitalization or immediate surgery.
13) All indemnity lost time claims shall be handled to conclusion by the same adjuster. The control supervisor may assign lost time claims to a telephone claims representative if the injury has stabilized and is of a type which requires a long term rehabilitation or healing process (or for other good reason with which is documented in the file).
14) In person statements are required from every claimant receiving weekly benefits or settlements. Telephonically recorded statements are acceptable in unusual circumstances.
15) Medical only claims will be handled by the control office, however, if a medical only claim develops into a lost time injury, the case will be reassigned to a lost time adjuster. The control supervisor may alter this procedure if warranted but must indicate the exceptional reason in the claim file. Copies of correspondence indicating status of claim must be provided to the city claims administrator.
16) Monitor the treatment programs recommended for employees by physicians, specialists and other health care providers by reviewing all reports prepared by them and maintaining such contact with these providers as may be appropriate in the sole judgment of the Contractor.
17) As the City directs, assist in interpreting medical reports to consider the circumstances under which an ill or injured employee could return to work in the shortest period of time.
18) Assist the City in arranging for rehabilitation or retraining of employees in appropriate cases.
19) Maintain a current estimate of the expected total cost of each qualified claim or loss that considers indemnity, medical and expense components and is based on facts known at the estimation date, but is not trended or actuarially developed.
20) Utilize computer programs to furnish to the City selected loss and information reports either monthly, quarterly or annually which are entitled:
    i. Composite claim summary, with graphs by division yearly and monthly
    ii. Accident trend report, with graphs by division monthly
    iii. Loss analysis report, with graphs by division monthly
    iv. State reports, as needed
    v. Accumulated report monthly
    vi. Injury codes to identify body part and type
    vii. Number system of claims to identify type
    viii. Program access City staff
    ix. Indexing

x. Check register monthly

These reports shall contain such information as incident date, condensed incident description, department, other identifiers, payments made, estimated future costs and total expected costs of claims or losses, as well as summary and other data deemed relevant by the Contractor, but not IBNR (incurred but not reported) claims or actuarially developed loss values.

21. Annually report federal, state and local 1099 information under the City's tax identification numbers, when the City has provided all required IRS authorizations, for vendor payments issued by the Contractor on bank accounts owned by the City, but not for payment authorizations when the Contractor does not issue the checks.

21) Provide narrative reports of major or litigated claims, if requested by the City.

22) Provide claim forms and other forms believed by the Contractor to be appropriate for the efficient operation of the self-insurance program.

23) Return to the City all claim files upon termination of the contract at the City's expense.

B. Medical Control:

1) The control supervisor shall establish reasonable and customary fees negotiated with providers for service to employees including doctor visits, therapy and other injury related costs. The control supervisor shall direct all appointments after work hours when possible in accordance with the New Mexico Workers' Compensation Act.

2) Assist the City, where State rules and regulations permit, in the selection of a panel of physicians or other providers of health care to initially treat employees and a panel of medical specialists to provide long-term or specialty care.

3) Consult with the City in order to develop ways of using medical facilities and providers more effectively.

C. Employee Consulting:

1) As the City directs, provide information to ill or injured employees regarding the benefits available under the self-insurance program and counsel any such employees who wish to obtain the assistance of third parties in dealing with problems arising out of work-related illnesses or injuries.

2) If the City requests, consult with employee groups in regard to specific aspects of the self-insurance program.

3) Assist the City in developing policies and procedures to ensure that an employee's return to work or reassignment is consistent with any findings of an appropriate state administrative agency.

D. Program Development, upon the City's request:

1) Consult with the City on the establishment and coordination of necessary procedures and practices to meet any applicable state requirements and the needs of the City.

2) Participate in the orientation of the City's personnel who are directly or indirectly involved in the processing of qualified claims or losses.

3) Provide information on changes or proposed changes in certain legislation, regulations or rules affecting the responsibility of the City.

4) Review the development of the self-insurance program periodically with representatives of the City in order to identify problems and recommend corrective action.

E. Contractor shall furnish appropriate renewal application forms and, upon the City's written request, shall file all periodic reports and renewal applications required by state administrative agencies to maintain the City's self-insurance program.

F. Contractor shall not provide any risk control services.

G. Contractor may subcontract to its affiliated corporations various services to be provided under this agreement. It is understood, however, that Contractor will be responsible for the performance of all services to be provided to the City hereunder in accordance with this agreement, including any subcontracted services.

H. Claim Administration.

1) Claim Management and Administration. In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.

2) Claim Settlement. CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.

3) Claim Reserves. CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.

4) Allocated Claim Expenses. CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:

(a) Independent medical examinations of claimants;

(b) Managed care expenses, which include the services provided by comp me TM, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;

(c) Fraud detection expenses, such as surveillance, which include the services provided by fire, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;

(d) Attorneys, experts and special process servers;

(e) Court costs, fees, interest and expenses;

(f) Depositions, court reporters and recorded statements;

(g) Independent adjusters and appraisers;

(h) Index bureau and OFAC (Office of Foreign Assets Control) Charges;

(i) MMSEA/SCHIP compliance charges;

(j) Electronic Data Interchanges, EDI, charges if required by

State law;
(k) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
(I) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
(m) Police, weather and fire report charges that are related to claims being administered under Client's program;
(n) Charges associated with accident reconstruction, cause and origin investigations, etc.;
(o) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
(p) Charges associated with Medicare Set-Aside Allocations;
(q) Other expenses normally recognized as ALAE by industry standards.
I. Subrogation. CCMSI will monitor claims for subrogation
J. Provision of Reports. CCMSI agrees to provide reports to the Client as upon request.
K. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties.
L. Managed Care Services. CCMSI will provide the Client with managed care services (Comp MC) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit "A".

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed $768,434.23), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $64,836.64 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($833,270.87). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred eighty three thousand six hundred seventy six dollars and fifty six cents ($183,676.56) for FY 2021-2022

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred eighty nine thousand one hundred eighty six dollars and eighty six cents ($189,186.86) for FY 2022-2023

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of one hundred ninety four thousand eight hundred sixty two dollars and forty seven cents ($194,862.47) for FY 2023-2024

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of two hundred thousand seven hundred and eight dollars and thirty four cents ($200,708.34) for FY 2024-2025,

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party;

provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. **Subcontracting.**

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

9. **Release.**

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. **Confidentiality.**

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

11. **Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. **Conflict of Interest; Governmental Conduct Act.**

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

section.

13. **Amendment.**

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. **Entire Agreement.**

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. **Penalties for violation of law.**

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

16. **Equal Opportunity Compliance.**

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

17. **Applicable Law.**

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

18. **Workers Compensation.**

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. **Professional Liability Insurance**.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. **Other Insurance**

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

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

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

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

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

21. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. **New Mexico Tort Claims Act**

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

24. **Invalid Term or Condition.**

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

25. **Enforcement of Agreement.**

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

26. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Bradley Fluetsch, CFA, Planning and Investment Officer
P.O. Box 909
Santa Fe, NM 87504
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

To the Contractor:
Cannon Cochran Management Service Inc. (CCMSI)
Courtney Barela, Account Manager
5700 Pasadena Ave Suite 102
Albuquerque, NM 87113
(O) 505-837-8738
cbarela@ccmsi.com

27. **Authority.**

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
CCMSI

Rodney J. Golden
RODNEY J. GOLDEN
Chief Operating Officer
DATE: 10/28/21
CRS# 02-498336-00-5

Registration # 1200046454

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Oct 25, 2021 08:22 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
GL-6001750.555300
WC-6100231.510300 AJH
AJH
Org. Name/Org#.

Cost Proposal to:



The City of Santa Fe

AND Risk Management & Safety
Workers Compensation & General Liability TPA Services

RFP# 21/33/P

Cannon Cochran Management Services, Inc.
4300 San Mateo, NE, Suite A300
Albuquerque, NM 87110
Phone: 505-837-8700
800-635-0679
Fax: 505-888-6794

Contact: Louise Carpenter, Regional Claims Manager
lcarpenter@ccmsi.com

May 2021

CCMSI®

www.ccmsi.com

APPENDIX C COST RESPONSE FORM

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation,training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: July 1, 2021 thru June 30, 2022 Price:$ 183,676.56 (See below for breakdown)

Option Year 2: July 1, 2022 thru June 30, 2023 Price:$ 189,186.86 (See below for breakdown)

Option Year 3: July 1, 2023 thru June 30, 2024 Price:$ 194,862.47 (See below for breakdown)

Option Year 4: July 1, 2024 thru June 30, 2025 Price:$ 200,708.34 (See below for breakdown)

Fixed Fee Information	**Year 1**	**Year 2**	**Year 3**	**Year 4**
Fixed Fee Annual Amount	$183,676.56	$189,186.86	$194,862.47	$200,708.34
Fixed Fee Per Month Rate	$15,306.38	$15,765.57	$16,238.54	$16,725.70
Monthly Rate Fee for WC/GL	$4591.91-WC $10714.47-GL	$4729.67-WC $11035.90-GL	$4871.56-WC $11366.98-GL	$5017.71-WC $11707.99-GL
Split Determination	30%-WC, 70%-GL	30%-WC, 70%-GL	30%-WC, 70%-GL	30%-WC, 70%-GL

Per Claim Billing Info				
Index	$12.30	$12.30	$12.30	$12.30
EDI First Submission	$10.00	$10.00	$10.00	$10.00
EDI Subsequent Submissions	$5.00	$5.00	$5.00	$5.00
CMS (Medicare)	$25.00	$25.00	$25.00	$25.00
NCM Per Hourly Rate	$85.00	$85.00	$85.00	$85.00
NCM Mileage	Per Gov Rate	Per Gov Rate	Per Gov Rate	Per Gov Rate
NCM Expenses	Actual	Actual	Actual	Actual
Vendor Case Management	ALE	ALE	ALE	ALE
Bill Review Fee	$7.50 per bill	$7.50 per bill	$7.50 per bill	$7.50 per bill
Bill State Reporting Fee	$1.50 per reportable bill	$1.50 per reportable bill	$1.50 per reportable bill	$1.50 per reportable bill
Bill Review Savings	30%	30%	30%	30%
PBM Savings	30%	30%	30%	30%
Subrogation	25% of Recovery	25% of Recovery	25% of Recovery	25% of Recovery
SIU	ALE	ALE	ALE	ALE
Clear/Legal X	See Below	See Below	See Below	See Below
Special Reports	$125 per hour	$125 per hour	$125 per hour	$125 per hour

Plus Gross Receipts Tax

SCHEDULE OF CLEAR SERVICES AND FEES

Service	Description	Service Fee
Legal Bill Review / Audit Services	Review and audit all legal invoices submitted by Client-approved law firms for adjudication in compliance with Client's Defense Counsel Billing Guidelines and Generally Accepted Legal Billing Principles.	**PAID TO BOTTOMLINE TECHNOLOGIES, INC.** 1.95% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).
Management Fee for administration of Legal Bill Review Program, administration and integration of data reporting and data transfer, development and delivery of Performance Reports, and maintenance of technology interface	Integration and interface of legal bill review / audit software with CCMSI's claim system necessary to review and adjudicate legal invoices electronically. Periodic standard reports will be developed and produced summarizing Program's overall savings results. Metrics will be applied to analyze the overall performance of law firms. A Bill Analysis Report (BAR) will be generated for each legal invoice reviewed. The BAR will be included with each check to the appropriate law firm and include details and supporting documentation for any deductions applied to the original billing.	**PAID TO CCMSI** 0.25% of the gross monetary total of each invoice submitted and audited (inclusive of law firm fees, costs and disbursements).

Note: Fees relative to legal bill review services will appear on the transaction register payable to "CLEAR", CCMSI's proprietary legal bill review program.

Guarantee: If Legal Bill Review savings achieved for Client is less than the 2.20% total service fee incurred on an annual basis, the Client will be refunded the difference between the service fee incurred and the amount actually saved on invoices. Therefore, service fees will never exceed the savings achieved for Client on an annual basis. Bottomline Technologies, Inc. and CCMSI service fees are paid as ALAE to the applicable claim file as described in section B. 1.(d)17) of this Agreement.

CCMSHOL-01 SSHOCK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/4/2021

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

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

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: PHONE (A/C, No, Ext): (312) 595-6200 FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED CCMSI Holdings, Inc 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : Contractors Bonding and Insurance Company	37206
	INSURER D : Great American E & S Insurance Company	37532
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6079556217	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6079556220	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6079556248	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		6079556234	11/17/2020	11/17/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	E&O			TER2861265	7/31/2021	7/31/2022	SIR $150,000	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are included as Additional Insured with respect to General Liability when required by written Contract:
1. City of Santa Fe

CERTIFICATE HOLDER

City of Santa Fe
ATTN: Risk Management
PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CCMSHOL-01 LCOZAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/30/2021

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

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

PRODUCER Mesirow Insurance Services, Inc. 353 N Clark St 11th Floor Chicago, IL 60654	CONTACT NAME: Samantha Shock PHONE (A/C, No, Ext): (312) 837-4403 FAX (A/C, No): E-MAIL ADDRESS: Samantha.Shock@alliant.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : AXIS Insurance Company	37273
INSURED CCMSI Holdings, Inc. 2 East Main Street, Suite 208 Towne Centre Building Danville, IL 61832	INSURER B : Lloyd's of London	00000
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Primary Cyber Liab			P-001-000013265-04	11/17/2020	11/17/2021	Limit	10,000,000
B	Excess Cyber Liab			ESJ0223589255	11/17/2020	11/17/2021	over Primary Cyber	10,000,000

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

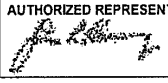
CERTIFICATE HOLDER

CCMSI Holdings, Inc.
2 East Main Street, Suite 208
Towne Centre Building
Danville, IL 61832

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: CCMSI
DBA: CCMSI

Business Location: 5700 PASADENA AVE NE 102
ALBUQUERQUE, NM 87113

CRS Number: 0249833600 5

Owner: CCMSI

License Number: 222022

License Type: Business License - Renewable

Issued Date: May 09, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: May 09, 2022

Fees Paid: $10.00

CCMSI
5700 PASADENA AVE NE 102
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
Summary of Contracts, Agreements, & Amendments

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

1 **FOR:** ORIGINAL CONTRACT ◯ or CONTRACT AMENDMENT ◯

2 Name of Contractor Cannon Cochran Management Services, Inc.

3 Complete information requested

◉ Plus GRT

◯ Inclusive of GRT

Original Contract Amount: $833,270.85

Termination Date: 06-30-2025

◯ Approved by Council Date: _____

◯ or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

◯ Approved by Council _____

◯ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☐ Inclusive of GRT

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

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

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

RFP# 21/33/P Date: 10/25/2021

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** First year of 4 year contract

example: (First year of 4 year contract)

Yodel M. Catanach
Yodel M. Catanach (Oct 29, 2021 13:45 MDT)

Purchasing Officer Review

Comments or Exceptions: RFP 21/33/P

7 **Funding Source:** Gen-Liab-Third Party Admin & Professinal Services **Org/Obj** 60001750.555300 & 6100231.510300

Andy Hopkins
Andy Hopkins (Oct 29, 2021 09:59 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melanie Lovato

Phone # 505-490-1693

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cannon Cochran Management Services, Inc

Procurement Title: _____

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ *Contract Extension* ___

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

Department Requesting Finance Staff Name Melanie Lovato/Brad Fluetsch

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒ X	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	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 Lovato	Risk Analyst	10/25/21
Department Rep Printed Name (attesting that all information included)	Title	Date
Yodel M. Catanach Yodel M. Catanach (Oct 29, 2021 13:45 MDT)	Chief Procurement Officer	Oct 29, 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.

*

DATE: September 28, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Melanie Lovato, Procurement Manager
Risk and Safety

SUBJECT: Evaluation Committee Report, Workers Compensation General Liability TPA RFP # 21/33/P

In accordance with the Request for Proposals for Workers Compensation General Liability TPA issued May 6, 2021, two responses were submitted from the following Offerors: CCMSI and CorVel and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Brad Fluetsch, City of Santa Fe
Barbara Lujan, City of Santa Fe
Chris Ryan, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- June 2, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- June 08, 2021: Evaluation Committee met to score proposals for CCMSI and CorVel

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

		CCMSI	CorVel
Offeror Points		**200**	**200**

Specifications:

Offeror must:

a) provide a brief description of relevant corporate experience with city or state government and private sector. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of workers compensation and general liability claim adjuster/servicer on behalf of the City. All workers compensation and general liability claim adjuster/servicers that are provided to private sector will also be considered;

b) provide a brief resume of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the primary point of contact, the lead adjuster, client relation contact for both workers compensation and general liability if different. Offeror must include key personnel education, work experience, relevant certifications/licenses, and special training.

c) describe at least two claims, and the process that was followed, with difficult results and how the claim was successfully resolved in the interest of the client.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the Offeror's response. CCMSI provided a thorough description of what was requested, relevant corporate experience with City or State government and private sector.

CorVel

The Evaluation Committee awarded CorVel 200 points based on the Offeror's response. Short work relations on references. References did not state work comp general liability third party administrative services.

Section IV.B.2, Organizational References (200 Total Points)

	CCMSI	CorVel
Offeror Points	**100**	**60**

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients in the state of New Mexico within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;

b) Project description;

c) Project dates (starting and ending);

d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX E, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX E. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show

positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

CCMSI

The Evaluation Committee awarded CCMSI 100 points based on the Offeror's response. CCMSI had three of the requested references respond therefor they were awarded 100 points however the references supplied were positive and similar services of scope.

CorVel

The Evaluation Committee awarded CorVel 60 points based on the Offeror's response. CorVel has received the requested references however the references were short and not related to all the required scope of work.

Section IV.B.3, MANDATORY SPECIFICATIONS (400 Total Points)

	CCMSI	CorVel
Offeror Points	**200**	**100**

Evaluation Factors:

The City cannot represent more than five percent of total claims processed, annually. Scoring Criteria. Firms less than five percent will score a total of 100 and every one percent above five percent is a deduction of five points.

The City's prior loss runs be incorporated in data set. Scoring Criteria. Firms that can incorporate 100 percent of the data will be awarded 100 points. If zero loss run data can be incorporated the firm will receive no points.

The City would like a comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. Scoring Criteria: There are various scenarios that appear better or worse and the 100 points will be allocated accordingly.

The City would like a comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category. 100 points will be allocated relative to other Offerors.

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the Offeror's response. The committee could not find data in CCMSI response for the comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. There also was not any comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category.

CorVel

The Evaluation Committee awarded CorVel 100 points based on the Offeror's response.CorVel cannot incorporate the City's data loss runs. The committee could not find data in CorVel response for the comparison of claim resolutions, total claims made, percent denied, percent paid, percent that went to lawsuit. There also was not any comparison of total claims made by category (Workers Comp, General Liability) verses total claims paid by category.

Section IV. C, Business Specifications

Section IV.C.1, Financial Stability (See Table 1)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report).

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Letter of Transmittal (Pass/Fail)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

Letter of Transmittal Form

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	CCMSI	CorVel
Pass/Fail	**Pass**	**Pass**

Specifications:

Criteria 6: Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.4, Oral Presentation (100 Total Points)

	CCMSI	CorVel
Offeror Points	**100**	**100**

Evaluation Factors:

Points will be awarded based on the quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposed staff. Prior to Oral Presentation, Agency will provide the Offeror a presentation agenda. (If no Oral Presentations are held all Offerors will receive the maximum amount of total points for this Evaluation Factor).

Evaluation Committee did not require an Oral Presentation therefore both Offerors received the total points for this category.

Section IV.C.5, Costs (200 Total Points)

	CCMSI	CorVel
Offeror Points	**200**	**0**

Specifications:

Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Proposed Flat Fee per Case.

Evaluation Factors:

The evaluation of each Offeror's cost proposal will be conducted using the following formula based on the proposed annual compensation:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

CCMSI

The Evaluation Committee awarded CCMSI 200 points based on the calculations using the above formula.

$183,676.56 divided by $183,676.56 equals one times two hundred equals two hundred

CorVel

The Evaluation Committee awarded CorVel 0 points based on the calculations using the above formula. CorVel did not provide the per claim cost estimate based on the City's loss runs, therefore, a total cost cannot be calculated.

Section IV.C.6, NM Preferences

	CCMSI	CorVel
NM Business Preference	**0**	**0**
NM Veterans Preference		

Specifications:

Local Preference:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

CCMSI

Offeror submitted NM Resident Business/Veteran Business Certificate, however, Offeror is not within the Santa Fe municipal Limits. Offeror was awarded 0 Points.

CorVele

Offeror submitted NM Resident Business/Veteran Business Certificate, however, Offeror is not within the Santa Fe municipal Limits. Offeror was awarded 0 Points.

Workers Compensation General Liability TPA
RFP # 21/33/P **Evaluation Summary**

	CCMSI	CorVel
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200	200
Section IV.B 2. Technical Specifications Organizational References (100 Points)	100	60
Section IV.B 3. Technical Specifications Oral Presentation (100 Points)	100	100
Section IV.B 4. Technical Specifications Mandatory Specification (400 Points)	200	100
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	pass	pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	pass	pass
Section IV.C 3. Business Specifications Cost (200 Points)	200	0
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	0	0
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	0	0
TOTAL POINTS AWARDED	**800**	**460**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contracts to perform the scope of work as outlined in the Workers Compensation and General Liability TPA services RFP #21/33/P to the one proposal receiving the highest scores along the natural point-break; CCMSI; subject to agreement between the Finance Department, Risk Management and the selected Offeror. Awarding a contract to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe.

Committee Signature Approval

Brad Fluetsch — Sep 29, 2021

Bradley Fluetsch — Date
Evaluation Committee Member

Barbara Lujan — Sep 29, 2021

Barbara J. Lujan — Date
Evaluation Committee Member

Christopher W. Ryan — Sep 29, 2021

Christopher Ryan — Date
Evaluation Committee Member

Melanie lovato — Sep 28, 2021

Melanie Lovato — Date
Procurement Manager

Chief Procurement Officer Signature Approval

Yodel M. Catanach — Oct 29, 2021
Yodel M. Catanach (Oct 29, 2021 13:45 MDT)

Fran Dunaway Or CPO Designee — Date
Chief Procurement Officer
City of Santa Fe

09-28-2021

Signature: Melanie lovato
Melanie lovato (Sep 28, 2021 14:49 MDT)

Email: mylovato@santafenm.gov

Signature: Brad Fluetsch

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

Signature: Barbara Lujan
Barbara Lujan (Sep 29, 2021 08:30 MDT)

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

Signature: Christopher W. Ryan
Christopher W. Ryan (Sep 29, 2021 09:01 MDT)

Email: cwryan@santafenm.gov

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Bradley Fluetsch (Oct 29, 2021 09:44 MDT)

Email: bjfluetsch@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of a Professional Services Contract for Workers Comp & General Liability Third Party Administrative Services in the amount of $768,434.23; Cannon Cochran Management Services. (Bradley Fluetsch, CFA, Planning and Investment Officer (O) 505-955-6885 (M) 505-231-8753, bjfluetsch@santafenm.gov)

Committee	**Review**
Finance Committee:	11/01/2021
Public Works and Utilities Committee:	11/08/2021
Governing Body: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-
Staff to provide additional information-

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **October 27, 2020**

TO: **Governing Body**

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director MM
Fran Dunaway, Chief Procurement Officer

FROM: **Bradley Fluetsch, CFA, Planning and Investment Officer** BJF

ITEM AND ISSUE:

RFP# 21/34/P Comprehensive Insurance Claims Admin Broker Services in the amount of $271,936.00 for Comprehensive Insurance claims Broker services.

Bradley Fluetsch, CFA, Planning and Investment Officer
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

Request for approval of this Professional Service Agreement in the total amount of $271,936 for comprehensive insurance claims admin broker services; AJ Gallagher.

BACKGROUND AND SUMMARY:
The City is self-insured with a comprehensive insurance program of various coverages and retention limits. The City retains an Insurance Broker to shop for various coverages as needed, provide expert advice on policies, coverages and limits, and various other activities to assist staff with the implementation of the self-insurance program.

PROCUREMENT METHOD:
Procurement for this for this Professional Service Contract was by RFP 21/34/P

CONTRACT NUMBER:
The FY20 Munis contract number is 3202153

FUNDING SOURCE:
The funding source for the Insurance Broker fee comes from the Risk Management Fund, fund 600, Risk Management/6001750; Professional Contracts 510300.

The funding source is:
Fund Name/Number: Risk Management/ Fund 600
Munis Org Name/Number: Risk Management/6001750
Munis Object Name/Number: Professional Contracts/510300

ACTION REQUESTED:
The Finance Department respectfully requests your review and approval.

Item#_____
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Arthur J. Gallagher & Co.**, (AJ Gallagher) hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall perform the following services-for the City:

A. Act as an independent insurance advisor to the City and proactively provide ongoing unbiased professional advice and recommendations that benefit the City and its members. Meet with City Risk Management staff, City committees, and/or staff of City departments as requested.

B. Proactively provide ongoing review and analysis. Of the City's insurance programs and make any appropriate recommendations for coverage changes or new coverages. Provide early warning of rate and coverage changes or renewal problems and annually provide a comprehensive report that reviews all City insurance programs.

C. Assure that insurance policies are placed in a timely manner, without lapses in coverage period, with reputable and financially responsible insurers. Advise in writing of any changes to insurance policy within 14 days.

D. Review policy and other documents in detail within 14 days of receipt of the documents to check for wording an accuracy of each policy, binder, certificate, endorsement or other document received from the insurers to ensure the intended coverage is provided, and all coverage, terms, and conditions, and other wording is complete and accurate, and in compliance with financial arrangements and administrative procedures acceptable to the City.

E. When more than one market is approached for a line of coverage, provide the City with copies of declination letters and all premium quotations received with a summary of coverages explaining deficiencies or benefits of the quote compared to the recommended insurance program.

F. Issue certificates of insurance within three (3) business days following the date of request.

G. Comply with all State and Federal laws and regulations pertaining to insurance brokers-licensed
in the State of New Mexico.

H. Make available consultation services as well as loss control services as requested by the City. Assist in analyzing loss exposures from existing and new operations and determine the appropriate risk management alternatives; including types, availability, cost; and extent of coverages that should be considered. Provide oversight and ensure compliance of third party administrators assigned to handle the City's accounts.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily Performed, such compensation not to exceed ($271,936.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling $22,944.60 shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($294,880.60 . This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

1) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty five thousand dollars ($65,000.00) for FY 2021-2022

2) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty six thousand nine hundred and fifty dollars ($66,950.00) for FY 2022-2023

3) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of sixty eight thousand nine hundred fifty nine dollars ($68,959.00) for FY 2023-2024

4) The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work at the rate of seventy one thousand twenty seven dollars ($71,027.00) for FY 2024-2025,

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in

which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

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

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this

Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

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

17. Applicable Law.

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

18. Workers Compensation.

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

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

20. Other Insurance

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

A. Commercial General Liability insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than $2,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be

endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

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

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

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any

limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
Bradley Fluetsch, CFA, Planning and Investment Officer
P.O. Box 909
Santa Fe, NM 87504
(O) 505-955-6885 (M) 505-231-8753
bjfluetsch@santafenm.gov

To the Contractor:
Arthur J. Gallagher (AJ Gallagher)
Nasreen Kopecky, Account Executive
18201 Von Karman #200
(O) 949-349-9857 (M) 949-235-0169
nasreen_kopecky@ajg.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

CONTRACTOR:
AJ GALLAGHER

Maria King

Maria King
NAME

Area President
TITLE

DATE: 10/27/2021

Fed I.D.# 94-3015711

Registration #

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 25, 2021 08:21 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

6001750.555300
Org. Name/Org#.

AJH
AJH



City of Santa Fe

Cost Proposal

Response to RFP #21/34/P
Insurance Brokerage Services and Claims Adjustment

May 27, 2021

Gallagher

Insurance | Risk Management | Consulting

Appendix C – Cost Response

Fee Structure

i) *Describe in detail all fees to be charged, including allocated loss expense. Please quote the service fee on a flat rate basis, as well as a per claim basis. The fee structure shall be quoted for a four year contract with annual amounts quoted for each year. Annual amounts shall include applicable gross receipts taxes.*

Our fee is flat with an annual 3% increase and only applies to brokers services. We are not responding to the claims administration price.

ii) *Discuss the additional cost, if any, if a new claims administrator is selected and open claims are transferred to the new administrator for processing to their conclusion.*

Discuss any additional cost for report modifications, specialization, etc.

As per our discussion during the pre-proposal conference, we will not be managing a claims administration program. Claim services will be continued to be provided by your selected insurance carrier. This applies to items g) to i), below.

See completed Cost Response Form on the following page.

©2021 Arthur J. Gallagher & Co.

APPENDIX C

COST RESPONSE FORM

APPENDIX C
COST RESPONSE FORM

Fee Structure

i) Describe in detail all fees to be charged, including allocated loss expense. Please quote the service fee on a flat rate basis, as well as a per claim basis. The fee structure shall be quoted for a four year contract with annual amounts quoted for each year. Annual amounts shall include applicable gross receipts taxes.
ii) Discuss the additional cost, if any, if a new claims administrator is selected and open claims are transferred to the new administrator for processing to their conclusion.

Discuss any additional cost for report modifications, specialization, etc.

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: July 1, 2021 thru June 30, 2022 Price:$ 65,000

Option Year 2: July 1, 2022 thru June 30, 2023 Price:$ 66,950

Option Year 3: July 1, 2023 thru June 30, 2024 Price:$ 68,959

Option Year 4: July 1, 2024 thru June 30, 2025 Price:$ 71,027

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2021

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1500
Chicago IL 60606

CONTACT NAME: Direct All Inquiries to Email
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: Chi_Certificates@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : ACE Property & Casualty Insurance Co	20699
INSURER C : Arch Indemnity Insurance Company	30830
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J. Gallagher & Co. and its subsidiaries
The Gallagher Centre
2850 West Golf Road
Rolling Meadows IL 60008

COVERAGES **CERTIFICATE NUMBER:** 1204375641 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		41GPP4938414	10/1/2021	10/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			41CAB4938314 (AOS) 41CAB4939014 (MA)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			XEU G46820149 005	10/1/2021	10/1/2022	EACH OCCURRENCE AGGREGATE 	$ 25,000,000 $ 25,000,000 $
A C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		41WCI4938114 (AOS) 44WCI0501914 (NY, TX, CA, KY, MO)	10/1/2021 10/1/2021	10/1/2022 10/1/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability:
General Aggregate Per Location Subject to $10 Mil Policy aggregate.
County of San Bernardino, its officers, employees, agents, volunteers, Vendors, and subcontractors are shown as an Additional Insured on the General Liability policy per form 00 GL0596 00 04 10 attached as required by written contract pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
LIQOUR LIABILITY FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person or organization who is required under a written contract with you to be included as an insured under this policy, but only with respect to liability arising out of your operations or premises owned by or rented to you.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 41GPP4938414

Named Insured: ARTHUR J GALLAGHER & COMPANY

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/01/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2021

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
300 S. Riverside Plaza, Suite 1500
Chicago IL 60606

CONTACT NAME: Direct All Inquires via E-mail
PHONE (A/C, No, Ext): 312-704-0100 **FAX (A/C, No):** 312-803-7443
E-MAIL ADDRESS: certrequests@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : XL Specialty Insurance Company	37885
INSURER C : Underwriters at Lloyd's London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED ARTHJGA113
Arthur J. Gallagher & Co. and its subsidiaries
The Gallagher Centre
2850 West Golf Road
Rolling Meadows IL 60008

COVERAGES **CERTIFICATE NUMBER:** 198620403 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Errors & Omissions			016030323	9/29/2021	10/1/2022	Per Claim/Aggregate	$12,000,000
B	Excess Errors & Omissions			ELU177899-21	9/29/2021	10/1/2022	Per Claim/Aggregate	$10,000,000
C	Excess Errors & Omissions			B1262FI0121921	9/29/2021	10/1/2022	Per Claim/Aggregate	$13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage extends to:
Arthur J. Gallagher Insurance Brokers of California, Inc.
18201 Von Karman Avenue, Suite 200
Irvine, CA 92612

CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/4/2021

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500 Chicago IL 60606	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 312-704-0100 **FAX (A/C, No):** 312-803-7443 **E-MAIL ADDRESS:**
INSURED ARTHJGA113 Arthur J. Gallagher & Co. and its subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Indian Harbor Insurance Company / 36940 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 194073647 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Cyber Liability			MTP903416503	5/1/2021	5/1/2022	Aggregate/per claims	$2,000,000

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

Coverage extends to:
Arthur J. Gallagher Insurance Brokers of California, Inc.
18201 Von Karman Avenue, Suite 200
Irvine, CA 92612

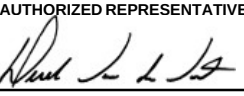
CERTIFICATE HOLDER

County of San Bernardino
222 W Hospitality Lane, Third Floor
San Bernardino CA 92415

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: ARTHUR J GALLAGHER
DBA: ARTHUR J GALLAGHER RISK MANAGEMENT SERVICES INC

Business Location: 400 KIVA COURT
SANTA FE , NM 87505

CRS Number: 02961263001

Owner: Carolyn Nykaza

License Number: 227520

License Type: Business License - Renewable

Issued Date: March 31, 2021

Classification: Business Registration - Standard

Expiration Date: March 31, 2022

Fees Paid: $35.00

ARTHUR J GALLAGHER
2850 GOLF RD 7
ROLLING MEADOWS, IL 60008

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

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

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

1 **FOR:** ORIGINAL CONTRACT (●) or CONTRACT AMENDMENT ( )

2 Name of Contractor Arthur J. Gallagher & Co.

3 Complete information requested ( ) Plus GRT (●) Inclusive of GRT

Original Contract Amount: $65,000 (3% increase annually)

Termination Date: 06-30-2025

( ) Approved by Council Date: _____

( ) or by City Manager Date: _____

Contract is for:

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

( ) Approved by Council _____

( ) or by City Manager Date: _____

Amendment is for:

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

Amount $ _____ of original Contract# _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 439,689.17

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

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

RFP# 21/34/P Date: 10/25/2021

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** First year of 4 year contract

example: (First year of 4 year contract)

Yodel M. Catanach
Yodel M. Catanach (Oct 29, 2021 13:48 MDT)

Purchasing Officer Review

Comments or Exceptions: RFP 21//34/P

7 **Funding Source:** Gen-Liab-Third Party Admin **Org/Obj** 60001750.555300

Andy Hopkins
Andy Hopkins (Oct 29, 2021 10:00 MDT)

Budget Officer Approval

Comments or Exceptions: _____

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

_____

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Melanie Lovato

Phone # 505-490-1693

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

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

To be recorded by City Clerk:

Contract # _____

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

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

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: AJ GALLAGHER & CO.

Procurement Title: _____

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ *Contract Extension*___

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

Department Requesting Finance Staff Name Melanie Lovato/Brad Fluetsch

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 Lovato	Risk Analyst	10-25-21
Department Rep Printed Name (attesting that all information included)	Title	Date
Yodel M. Catanach Yodel M. Catanach (Oct 29, 2021 13:48 MDT)	Chief Procurement Officer	Oct 29, 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.

*

DATE: September 17, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe

FROM: Melanie Lovato, Procurement Manager
Risk Management

SUBJECT: Evaluation Committee Report, Comprehensive Insurance Claim Admin Broker Service RFP # 21/34/P

In accordance with the Request for Proposals for Comprehensive Insurance Claim Admin Broker Service issued May 6, 2021, One responses were submitted from the following Offeror: Arthur J. Gallagher and evaluated by the committee.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

Bradley Fluetsch, City of Santa Fe
Barbara Lujan, City of Santa Fe
Chris Ryan, City of Santa Fe

This Evaluation Committee Report summarizes all criteria used in scoring the responses:

- June 08, 2021: Evaluation Committee met to review Evaluation Committee duties and RFP process, and to receive Offeror technical proposal(s).
- June 11, 2021: Evaluation Committee met to score proposals for AJ Gallagher
- June 23, 2021: Evaluation Committee met to score cost proposals

Section IV.B, Technical Specifications

Section IV.B.1, Organizational Experience (200 Total Points)

	AJ Gallagher
Offeror Points	**200**

Organizational Experience

Specifications:

Offeror must:

a) Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Insurance. All insurance provided to private sector will also be considered. Offerors shall have five years' experience in administration of property, liability, auto and workers'

b) Provide a brief description of the firm, state whether your firm is local, regional, national or international. Include information on any affiliations and/or subsidiaries.

c) State the location of the offices from which the work will be done if your firm is awarded the contract, the number of partners, managers, seniors, supervisors and other professional staff employed by these offices.

d) Describe the range of activities performed by the offices from which the work will be performed (i.e., insurance sales, administration of other types of programs, general management services.

e) Provide a brief resume and certificate of insurances of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the primary point of contact, the lead adjuster, client relation contact, or any other staff that regularly communicate with City staff. Offeror must include key personnel education, work experience, relevant certifications/licenses, and specifically discuss the individual's experience in managing a claims administration program of the size and scope of the program described herein. Indicate the names of claims supervisors who will be assigned to City of Santa Fe's program. Indicate whether the supervisors are licensed by the State.

f) Indicate the number and level of examiners to be assigned as a ration of open indemnity claims per examiner. Indicate the minimum qualification of examiners.

g) List the names and addresses of law firms you use for litigation of cases.

i) Discuss the extent of services to be rendered by staff of your firm for litigated cases, negotiations of compromise and release settlements, and subrogation actions.

ii) Discuss the procedures to be utilized in determining when outside legal counsel is required.

h) Investigative Services

i) Discuss the extent of investigative services to be provided to City of Santa Fe by the staff of your firm. Describe the procedures to be utilized in determining when an outside investigative firm is required.

i) Medical Services

i) Discuss the recommended panel of medical experts, including specialists who may be utilized to review and/or provide treatment. Describe medical control procedures to be utilized by your firm.

j) Transition Program

i) Describe the recommended process to be implemented with regard to transition of open claims to a new claims administrator. Include a time frame for implementation of the program from the date of award of contract.

k) Record Keeping

i) Describe record keeping procedures to be utilized for all aspects of the claims administration program.

l) Experience of Firm

i) Discuss experience of your firm relative to administration of claim programs.

Evaluation Factors:

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

[Offeror Name]

The Evaluation Committee awarded AJ Gallagher 200 points based on the Offeror's response. AJ Gallagher provided a thorough response of a) through l) in this Section.

Section IV.B.2, Organizational References (200 Total Points)

	AJ Gallagher
Offeror Points	**132**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients in the state of New Mexico within the last three (3) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;

b) Project description;

c) Project dates (starting and ending);

d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);

e) Staff assigned to reference engagement that will be designated for work per this RFP; and

f) Client project manager name, telephone number, fax number and e-mail address.

Evaluation Factors:

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix E). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 132 points based on the Offeror's response. Two references were received.

Section IV.B.4, MANDATORY SPECIFICATIONS (400 Total Points)

	AJ Gallagher
Offeror Points	**400**

Mandatory Specifications

Specifications:

a. The agent or broker must secure letters from all insurance companies represented stating that they are authorized to be their representative. These letters must be included with the Proposal.

b. The agent or broker and company submitting a proposal must be licensed in the State of New Mexico to do business for all lines being proposed. Must provide documentation with proposal.

c. All specimen policies and endorsements must be provided with the proposal.

d. The agent or broker must have been in the insurance business for at least twenty years. A complete listing including contact information must be included in the proposal for all current public entity clients.

e. Explain in depth all (not contracted) property appraisal, risk management, claims management, safety and loss control and coverage review resources offered by the agency or brokerage firm.

f. The agent or broker shall have Errors and Omissions coverage of at least $10,000,000 and must furnish Errors and Omissions certificate for not less than this amount as part of this proposal.

g. Agent and Broker must detail within their proposal documents, statements showing how they meet the above qualifications; and in addition, they must list the insurance companies they would use in handling the City account. It is the obligation of the agents and companies to furnish with their proposal sufficient information about this company to enable the City to reach a decision on the reliability and financial stability of each company.

h. The use of any wholesaler(s) must be fully disclosed in the proposal. The use of any owned wholesaler(s) is strictly not permitted. The individual signing this proposal must provide a complete list of any and all current public entity clients that utilize wholesaler(s) and disclose their firm's relationship with the wholesaler(s).

i. All Offerors are required to submit written evidence that the carrier will write the insurance for which the proposal is submitted. The Offerors may further be required to submit written statements as to the financial responsibility and resources of the insurance company.

Evaluation Factors:

a) Meets all legal, licensing requirements and submits requested documents from various insurance companies it represents. 100 Points
b) All specimen policies and endorsements must be provided with the proposal. 100 points
c) The agent or broker must have been in the insurance business for at least twenty years. A complete listing including contact information must be included in the proposal for all current public entity clients. 100 points.
d) Perceived quality of insurance companies underwriting various policies. 100 points

All other mandatory specifications (E-L) are included in the above scoring points.

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 400 points based on the Offeror's response. AJ Gallagher provided a response to all the criteria in Section IV.B.4 a through e. The Offeror met all legal and licensing requirements. They submitted the requested documents from various insurance companies it represents as well as the policies and endorsements. AJ Gallagher has been in business for at least 20 years and provided a complete listing of their current public entity clients.

Section IV. C, Business Specifications

Section IV.C.1, Letter of Transmittal (Pass/Fail)

	AJ Gallagher
Pass/Fail	**Pass**

Specifications:

The Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX D. The form must be completed and must be signed by the person authorized to obligate the company. Failure to respond to ALL items, as indicated in Section II.C.30 and APPENDIX D, and to return a signed, unaltered form will result in Offeror's disqualification.

Pass/Fail only. No points assigned.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

	AJ Gallagher
Pass/Fail	**Pass**

Specifications:

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.

Pass/Fail only. No points assigned

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.3, Costs (200 Total Points)

	AJ Gallagher
Offeror Points	**200**

Specifications: Offerors must complete the Cost Response Form in APPENDIX C. Cost will be measured by Proposed Flat Fee per Case.

The evaluation of each Offeror's cost proposal will be conducted using the following formula based on the proposed annual compensation:

Lowest Responsive Offeror's Cost

---------- X Available Award Points

Each Offeror's Cost

Evaluation Factors:

[Insert Evaluation Factor, **including cost formula**, if applicable, from RFP here]

AJ Gallagher

The Evaluation Committee awarded AJ Gallagher 200 points based on the Offeror's response. $65,000 divided by $65,000 equals one times two hundred points.

Section IV.C.4, NM Preferences

	AJ Gallagher
NM Business Preference	**60**
NM Veterans Preference	

Specifications:

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors MUST include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

Evaluation Factors:

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

AJ Gallagher

Offeror submitted NM Resident Business/Veteran Business Certificate. Offeror was awarded 60 Points.

Comprehensive Insurance Claim Admin Broker Services
RFP # 21/34/P **Evaluation Summary**

	AJ Gallagher
Section IV.B 1. Technical Specifications Organizational Experience (200 Points)	200
Section IV.B 2. Technical Specifications Organizational References (200 Points)	132
Section IV.B 4. Technical Specifications Mandatory Specification (400 Points)	400
Section IV.C 1. Business Specifications Letter of Transmittal (Pass/Fail)	Pass
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form (Pass/Fail)	Pass
Section IV.C 3. Business Specifications Cost (200 Points)	200
Section IV.C 4. Business Specifications New Mexico Resident Business Preference	
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference	60
TOTAL POINTS AWARDED	992

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation of the proposals submitted, as detailed above, the committee respectfully recommends awarding contract to perform the scope of work as outlined in the Comprehensive Insurance Claim Admin Broker Service RFP #21/34/P to AJ Gallagher subject to agreement between the Risk and the selected Offerors. Awarding contract to the recommended Offeror(s) is in the best interest and is most advantageous to the State, the Agency, and Agency clients.

Committee Signature Approval

Brad Flwatach

Name — Date

Evaluation Committee Member

Barbara Lujan
Barbara Lujan (Sep 18, 2021 08:08 MDT)

Name — Date

Evaluation Committee Member

Christopher W. Ryan
Christopher W. Ryan (Sep 20, 2021 06:58 MDT)

Name — Date

Evaluation Committee Member

Melanie Lovato
Melanie Lovato (Sep 29, 2021 11:20 MDT)

Sep 29, 2021

Name — Date

Procurement Manager

Chief Procurement Officer Signature Approval

Fran Dunaway
Fran Dunaway (Sep 29, 2021 09:11 MDT)

Sep 29, 2021

Fran Dunaway — Date

Chief Procurement Officer

City of Santa Fe

9-15-21-RFP 21-34-P Evaluation Committee Report-signed

Final Audit Report 2021-09-29

Created:	2021-09-29
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArKYK1RWVh3usiwOe_OtXXCB7N21oddmd

"9-15-21-RFP 21-34-P Evaluation Committee Report-signed" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-09-29 - 2:59:27 PM GMT

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-09-29 - 3:01:35 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-09-29 - 3:10:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-09-29 - 3:11:11 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-09-29 - 3:11:11 PM GMT

POWERED BY Adobe Sign

Signature: Mary McCoy

Email: mtmccoy@santafenm.gov

Signature: Bradley Fluetsch (Oct 29, 2021 09:53 MDT)

Email: bjfluetsch@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for approval of a Professional Service Contract for Comprehensive Insurance Claims Administrative Broker Services in the amount of $271,936.00; Arthur J. Gallagher. (Bradley Fluetsch, CFA, Planning and Investment Officer (O) 505-955-6885 (M) 505-231-8753, bjfluetsch@santafenm.gov)

Committee	**Review**
Finance Committee:	11/01/2021
Public Works and Utilities Committee:	11/08/2021
Governing Body: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

City of Santa Fe, New Mexico

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 10/25/2021

ISSUE NO. 7d

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

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/01/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	Excused		

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

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	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

City of Santa Fe, New Mexico

memo

Date: October 28, 2021

To: Quality of Life
Finance Committee
City Council

From: Erin K. McSherry, City Attorney EM

Subject: Budget Amendment Resolution (BAR)

ITEM & ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars ($292,336) to record receipt of settlement revenue and pay for the Legal Services provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021.

ACTION REQUESTED:

The City Attorney's Office requests approval of the attached Budget Adjustment Resolution in the amount of $292,336 to pay counsel from the settlement funds, consistent with the attached Settlement Agreement.

Org. 1002550/Obj Code. 510200

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

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

DEPARTMENT / DIVISION NAME	DATE
City Attorney's Office	10/26/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Legal Services	1002550	510200		292,336	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Settlement Funds	1000001	470250		(292,336)	
				$ -	$ -

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

Request for Approval of a Budget Amendment Resolutions (BAR) in the Amount of Two Hundred Ninety-Two Thousand Three Hundred Thirty-Six Dollars ($292,336) to record receipt of settlement revenue and pay for the Legal Services provided by Gallagher & Kennedy, P.A, Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Irene Romero — 10/26/2021
Prepared By *{print name}* — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Oct 28, 2021
Andy Hopkins (Oct 28, 2021 11:40 MDT)
Budget Officer — Date

Division Director Signature *{optional}* — Date

Oct 28, 2021
Department Director Signature — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Gallagher&Kennedy

Gene F. Creely II
Of Counsel
Direct: (505) 989-7312
Email: gene.creely@gknet.com

October 21, 2021

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION
VIA EMAIL AND FIRST CLASS MAIL

Ms. Erin K. McSherry
City Attorney
City of Santa Fe
P.O. Box 909
200 Lincoln Avenue
Santa Fe, NM 87504

Client: City of Santa Fe
Matter: No. D-202-CV-2018-08036, City of Albuquerque, et al v. New Mexico Taxation and Revenue Department, in the Second Judicial District of New Mexico

Dear Ms. McSherry:

The Department has advised that the distributions (i.e. settlement payments) required under the Mediation Settlement Agreement should have been made. Under the settlement agreement, we have fifteen (15) days to confirm receipt of the distributions. We request that you confirm receipt of the distribution on your end as soon as possible (and no later than October 29, 2021).

Also, attached you will find our firm's invoice in the amount of $291,386.50 which represents our contingency fee and GRT thereon owed under our fee agreement.[1] This invoice is due and payable following receipt of your distribution. Please arrange for the timely processing of this invoice for payment. Also, for such purposes, attached is a copy of our firm's W-9 form.

It has been an honor to represent the City of Santa Fe, along with other local governments, in this matter. We are pleased that we have been able to achieve a favorable settlement for all of the local

[1] As previously discussed, if you were previously billed for expenses associated with this case, we are waiving payment of those expenses. If you previously paid a bill for expenses in this case, your invoice includes a credit in the amount paid. Also, Gallagher & Kennedy is taking care of the fees incurred by the New Mexico Municipal League related to the development of this case, so you will not owe any part of your settlement recovery to the New Mexico Municipal League.

governments that we have represented in this matter. We have enjoyed working with you, as well as the representatives of the other local governments, to this conclusion of the matter.

Please let us know if you have any questions relating to this matter. Also, please let us know if we can assist you on any other matters.

Very truly yours,

GALLAGHER & KENNEDY, P.A.

BY: 

Gene F. Creely II

cc: Dalva L. Moellenberg
Anthony J."TJ" Trujillo
Scott Woody

Enclosures:
G&K invoice
G&K W-9 form

Billing Questions
602-530-8282

Gallagher&Kennedy

Tax Identification Number
Federal 86-0489397

October 21, 2021

City of Santa Fe
Attn: Irene Romero
P.O. Box 909
Santa Fe, NM 87504

Invoice #:	10142021
Client #:	31689
Matter #:	0023
Billing Attorney	DLM

INVOICE SUMMARY

For professional services rendered and costs advanced through October 21, 2021

RE: City of Santa Fe vs. NM Taxation and Revenue Department
Risk Management Claims File No.
GL-09-13397

Contractual Contingency Fee	$	269,589.19
Gross Receipt Tax	$	22,746.59
Sub-Total for Contractual Contingency Fee	**$**	**292,335.78**
Contractual Costs Billed	$	949.28
Offsetting Credit for Costs Billed	$	-949.28
Sub-Total for Contractual Costs	**$**	**0.00**
Credit for Previously Billed and Paid Costs	$	-949.28
TOTAL BALANCE DUE	**$**	**291,386.50**

THIS STATEMENT DOES NOT INCLUDE CHARGES FOR ANY EXPENSES INCURRED BUT NOT YET RECEIVED BY THIS OFFICE.

Billing Questions
602-530-8282

Gallagher&Kennedy

Tax Identification Number
Federal 86-0489397

October 21, 2021

City of Santa Fe
Attn: Irene Romero
P.O. Box 909
Santa Fe, NM 87504

Invoice #:	10142021
Client #:	31689
Matter #:	0023
Billing Attorney	DLM

REMITTANCE ADVICE

RE: City of Santa Fe vs. NM Taxation and Revenue Department

BALANCE DUE THIS INVOICE $ 291,386.50

Please return this advice with payment to:

Gallagher & Kennedy
Attn: Accounts Receivable
P.O. Box 32159
Phoenix, Arizona 85064-2159

TERMS: NET 30 DAYS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GALLAGHER & KENNEDY, P.A.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2575 East Camelback Road, Suite 1100

Requester's name and address (optional)

6 City, state, and ZIP code
Phoenix, AZ 85016

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
8	6	–	0	4	8	9	3	9	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Kathy A. Hai | **Date** ▶ 1/1/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of Two Hundred Ninety-Two Thousand, Three Hundred Thirty-Six Dollars ($292,336) to Pay for the Legal Services provided by Gallagher & Kennedy, P.A., Pursuant to Settlement Agreement between the City of Santa Fe and the New Mexico Department of Taxation and Revenue Department in 2021. (Erin McSherry, City Attorney, ekmcsherry@santafenm.gov, 955.6961)

Committee	**Review:**
Finance Committee:	11/1/2021
Quality of Life Committee:	11/3/2021
Governing Body: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

City of Santa Fe, New Mexico

Santa Fe Regional Airport

MEMO

DATE: October 25, 2021

TO: Finance Committee/Public Works/Public Utilities/ City Council

FROM: Mark Baca, C.M., Airport Manager MB

ISSUE: Gate 13 LLC to Gate 13 Hangar Condominium Association Lease Assignment

SUMMARY:
Gate 13 LLC, currently leases property at the Santa Fe Airport, a copy of the lease is attached as Exhibit A. Paragraph 15 of the lease allows Gate 13 LLC, to assign the lease to another party, but the City must provide written consent for the assignment of the lease. Gate 13 LLC, wants to assign its interest in the lease to "Gate 13 Hangar Condominium Association." The Airport Manager does not object to the assignment of the lease to "Gate 13 Hangar Condominium Association" and recommends the Governing Body approve the assignment of the lease. The assignment does not change any of the terms or conditions of the lease.

BUDGET:
This lease assignment has no financial impact to the City of Santa Fe Regional Airport.

SCHEDULE:

Finance Committee	11/01/2021
Public Works/Public Utilities	11/08/2021
City Council	11/10/2021

REQUESTED ACTION:
Approve assignment of lease from Gate 13, LLC to Gate 13 Hangar Condominium Association.

ATTACHMENTS:
Exhibit A – Gate 13, LLC Lease agreement
Exhibit B – Gate 13 Hangar Condominium Association Lease assignment

ITEM # 18-0188

SANTA FE REGIONAL AIRPORT LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 28th day of February 2018, by and between the CITY OF SANTA FE, NEW MEXICO, a municipality and political subdivision of the State of New Mexico ("Lessor"), and Gate 13 LLC, a New Mexico Limited Liability Corporation ("Lessee") (collectively, the "Parties").

WHEREAS, Lessor owns and operates the Santa Fe Regional Airport ("Airport"), and is desirous of leasing to Lessee certain premises at said Airport; and

WHEREAS, Lessee is desirous of constructing one or more hangars for the purpose of storing aircraft and renting hanger space to third parties; and

WHEREAS, the Parties have the right and power to enter into this Lease for the purposes and upon the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

1. EFFECTIVE DATE.

This Lease shall become effective forty-five (45) days after the date it is adopted and approved by the Governing Body of the City of Santa Fe, unless a referendum is held pursuant to Section 3-54-1 NMSA 1978, and upon execution by the Parties (the "Effective Date"); however, this Lease shall be fully executed no later than April 4, 2018.

2. LEASED PREMISES.

Lessor leases to Lessee and Lessee leases from Lessor that certain real property located at the Airport and identified as Lease Parcels L9B, L10 and L11 as more particularly shown on Exhibit A attached hereto and made a part hereof, containing 4,290, 13,500 and 13,500 square feet respectively totaling 0.7183 acres more or less (collectively, the "Premises"), together with the unimpeded and unlimited right of access thereto from a road to be built by Lessee. Lessor acknowledges and agrees accepts that Lot L9B is subject to a 2,025 square foot utility easement and contains a 435 square-foot area where overhead power lines and a pole are located, rendering 2,460± square feet of Lot L9B unusable, since the easement area cannot be built upon and power lines cannot be built underground.

3. USE OF THE PREMISES AND RIGHT TO CONSTRUCT.

A. Lessee shall use the Premises solely for the purpose of constructing aircraft hangars and related improvements (the "Improvements") for storage of aircraft and for sublease to others for storage of personal or business owned aircraft, conduct of aircraft-for-hire business or other similar aircraft related businesses. No other commercial business activities of any kind shall be conducted on the Premises by Lessee or its sublessees. No vehicle of any type shall be parked on the Premises or inside any hangar except those used for transportation to and from the Premises. No long term parking or storage of any other vehicle shall be permitted unless specifically approved in writing as an exception by Lessor, and if the hangars' primary use

remains as aircraft storage. Lessor reserves the right to revise vehicle parking provisions of this Article 3A at any time Lessor may deem necessary with not less than thirty (30) days advance written notice to Lessee.

B. Lessee shall have the right to erect and maintain such Improvements upon the Premises as are depicted on Exhibit B attached hereto, provided such Improvements are consistent with the then applicable Airport Master Plan, Airport Minimum Standards Ordinance, the Building Code Requirements of the New Mexico Construction Industries Division, and any City of Santa Fe ordinance. Title to such Improvements, installations, and equipment, shall remain in the Lessee during the term of this Lease and Lessee shall have the right to remove the Improvements and equipment at any time during the term of the Lease. Upon expiration of this Lease the Lessee has the option to remove all Improvements within thirty (30) days. If the Lessee does not wish to exercise this option then title to such Improvements as remain shall pass to Lessor.

C. Lessee shall, at its own expense, prepare plans and specifications for the Improvements which shall be submitted to and approved by the Airport Manager prior to any construction commencing. Lessor assumes no liability or responsibility for any defect in any Improvements constructed from such plans or specifications.

D. Lessee must commence construction of the Improvements within twelve (12) months of the effective date of this Lease, and complete construction of the Improvements within twenty-four (24) months thereafter or this Lease will be null and void, provided, however, that the commencement and completion times may be extended on a day-for-day basis for delays caused by adverse weather or other unforeseen circumstances as determined by the Airport Manager.

E. The Premises is not directly served by any access road, although Lessor has plans to construct such an access road in the future by extending the existing access road located on Airport Property adjacent to Lot 9A as shown in Exhibit "B" attached hereto. The Access Road extension shall be constructed by the Lessee and be 22 feet wide with 25 foot radius corners where required and constructed of asphalt to airport standards. Access road construction shall be consistent with the then applicable Airport Minimum Standards Ordinance, the Building Code requirements of the New Mexico Construction Industries Division, the building code requirements of the City of Santa Fe, any City of Santa Fe ordinance and existing lease agreement easements; if any. Any gate constructed by Lessee shall include powered operation and code activated entry controls and shall be placed in the chain link fence bordering the west side of Aviation Drive and shall be constructed to airport standards. Title to such gate and access road shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for repair, maintenance and replacement of said gate and access road upon completion of construction.

F. The Premises are not directly served by any sewer line. Lessee shall connect to the existing airport pressure sewer line that is located approximately at the southeastern corner of lot 9B. If this sewer line cannot be located or is not suitable, Lessee may construct a new sewer line from the east property line of Lot to the existing airport pressure line approximately four hundred (400) feet to the southeast which shall meet the Wastewater Management Division's minimum standards. This sewer line shall be designed, sized, and constructed to accommodate future connections from all remaining Lots north of the Premises to the degree that future usage can be

reasonably predicted. Title to such sewer line shall become the property of the Lessor upon completion of construction.

G. Portions of the Premises are served by a taxiway the centerline of which is located no farther than one hundred and forty (140) feet from the Premises. Lessee shall have the right to construct an apron or other pavement to provide access from said Premises to said taxiway, at no cost to Lessor and subject to approval by the Airport Manager, providing such apron or similar pavement construction is consistent with the then applicable Airport Minimum Standards Ordinance, the Building Code requirements of the New Mexico Construction Industries Division, the building code requirements of the City of Santa Fe, then applicable Santa Fe City Code provisions or Santa Fe ordinances, existing lease agreement easements, and applicable FAA apron or pavement construction requirements and standards, if any. Title to such apron or pavement construction shall become the property of the Lessor upon completion of construction. Lessor will assume all responsibility for repair, maintenance and replacement of said pavement upon completion of construction.

H. Lessee must receive prior written approval from Lessor and Lessor will obtain all approvals from the Federal Aviation Administration for any and all Improvements to be placed on the Premises. Lessee shall provide a schedule for completion dates of all Improvements at the time plans for construction or alterations are presented to the Lessor for review and approval, which approval will not be unreasonably withheld. Prior to commencing construction of any Improvements on the Premises, Lessee must demonstrate its financial capability to complete and pay for such construction by way of an irrevocable letter of credit, irrevocable financing commitment, performance bond or other means satisfactory to Lessor.

I. Lessee shall have the right to remodel, remove, demolish or destroy any of the Improvements constructed by Lessee on the Premises without compensation to Lessor, so long as the Premises are left in a safe and sightly condition and provided that Lessor has received the prior written consent of Lessor for such action, which consent shall be provided within not less than thirty (30) days and shall not be unreasonably withheld.

J. Lessor may control access to leasehold from the Eastern access road by installing new or maintaining existing chain link fencing and a powered and code activated nonexclusive use vehicle access security gate and as depicted in Exhibit "B". Lessee shall be allowed to move the existing powered and code activated gate located on the south end of the Premises to the east side of the Premises along Aviation Drive as depicted on Exhibit "B" at no cost to Lessor and subject to approval by the Airport Manager. All gates shall remain secured at all times. Lessee shall not interfere in any way with the use of these security gates by authorized airport vehicles, emergency vehicles or other authorized vehicles or authorized personnel traveling to adjacent or nearby properties. Lessee shall unconditionally grant access to these adjacent or nearby properties by allowing said vehicles or personnel to travel across the Premises utilizing the most direct route. Lessee shall take no action intended to delay or discourage use of these security gates or access to said properties. For the purposes of this paragraph, "authorized" means, vehicles or personnel who have been provided with keys or codes necessary to activate these gates by airport management, Lessee, or other airport leaseholders.

4. TERM OF LEASE.

A. Term. This Lease shall be for a thirty (30) year term beginning on the Effective Date (the "Initial Term"). Upon expiration or other termination of the Initial Term or any Renewal Term as provided for herein, Lessee shall peacefully surrender and vacate the Premises.

B. Option to Renew. The Lessor hereby grants to Lessee the option to renew this Lease Agreement for two additional five (5) year terms (each five (5) year period a "Renewal Term"). The terms and conditions of such Renewal Term shall be the same terms and conditions as are set forth in this Lease Agreement except for ground space rent which shall increase from the rate in effect at the end of the previous lease term pursuant to Article 6, Paragraph A and Paragraph C of this Lease Agreement. Provided, however, that at such time as either Renewal Term is exercised, this Lease Agreement will be amended to conform to all federal and other regulations and grant requirements related to the Airport development and operation. Lessee shall notify Lessor in writing of its intention to exercise the renewal option not less than three (3) months before the expiration of the Initial Term; otherwise, the option shall be deemed to have been waived. At the expiration of this Lease Agreement, Lessee shall, at Lessor's sole discretion, be afforded the opportunity to negotiate and enter a new Lease Agreement with the City of Santa Fe for use of the Premises.

C. Termination. Lessee may terminate this Lease at any time, by giving sixty (60) days prior written notice to Lessor, or otherwise in accordance with Paragraph 11 of this Lease. Lessor may terminate this Lease in accordance with Paragraph 10 of this Lease. Upon termination of this Lease by either party, Lessee's rights to use the Premises shall cease and Lessee shall peacefully vacate the Premises, removing its Improvements, personal property, including, without limitation, items such as signs, trade fixtures, hoists, and conveyors, at its own expense within forty-eight (48) hours of written notification of termination by Lessor. All permanent leasehold Improvements shall, upon termination, be and become the property of Lessor, unless provided otherwise elsewhere in this Lease. Termination by Lessor shall not relieve the Lessee of liability for any damages sustained by Lessor caused by Lessee's breach of this Lease.

5. HOLDOVER.

In the absence of a new lease agreement entered into before the expiration of the Initial Term or any Renewal Term under this Lease, Lessee shall be allowed to hold over for a period not to exceed sixty (60) days from the expiration date of such term. Holding over by Lessee after the expiration of the Initial Term or any Renewal Term under this Lease, whether with or without the consent of Lessor, shall not operate to extend or renew this Lease. Any such holding over shall be construed as a tenancy from month to month at the rents reserved in this Lease under the terms herein.

6. RENT AND FEES.

Lessee agrees to pay to Lessor, at the office of the Airport Manager, at the Airport, or at such place as Lessor may designate from time to time, for the use of the Premises the following rents and fees:

A. Ground Space Rent. Lessee shall pay to Lessor as annual rent for the Premises ("Annual Rent") Five thousand and four and 00/100 Dollars ($5,006.40). Annual Rent is calculated at a rate of Sixteen Cents ($ 0.16) per usable square foot for the Premises.

B. Schedule of Payments for Ground Space Rent. The fixed rental as Provided in Paragraph 6A (above) shall be payable to Lessor annually in advance on the anniversary of the effective date of this Lease.

C. Adjustments to Annual Rent. The Annual Rent as computed above shall be adjusted at the end of every year during the Initial Term and any Renewal Term with an increase of Two Percent (2%) per annum. The required lease payments are shown in Exhibit D, Payment Schedule.

D. Percentage of Gross Receipts Fees. Lessee shall pay to Lessor the following: A sum equal to Two Percent (2%) of the adjusted gross receipts from all business conducted and carried on by Lessee upon the Premises. In addition, Lessee shall require that any corporation member or sublessee conducting any aircraft-for-hire or other aviation related business notify Lessor of the intent to conduct such business, and require that any sublessee conducting any aircraft-for-hire or other aviation related business pay to Lessor the following: A sum equal to Two Percent (2%) of the adjusted gross receipts from all business conducted and carried on by sublessees upon the Premises. The term "adjusted gross receipts" as used in this Lease shall mean the aggregate amount of all sales made, and services performed, for cash, on credit or otherwise, of every kind, name and nature. Adjusted gross receipts shall also include the aggregate value of all goods, wares and merchandise received for property services, at the selling price thereof, as if the same had been sold for cash. There shall be excluded from adjusted gross receipts: (a) federal, state and municipal sales taxes, excise taxes, gross receipts taxes and all other similar taxes separately stated and/or collected from customers; and (b) bad debts and uncollectible accounts. This adjusted gross receipts fee shall be increased or decreased at such time as any other similar lease fee is adjusted or implemented. This adjusted gross receipts fee is due and payable annually within Thirty (30) days of the end of each calendar year for the preceding calendar year. Lessee, upon notification by the Airport Manager of any sublessee in default of this requirement, shall require that the sublessee in default vacate the Premises within 30 calendar days from receipt of said notification.

E. Security and Fire Protection Fees. Lessor reserves the right to impose fair and equitable fees for security and fire protection should such services be provided by Lessor and imposed on other similar leases

F. Late Payment Penalty. If the fixed rental payment as provided in Paragraph 6A and 6C (above) is not received within the twenty-five (25) days of its due date, Lessee shall pay a finance charge of 1.5% per month (18% annually) on such past due payment for each month or partial month thereafter that any payment due is not made.

G. Annual Statement. If Lessee generates any applicable gross revenues described in Paragraph 6D (above), Lessee shall submit via electronic mail a detailed statement to Lessor to accompany the annual payment, on a form satisfactory to Lessor, that shows the gross revenues of Lessee upon which compensation to Lessor is payable under this Lease for the preceding calendar year, which statement shall be subscribed and sworn to as correct by Lessee or certified by a licensed

accountant. The statement shall show such reasonable detail and breakdown by Lessee's payment for gross receipts percentage fees due. Lessee shall include with the breakdown of all rents, fees, and charges due Lessor for the preceding calendar year's business. Such statement shall contain, at a minimum, all annual activities and shall be subscribed and sworn to as correct by Lessee or certified by a licensed accountant.

7. RECORDS AND AUDIT.

A. In addition to the annual statement required under Paragraph 6G (above), Lessee shall provide and maintain true and accurate records of adjusted gross receipts under this Lease for a period of six (6) years from the date the record is made.

B. All records, accounts, books, delivery receipts and data on business activities maintained pursuant to Paragraph 7A (above) or elsewhere under this Lease shall be subject to inspection and audit by Lessor at Lessor's expense at all reasonable times; provided, however Lessor shall notify Lessee of any inspection or audit at least five (5) business days prior to any inspection or audit. However, if an audit reveals a discrepancy of more than five percent (5%) of the gross receipts reported and the gross receipts as determined by the audit for any 12 month period, and if Lessor requires an additional audit, the full cost of such additional audit shall be borne by the Lessee. Records shall be maintained for a period of not less than six (6) complete lease years.

C. The records and statements of business done by Lessee along with any other information obtained or inspected pursuant to this provision shall be considered proprietary information and shall not be subject to use or disclosure by Lessor for any purpose other than the ascertainment of rents, fees and charges under this Lease. Lessor may use the information and data provided by Lessee to compile gross receipts reports for airport activity reports provided the identity of Lessee is not disclosed.

8. INSURANCE.

A. Insurance Required. Lessee shall, at its sole cost and expense, procure and maintain at all times during the term of this Lease insurance coverage with limits not less than those set forth herein with insurers and under forms of policies satisfactory to Lessor, acceptance of which shall not unreasonably be withheld. A binder of all insurance policies required by this Lease shall be provided to the Airport Manager no later than the time of execution of this Lease, including certificates of insurance, as well as respective policy endorsements thereof. Said policies, if reasonably available, shall be procured from insurance carrier(s) authorized to do business in the State of New Mexico and rated A-, VII or better by A.M. Best. Certificates and insurance policies shall name Lessor, its directors, officers, employees, agents and trustees as additional insureds to all policies referenced in this Section, except the workers' compensation and employer's liability, and property insurance policies. Lessee's insurance policies shall be primary and without right of contribution from any other insurance as may be carried by Lessor, waive all rights of subrogation against the Lessor, inclusive of workers' compensation insurance, and provide not less than thirty (30) days written notice of cancellation or of any material change in coverage. However, Lessee shall be responsible for such notification to Lessor of cancellation or material change whether or not the insurer complies. Lessee shall promptly replace any policies terminated or cancelled and shall ensure no gaps in coverage. Lessor has and hereby reserves for all purposes of this Lease the right to revise the insurance requirements set forth

herein as to amounts, limitations and types of insurance, and Lessee hereby agrees to comply with such revised requirements upon reasonable notice from Lessor. Lessee is required to provide and maintain the following insurance and in the amounts indicated below:

1. Worker's Compensation and Employer's Liability. Lessee shall comply with all applicable provisions of the New Mexico Worker's Compensation Act; the Subsequent Injury Act; and the Occupational Disease Disablement Law. Such insurance, if required by the Acts and Law, shall include coverage permitted under N.M. Stat. Ann. 52-1-10 NMSA 1978, for safety devices. Lessee shall procure and maintain complete Employer's Liability Insurance in an amount of not less than $1,000,000 per accident for bodily injury or disease. If Lessee elects to be self-insured, Lessee shall comply with the applicable requirements of law. Lessee shall require any subcontractor or sublessee similarly to provide such coverage, or qualify as a self-insured, for all their employees. Lessor, its officers or employees shall not be responsible for any claims or actions occasioned by Lessee's failure to comply with the provisions of this subparagraph. It is expressly understood that employees of Lessee are not Lessor's employees for any purpose.

2. Aviation Commercial General Liability. If Lessee engages in commercial aviation activity, Lessee shall procure and maintain an aviation commercial general liability insurance policy for bodily injury, property damage and personal and advertising injury, including but not limited to, coverage for premises and operations, products and completed operations, and contractual liability in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate.

3. Hangar-Keeper Legal Liability Coverage. Lessee shall procure and maintain hangar-keeper's legal liability insurance with liability limits of not less than the aggregate value of all aircraft stored in the hangar. If Lessee engages in business in which Lessee is legally responsible for aircraft that Lessee does not otherwise insure, Lessee shall procure and maintain hangar-keeper's legal liability insurance with liability limits of not less than the aggregate value of all aircraft stored in the hangar.

4. Commercial Automobile Liability. Lessee shall procure and maintain commercial automobile liability coverage for all owned, leased or hired vehicles in an amount of not less than $1,000,000 per accident for bodily injury and property damage until such time as all Improvements have been completed.

5. Property Insurance. Lessee shall procure and maintain "All Risk" property coverage against loss or damage to Lessee's structures, improvements, trade fixtures, business personal property and equipment caused by fire and lightning, vandalism and malicious mischief, with extended coverage. Such extended coverage shall include loss or damage by explosion, windstorm, riot, aircraft, vehicle damage and such other hazards as are normally covered by such insurance. Coverage provided shall be at full replacement cost. Lessee shall be named as loss payee under the policy as its interest appears.

6. Builder's Risk Insurance (Course of Construction). During construction, Lessee shall procure and maintain builder's risk insurance utilizing an "All Risk" or Special Causes of Loss form covering damages to the work with limits equal to the completed value of the

project, with no coinsurance penalty provisions. The policy shall name Lessor as loss payee, as its interests may appear.

B. Additional Requirements. If any of the policies required to be maintained by Lessee under this Lease are written on a claims-made basis, the following shall apply:

1. The retroactive date must be shown, and must be before the date of this Lease Agreement.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after termination of the Lease;

3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to this Lease, Lessee must purchase an extended reporting period for a minimum of five (5) years after termination of the Lease.

9. INDEMNIFICATION.

To the fullest extent permitted by law, Lessee agrees to defend, indemnify and hold harmless Lessor, its directors, officers, employees and agents for any loss, liability, claims suits actions, regulatory proceedings, or expenses, including attorney's fees for injury to or death of any person, or any loss or destruction of any property arising out of or attributable to Lessee's or Lessee's agents, employees or sublessees negligent use or occupancy of the Premises, except any loss, liability, claims, suits, actions, regulatory proceedings or expenses caused by the negligence or willful misconduct of Lessor, its agents or employees. Lessee expressly waives any and all claims against Lessor for any compensation for any and all losses or damage sustained by reasons of any defect, deficiency or impairment of any electrical service system or electrical appliances or wires serving the Premises. The defense and indemnification obligations of Lessee under this Lease are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained herein. It is agreed that if any part of this indemnification is found to conflict with applicable laws, such part shall be unenforceable only insofar as it conflicts with said laws, and that this indemnification provision shall be judicially interpreted and rewritten to provide the broadest possible indemnification legally allowed and shall be binding upon Lessee. This indemnification agreement shall survive the termination of this Lease.

10. TERMINATION BY LESSOR.

Lessor may terminate this Lease by giving Lessee written notice of any alleged default under or breach of this Lease, provided that Lessee shall have thirty (30) days after receipt of such notice within which to cure such default or breach for any of the following:

A. Termination for Non-Payment. If Lessee shall default in any payment obligations contained herein, and the default shall continue for thirty 30 days after the effective date of written notice thereof to Lessee, given by Lessor in accordance with the provisions of this Lease, then Lessor shall have the option to declare the Initial Term or Renewal Term, as applicable, ended, without forfeiture, waiver or release of Lessor's rights to any sum of money due, and to recover and enjoy possession of the Premises, whether with or without process of law. In the event of termination for non-payment, Lessor may, at its option, attach a landlord's lien to any of the Improvements or other property of Lessee on the Premises, and notwithstanding any other

provision of this lease to the contrary, said Improvements or other property may not be removed from the Premises without Lessor's prior written approval.

B. Termination for Default other than Payment.

1. If Lessee shall default in the performance of any terms, covenants, agreements or conditions of this Lease other than in the performance of payment obligations, as set forth above, including, without limitation, Lessee's failure to complete the Improvements on schedule as provided for elsewhere in this Lease, as such schedule may be modified from time to time by the agreement of the Parties, and the default shall continue for thirty (30) days after the written notice thereof to the Lessee, given by Lessor in accordance with the provisions of this Lease, then Lessor shall have the option to declare the Term ended, without forfeiture, waiver or release of Lessor's rights to any sum of money due, and to recover and enjoy possession of the Premises, whether with or without process of law. However, if any default or breach may not reasonably and capably be cured within thirty (30) days after written notice thereof, and if Lessee promptly and diligently attempts to cure the default or breach, Lessor shall give Lessee reasonable additional time to cure the default or breach and Lessee shall pay Lessor for all costs incurred by Lessor as a result of Lessee's default and such payment shall be made promptly upon Lessee's receipt of written demand from Lessor.

2. No waiver of default by Lessor of any of the terms, covenants, agreements or conditions hereof to be performed, kept and observed by Lessee shall be construed to be a waiver of any subsequent default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of Annual Rent or other fees by Lessor for any period or periods after a default of any of the terms, covenants, agreements and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of Lessor to terminate this Lease for failure by Lessee to so perform, keep or observe any of the terms, covenants, agreements or conditions of this Lease.

C. Other Termination. Lessor may terminate this Lease only by giving the Lessee thirty (30) days written notice and opportunity to cure, with our without process of law, upon or after the happening of any one of the following events:

1. If Lessee fails to cure any default set forth in Paragraph 10 B (1) of this Lease within the periods set forth therein, Lessor may declare this Lease to be terminated and to re-enter the Premises or any part thereof, with or without the process of law, to expel, remove and put out Lessee or any other persons occupying the Premises. Lessee shall pay all costs, including reasonable attorney's fees and expenses and court costs that may arise in enforcing the covenants, conditions and terms of this Lease.

2. The filing by Lessee of a voluntary petition in bankruptcy, or the institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as bankrupt pursuant to such proceedings.

3. The taking of a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act.

4. The appointment of a receiver of Lessee's assets.

5. The termination or other termination of any insurance policy issued in compliance with this Lease shall automatically terminate this Lease, unless another policy has been filed and approved pursuant to this Lease.

6. If Lessee should breach any of the nondiscrimination covenants, Lessor shall have the right to terminate this Lease to reenter and repossess said Premises and hold the same as if said Lease had never been made or issued. Lessee shall be entitled to credit for the re-letting of the Premises at the fair market value for the remainder of the term.

11. TERMINATION BY LESSEE.

Lessee may terminate this Lease and terminate all or any of its obligations hereunder at any time that Lessee is not in default in the payment of any rents or fees to Lessor pursuant to this Lease by giving Lessor sixty (60) days advance written notice of its intentions to discontinue its business activities on the Premises.

12. RIGHTS OF LESSOR.

Lessor reserves the right to:

A. Operate the Airport in the best interest of the public and the right, without interference or hindrance, to maintain, improve, or further develop the landing area or public use facilities of the Airport as it sees fit, regardless of any protests of Lessee and to lease additional space to other concessions at the Airport regardless of any objection of Lessee. Lessor may relocate Lessee if the physical development of the Airport or the Airport Terminal requires relocation of Lessee, provided the Lessor gives sixty (60) days' written notice to Lessee and Lessor compensates Lessee for the Premises in one of the two following methods, at the Lessor's expense:

Method A. If Lessor determines it has vacant land available at the Airport which is generally comparable in location to that being taken for development, then Lessee shall relocate the Lessee-owned facilities to the new location in substantially similar form to that then existing. The Lessor shall reimburse Lessee within sixty (60) days for Lessee's actual expenses of relocation of its facilities, subject to Lessor's prior approval of the reasonableness of such expenses.

Method B. If Lessor determines that Lessee cannot be relocated as described in Method A above, then Lessor shall purchase from Lessee the Lessee-owned facilities, to which title shall then pass in fee simple to Lessor. The amount to be paid by Lessor to Lessee shall be the fair market value of the Improvements taken. Fair market value of the Improvements shall be determined by an appraiser selected by Lessee, and Lessor's consent to Lessee's selection of an appraiser shall not be unreasonably withheld. The cost of the appraisal of the fair market value of the Improvements shall be paid by Lessor, and the parties agree to be bound by the appraiser's determination of the fair market value of the Improvements.

B. Enter upon the Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Lease and any federal, state, or city laws, ordinances, regulations, rules and codes now or hereinafter in effect.

13. RIGHTS OF LESSEE.

A. Lessee shall have the right, but shall not be required:

1. In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

2. To the non-exclusive use, in common with others, of the Airport, appurtenances and improvements thereon, but this shall not restrict the right of Lessor to charge visitors a fee for the use of such areas.

3. To install, operate maintain, repair and store, subject to approval of Lessor in the interests of safety and the convenience of all concerned, all equipment necessary for the conduct of Lessee's business.

4. Of access to and from the Premises, limited to taxiways, streets, driveways and sidewalks designated for such purposes by the Lessor, and which right shall extend to Lessee's employees, passengers, guests and patrons.

B. Lessee and its sublessees are authorized, but not required, to provide the following services and to engage in the following activities:

1. Lease of aircraft hangars for the purpose of private or business aircraft storage together with all other normal, reasonable and related activities (except as may be excluded elsewhere in this Lease), provided that all such activities shall be consistent with the Airport Minimum Standards Ordinance as the same may be amended from time to time;

2. Private aircraft storage;

3. Conduct aircraft-for-hire or other aviation related business together with all other normal, reasonable and related activities except as may be excluded elsewhere in this Lease and to be consistent with the then applicable Airport Minimum Standards Ordinance as the same may be amended from time to time.

C. So long as Lessee conducts its business in a fair, reasonable and workmanlike manner, to peaceably have and enjoy the Premises, and all the rights and privileges herein granted.

14. MAINTENANCE OF IMPROVEMENTS.

Lessee shall maintain the Improvements, keep the Premises in good order, make such repairs as are customary, remove abandoned equipment from the Premises and shall not deposit the same on or any portion of the Airport except on such areas as shall be reasonably designated by Lessor. Lessee shall be responsible for providing all customary and necessary janitorial and custodial services on the Premises and shall be responsible for snow, rubbish and trash removal and weed control, together with any work necessary to assure that the Premises do not detract from the Airport.

15. TRANSFER OF INTEREST.

Except as otherwise provided herein, Lessee may not, without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed at any time during the term of this Lease, sell, lease, assign, transfer or permit be acquired, this Lease or any interest herein. Lessee may sublease any portion of the leasehold interest to parties who will provide aviation-related services permitted hereunder, and who accept the terms of this Lease pursuant to any sublease agreement. Lessee shall, however, be permitted to enter into a leasehold mortgage, collateral assignment or security interest in the form approved by Lessor, for construction and/or business operation financing purposes. However, the amount secured by such financing shall not exceed the value of the Improvements on the Premises and the value of any other leasehold improvements owned by Lessee pursuant to leases (other than this Lease) between Lessor and Lessee. Leasing and subleasing of hangar and tie down space on the Premises, to individual aircraft owners, shall be allowed without Lessor's consent.

16. OBSERVATION OF LAWS, RULES AND REGULATIONS.

Lessee and Lessor agree to observe and obey during the Term of this Lease, all laws, ordinances, minimum standards, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of operations at the Airport, including the federal government, the state and the City now or hereafter in effect.

17. UTILITIES, REFUSE AND SEWER.

Lessee is responsible for providing all installation and service cost for all utility needs at Lessee's sole expense. Lessee agrees that if in the future Lessor decides to provide sewer or refuse service, then Lessee will pay a reasonable and fair charge for such service(s). Until such time, Lessee shall be responsible for its own sewer service and garbage disposal.

18. ALTERATIONS AND IMPROVEMENTS.

A. Lessee shall not make or suffer or permit to be made any alterations, additions or improvement whatsoever in or about the Premises without first obtaining the written consent of the Airport Manager. If Lessor gives such consent, all alterations or improvements shall be done solely at the Lessee's expense and in accordance and in compliance with all applicable municipal, state and federal ordinances, laws, rules and regulations. Alterations or improvements shall be compatible with the general décor of the Airport Terminal or with such design standards as Lessor may adopt from time to time. Lessee has Lessor's consent to place temporary buildings on the Premises prior to, and during, construction.

B. Lessee shall allow no liens of mechanics, materialmen, laborers, architects, artisans, contractors or subcontractors to be created against or imposed upon the Premises. Lessee shall, upon request by Lessor, provide a labor and materialman's bond to cover all work and materials and labor arising out of such alterations, additions or improvements. No default shall occur if Lessee contests the amount or validity of any such lien, and actively litigates such claim to conclusion. Lessee may bond against such liens, as may be allowed by law, without constituting a default hereunder.

19. DESTRUCTION OF PREMISES.

If at any time during the Term of this Lease, the Premises shall be totally or partially destroyed by fire, earthquake, flood, or other calamity, then Lessee shall have the option to rebuild or repair the Improvements and Lessee shall rebuild and repair the Premises, providing such rebuilding or repairing shall be commenced within a period of thirty (30) days after receipt of notice in writing to Lessor by Lessee that such calamity has occurred. In such case a just and proportionate part of the rental payment per month shall be abated until such demised property shall have been rebuilt and repaired. In case, however, Lessor within thirty (30) days following receipt of notice in writing by Lessee of such damage or destruction elects not to consent to Lessee's election to rebuild or repair said property, Lessor shall so notify Lessee and thereupon this Lease shall terminate and become null and void. In such event, the Lessor shall compensate Lessee for the fair market value of the Improvements less any insurance proceeds collected by Lessee as a result of the event.

20. FAIR AND NONDISCRIMINATORY SERVICES.

Lessee, in the conduct of its authorized business activities shall furnish good, prompt and efficient service in compliance with all applicable laws, rules and regulations adequate to meet the demand for its services at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and agrees to furnish such services at fair, equal and not unjustly discriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchases. Lessee agrees to operate the business in an ethical and professional manner and shall keep the Premises in a safe, clean, orderly and inviting condition at all times, satisfactory to the Lessor. Lessee shall not permit its employees or agent to solicit customers on public property.

21. TITLE VI CIVIL RIGHTS ASSURANCES.

A. Lessee, for itself, its personal representative, successors in interest, and assigns, as part of the consideration under this Lease, does hereby covenant and agree as a covenant running with the land that:

1. No person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises.

2. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination.

3. Lessee shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

B. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, disability or sex be excluded from participating in any employment activities covered in 14 CFR part 152, Subpart E. Lessee assures that no person shall be excluded on these grounds from participating in or receiving the service or benefits of any program or activity covered by this subject. Lessee assures that it will require that its covered sub-organizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by CFR Part 152 Subpart E, to the same effect.

22. AIRCRAFT SERVICE BY OWNER OR OPERATOR OF AIRCRAFT

No right or privilege has been granted which would prevent Lessee or sublessees from performing any maintenance or repair on its own aircraft as long as such work or services are not contrary to any Federal State or Local law, rule, regulation, now or hereafter in effect.

23. ENVIRONMENTAL PROTECTION.

A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of the Airport or surrounding property. Lessee shall provide, as necessary, a separate drainage, collection, and/or separation system to ensure that no untreated liquid waste from any type of operation, including vehicle cleaning, fueling, and oil change operations, will enter the Airport storm drainage or sanitary system.

B. Lessee shall, at all times, comply with all applicable laws, rules and regulations of the federal, state, and local governmental agencies. Lessee shall not permit any activity which directly or indirectly produces objectionable or unlawful amounts or levels of air pollution, noise, glare, heat emission, electronic or radio interference with navigational and communications facilities for the operation of the Airport and for Airport use by aircraft, trash or refuse accumulation, vibration, prop-wash or jet blast, or which is hazardous or dangerous by reason or risk of explosion, fire or harmful emission. Any waste oil storage tanks shall be in approved containers and in accordance with all environmental and fire protection regulations.

C. Hazardous substances are any substance, material, or waste (including any petroleum products, solvents, thinners, herbicides and soil sterilants and aircraft de-icing fluids) which is or becomes designated, classified or regulated as being "toxic," "hazardous," a "pollutant," or is in the future given a similar designation under any federal, state or local law, regulation or ordinance.

D. Lessee agrees to defend, indemnify and hold Lessor harmless from and against all liabilities, claims, actions, foreseeable and unforeseeable consequential damages, costs and expenses (including sums paid in settlement of claims and all consultant, expert and legal fees and expenses of Lessor's counsel) or loss directly or indirectly arising out of or resulting from the presence of any hazardous substance as a result of Lessee's or sublessee's activities on the Premises, subsequent to the execution of this Lease but before, during or after construction, in or around any part of the property or the soil, groundwater or soil vapor on or under the property, including those incurred in connection with any investigation of site conditions or any cleanup,

remedial, removal or restoration work, or any resulting damages or injuries to the person or property of any parties or to any natural resources. Upon demand by Lessor, Lessee shall defend any investigation, action or proceeding alleging the presence of any hazardous substance as a result of Lessee's or its subtenant's occupancy of the leased property, in any such location which affects the property or which is brought the Lessor, whether alone or together with Lessee or any other person, all at Lessee's own cost and by counsel to be approved by Lessor in the exercise of its reasonable judgment Should Lessee fail to defend such action, then Lessor may elect to conduct its own defense at the expense of the Lessee. Lessee shall comply and cause all occupants of the property to comply with all laws, regulations, and ordinances governing or applicable to hazardous substances. Lessee acknowledges that hazardous substances may permanently and materially impair the value and use of real property. Lessee shall promptly notify Lessor if it knows, suspects or believes, there may be any hazardous substance in or around the property or in the soil, groundwater, on or under the leased property, or that Lessee or the property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation, or ordinance pertaining to any hazardous substance. Lessee shall have no obligation to defend, indemnify, or hold harmless Lessor from any claims, causes of action, or damages which arise on account of Lessor's own conduct, the conduct of third parties other than Lessee's subtenants, or which is attributable to pre-existing conditions or events over which Lessee exercises no control, even though the Premises may be impacted hereby.

24. NONEXCLUSIVE RIGHTS.

A. Lessee shall have the exclusive right and privilege of engaging in and conducting a business on the Premises under the terms and conditions set forth herein, provided, however, that this Lease shall not be construed in any manner to grant Lessee or those claiming under Lessee in this Lease the exclusive right to use the common areas and facilities of said Airport other than the Premises.

B. Lessor shall have the right to lease other portions of the Airport or Airport Terminal to other lessees, including other ground, air and transportation services. Lessor shall not in the future lease any other Airport premises to any other lessees providing the same or similar services and activities authorized in this Lease at rental rates or terms more favorable or less restrictive to the lessees than set forth in this Lease without Lessee's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. Lessee understands and agrees that nothing in this Lease shall be construed as granting or authorizing the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended.

25. TAXES AND LICENSES.

A. Lessee shall promptly pay any and all taxes, personal property tax, leasehold tax, gross receipts tax, transaction privilege tax or other exaction assessed or assessable and pay all license fees and permit fees applicable to the Lessee's operation, and acquire and keep current, all licenses, municipal, state or federal, as the result of Lessee's operations at the Airport pursuant to this Lease, and shall not allow any of said taxes, excises or licenses to become delinquent.

B. Lessee shall not permit any mechanics' or materialman's or any other lien to be placed or foreclosed upon the Premises or improvements thereto. Lessee shall have the ability to contest

payment demand by a contractor. Should the Lessee withhold payments to a contractor, the Lessee shall be required, at Lessor's option, to deposit with Lessor or a court of competent jurisdiction, an amount equal to the amount in dispute.

26. SUBORDINATE PROVISIONS.

This Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of New Mexico relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport.

27. OBSTRUCTIONS.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the airport, prepare and submit to the Airport Manager and the Federal Aviation Administration, Airports District Office, 2601 Meacham Blvd., Ft. Worth, TX, 76137 one executed set (four copies) of FAA form 7460-1 "Notice of Proposed Construction or Alterations", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty (30) days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

Should a Federal Aviation Administration Obstruction Evaluation determine that obstruction lights are needed or required on new construction, or should Federal Aviation Administration rules and regulations change to require obstruction lights on existing structures which previously did not require obstruction lights, Lessee agrees to install, maintain and operate such obstruction lights on the top of buildings or structures to be placed on the Premises. If Lessee fails to install, maintain and operate such obstruction lights then the Lessor shall have the right to install, maintain and operate the same at Lessee's expense.

28. SIGNS.

Lessee shall not erect or mount any signs on the Premises without approval of Airport Manager.

29. AMENDMENT IN WRITING.

No amendment between Lessor and Lessee relative to the leasehold interest herein shall be valid and enforceable unless in writing and executed by both Lessor and Lessee.

30. CHOICE OF LAW.

In the event of contest or legal dispute regarding this Lease, this Lease shall be construed according to the laws of the State of New Mexico and applicable City Ordinances.

31. APPROVALS, CONSENTS AND NOTICES.

Notices required to be given to Lessor shall be hand-delivered, sent via email, overnight courier service, or by certified mail, postage prepaid, addressed to:

Airport Manager
Santa Fe Regional Airport
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.2901
naschiavo@santafenm.gov

With a copy to:

City Manager
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.6848
bksnyder@santafenm.gov

City Attorney
P.O. Box 909
Santa Fe, New Mexico 87504-0909
505.955.6961
kabrennan@santafenm.gov

Any approvals, consents and/or notices to be given to Lessee shall be hand-delivered, sent via overnight courier service or sent by certified mail to:

John Elling
Gate 13 LLC
590 Monte Alto
Santa Fe NM 87501

Or to such other addresses as may be provided from time to time by each of the Parties to the other in accordance with the notice requirements of this Paragraph 31.

32. PARAGRAPH HEADINGS.

The paragraph and subparagraph headings contained in this Lease are inserted for reference and convenience and are not intended to define or limit the scope of any provision of this Lease.

33. INVALID PROVISIONS.

In the event any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provisions contained in this Lease shall not affect the enforceability of the balance of this Lease; provided that the invalidity of such covenant, condition or provision does not materially prejudice either Lessor or Lessee in its respective rights and obligations contained in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be executed as of the day and year first above written.

ATTEST:

Yolanda Y. Vigil, City Clerk
CC mtg. 2/28/18

Javier M. Gonzales, Mayor

APPROVED AS TO FORM:

Kelley Brennan, City Attorney

APPROVED:

3.12.18
Adam Johnson, Finance Director

John Elling, Gate 13 LLC

STATE OF NEW MEXICO)
)
COUNTY OF SANTA FE)

This instrument was acknowledged before me on March 2, 2018, by John Elling, the Owner of Gate 13 LLC, a New Mexico LLC.

Notary Public
My Commission Expires: 4/23/18

OFFICIAL SEAL
MELISSA D. BYERS
Notary Public
State of New Mexico
My Comm. Expires 4/23/18

Exhibit A

DESCRIPTION LEASE PARCEL LOT 9B

ALL THAT PORTION OF

LEASE PARCEL L9B OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY,
WITHIN SECTION 15, TOWNSHIP 16 NORTH,
RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

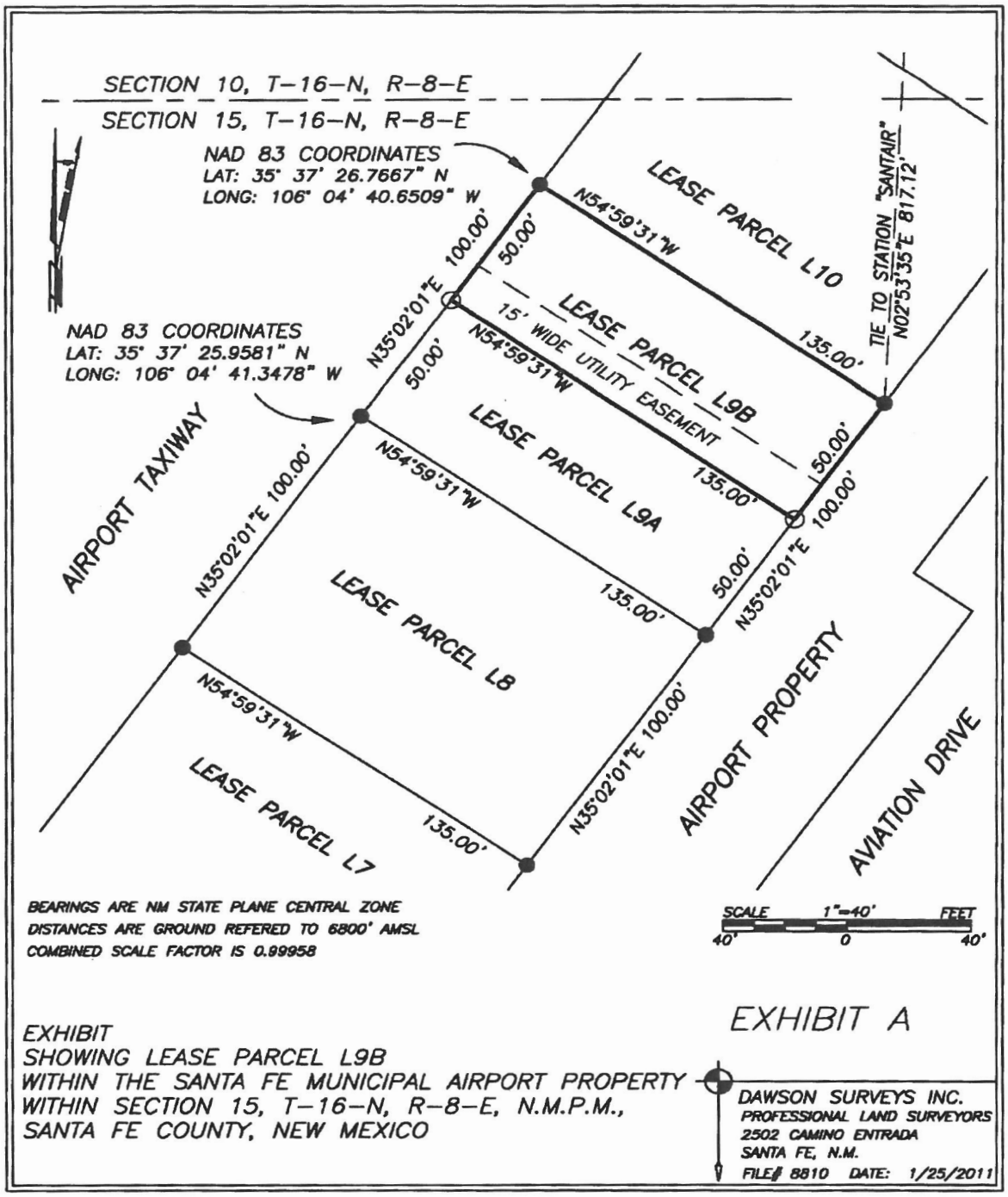
BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF SAID
LEASE PARCEL L9B, HAVING NAD83 COORDINATES OF
LATITUDE 35° 37' 26.7667" NORTH AND
LONGITUDE 106° 04' 40.6509" WEST,

THENCE S54°59'31"E, 135.00 FEET;
THENCE S35°02'01"W, 50.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 50.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING
0.155 ACRES, MORE OR LESS,

SUBJECT TO A 15 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH WEST
BOUNDARY OF THIS PORTION OF SAID LEASE PARCEL L9B,

ALL AS SHOWN ON EXHIBIT A ATTACHED HERETO.


SECTION 10, T-16-N, R-8-E
SECTION 15, T-16-N, R-8-E
NAD 83 COORDINATES
LAT: 35° 37' 26.7667" N
LONG: 106° 04' 40.6509" W
NAD 83 COORDINATES
LAT: 35° 37' 25.9581" N
LONG: 106° 04' 41.3478" W
LEASE PARCEL L10
LEASE PARCEL L9B
LEASE PARCEL L9A
LEASE PARCEL L8
LEASE PARCEL L7
15' WIDE UTILITY EASEMENT
N54°59'31"W
135.00'
50.00'
100.00'
N35°02'01"E
TIE TO STATION "SANTAIR"
N02°53'35"E 817.12'
AIRPORT TAXIWAY
AIRPORT PROPERTY
AVIATION DRIVE
BEARINGS ARE NM STATE PLANE CENTRAL ZONE
DISTANCES ARE GROUND REFERED TO 6800' AMSL
COMBINED SCALE FACTOR IS 0.99958
SCALE 1"=40' FEET
40' 0 40'
EXHIBIT A
EXHIBIT
SHOWING LEASE PARCEL L9B
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
WITHIN SECTION 15, T-16-N, R-8-E, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 8810 DATE: 1/25/2011

DESCRIPTION LEASE PARCEL L10

ALL THAT PORTION OF

THE SANTA FE MUNICIPAL AIRPORT PROPERTY BEING LEASE PARCEL L10, WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP L.S. 7014, BEING THE NORTHEAST CORNER OF SAID LEASE PARCEL, HAVING NAD 83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1682490.283 GRID E:1691711.825, LAT.:35°37'26.808"N LONG.:106°04'38.617"W WHICH LIES S01°15'41"E 734.37 FEET FROM NGS CONTROL STATION SANTAIR,

THENCE S35°02'01"W, 100.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 100.00 FEET;
THENCE S54°59'31"E, 135.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.3099 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO.

Diego J. Sisneros 2/1/2013

DIEGO J. SISNEROS N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL SURVEYOR

EXHIBIT A

DESCRIPTION OF LEASE PARCEL L11

ALL THAT PORTION OF OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

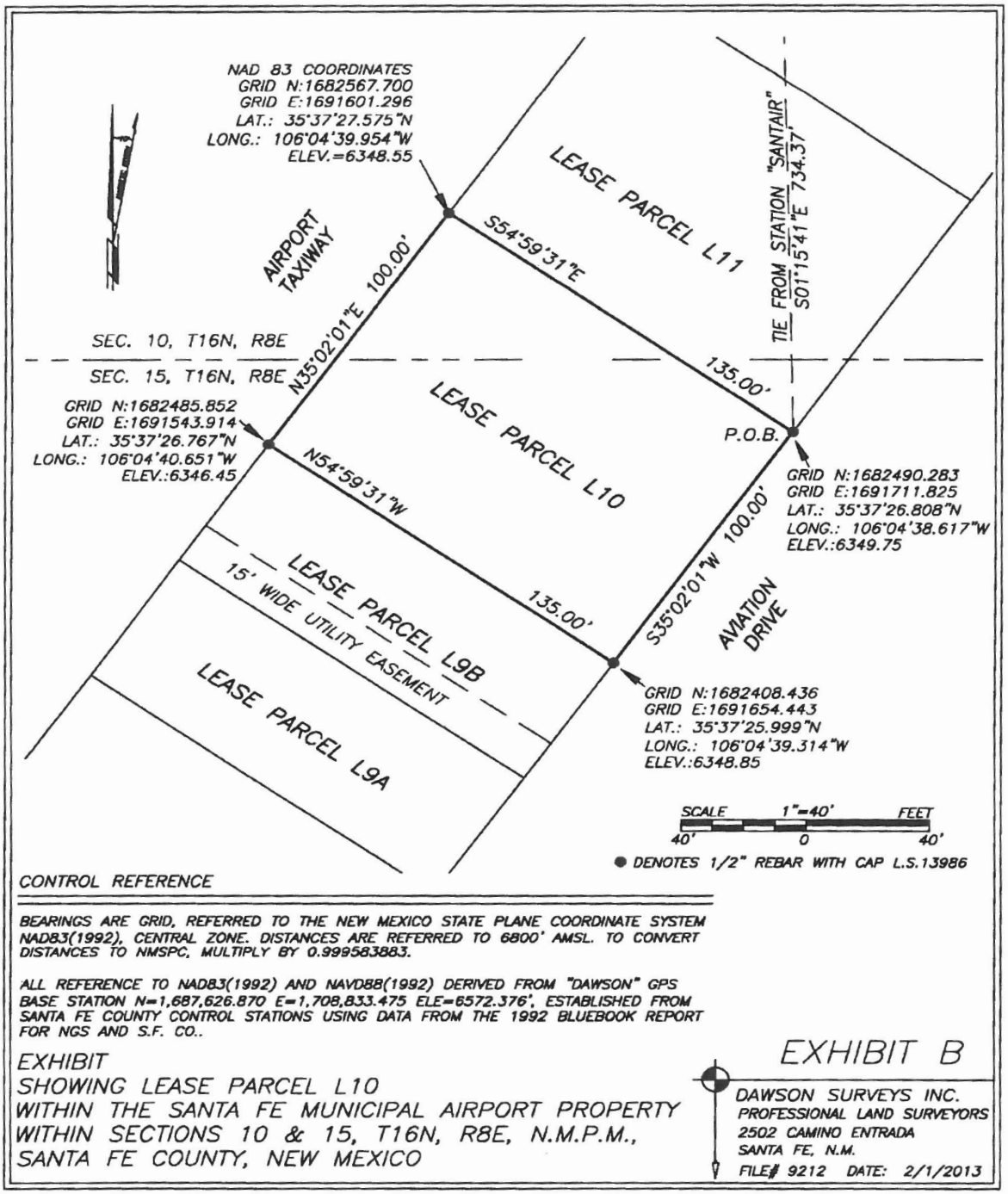
BEGINNING AT THE MOST NORTH CORNER OF SAID PARCEL, WHICH LIES S03°40'59"W 576.05 FEET FROM NGS CONTROL STATION "SANTAIR" HAVING NAD83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1683224.17 GRID E:1691695.66, LAT.:35°37'34.066"N LON.:106°04'38.797"W,
THENCE S54°59'31"E A DISTANCE OF 135.00 FEET;
THENCE S35°02'01"W A DISTANCE OF 100.00 FEET;
THENCE N54°59'31"W A DISTANCE OF 135.00 FEET;
THENCE N35°02'01"E A DISTANCE OF 100.00 FEET;
TO THE POINT OF BEGINNING, MORE OR LESS, HAVING AN AREA OF 0.310 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION.



DIEGO J. SISNEROS N.M.P.L.S. #13986 1/26/2018

EXHIBIT A

Exhibit B



CONTROL REFERENCE

BEARINGS ARE GRID, REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD83(1992), CENTRAL ZONE. DISTANCES ARE REFERRED TO 6800' AMSL. TO CONVERT DISTANCES TO NMSPC, MULTIPLY BY 0.999583883.

ALL REFERENCE TO NAD83(1992) AND NAVD88(1992) DERIVED FROM "DAWSON" GPS BASE STATION N=1,687,626.870 E=1,708,833.475 ELE=6572.376', ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND S.F. CO..

EXHIBIT
SHOWING LEASE PARCEL L10
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
WITHIN SECTIONS 10 & 15, T16N, R8E, N.M.P.M.,
SANTA FE COUNTY, NEW MEXICO

EXHIBIT B

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M.
FILE# 9212 DATE: 2/1/2013

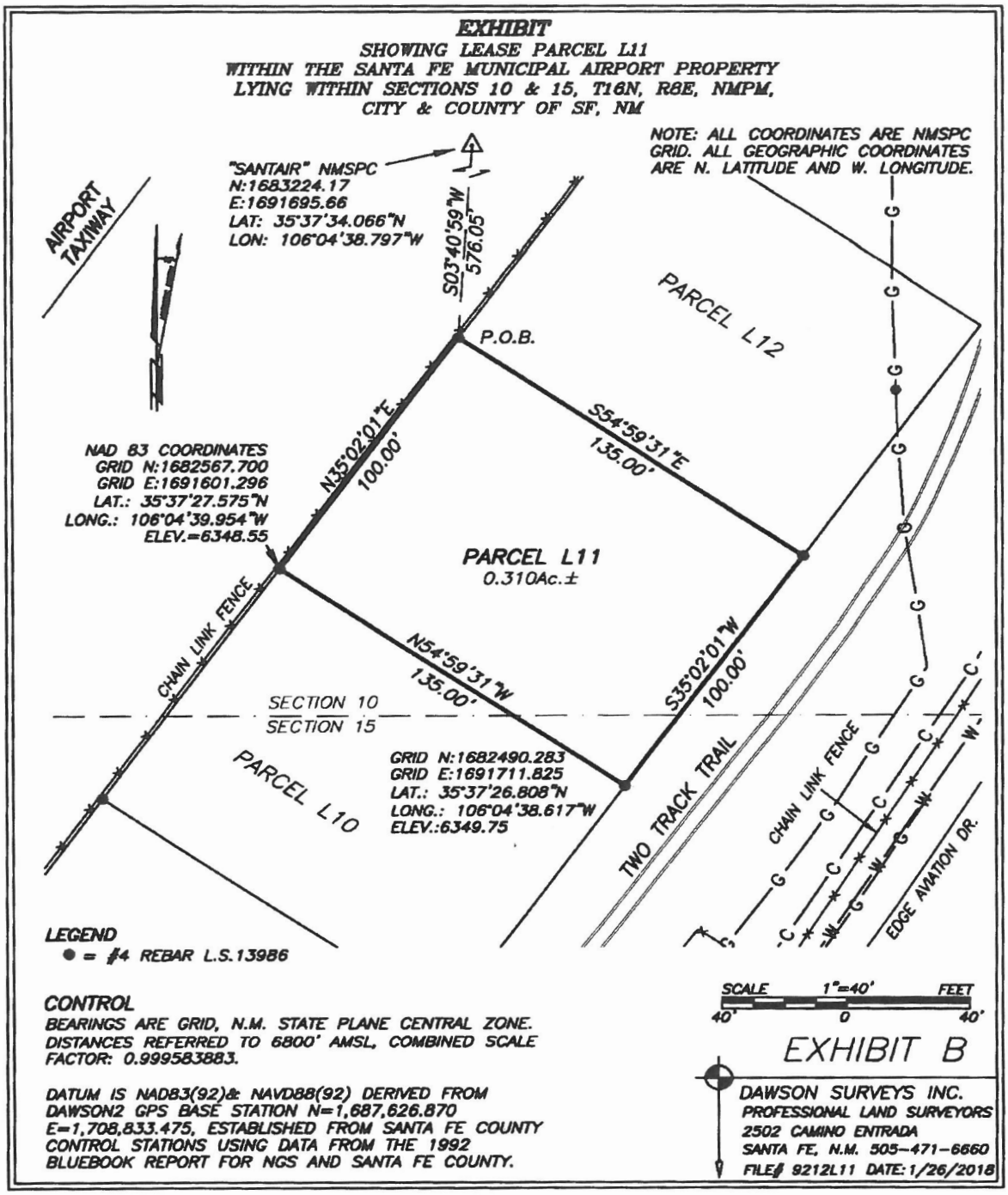


EXHIBIT
SHOWING LEASE PARCEL L11
WITHIN THE SANTA FE MUNICIPAL AIRPORT PROPERTY
LYING WITHIN SECTIONS 10 & 15, T16N, R8E, NMPM,
CITY & COUNTY OF SF, NM
NOTE: ALL COORDINATES ARE NMSPC GRID. ALL GEOGRAPHIC COORDINATES ARE N. LATITUDE AND W. LONGITUDE.
"SANTAIR" NMSPC
N:1683224.17
E:1691695.66
LAT: 35°37'34.066"N
LON: 106°04'38.797"W
AIRPORT TAXIWAY
S03°40'59"W
576.05'
P.O.B.
PARCEL L12
S54°59'31"E
135.00'
N35°02'01"E
100.00'
NAD 83 COORDINATES
GRID N:1682567.700
GRID E:1691601.296
LAT.: 35°37'27.575"N
LONG.: 106°04'39.954"W
ELEV.=6348.55
PARCEL L11
0.310Ac.±
CHAIN LINK FENCE
N54°59'31"W
135.00'
S35°02'01"W
100.00'
SECTION 10
SECTION 15
PARCEL L10
GRID N:1682490.283
GRID E:1691711.825
LAT.: 35°37'26.808"N
LONG.: 106°04'38.617"W
ELEV.:6349.75
TWO TRACK TRAIL
CHAIN LINK FENCE
EDGE AVIATION DR.
LEGEND
● = #4 REBAR L.S.13986
CONTROL
BEARINGS ARE GRID, N.M. STATE PLANE CENTRAL ZONE. DISTANCES REFERRED TO 6800' AMSL, COMBINED SCALE FACTOR: 0.999583883.
DATUM IS NAD83(92)& NAVD88(92) DERIVED FROM DAWSON2 GPS BASE STATION N=1,687,626.870 E=1,708,833.475, ESTABLISHED FROM SANTA FE COUNTY CONTROL STATIONS USING DATA FROM THE 1992 BLUEBOOK REPORT FOR NGS AND SANTA FE COUNTY.
SCALE 1"=40' FEET
40' 0 40'
EXHIBIT B
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, N.M. 505-471-6660
FILE# 9212L11 DATE: 1/26/2018

Exhibit C

Exhibit D

PAYMENT SCHEDULE			
YEAR	PAYMENT	YEAR	PAYMENT
2018	$5,006.40	2033	$6,737.96
2019	$5,106.53	2034	$6,872.71
2020	$5,208.66	2035	$7,010.17
2021	$5,312.83	2036	$7,150.37
2022	$5,419.09	2037	$7,293.38
2023	$5,527.47	2038	$7,439.25
2024	$5,638.02	2039	$7,588.03
2025	$5,750.78	2040	$7,739.79
2026	$5,865.80	2041	$7,894.59
2027	$5,983.11	2042	$8,052.48
2028	$6,102.77	2043	$8,213.53
2029	$6,224.83	2044	$8,377.80
2030	$6,349.33	2045	$8,545.36
2031	$6,476.31	2046	$8,716.26
2032	$6,605.84	2047	$8,890.59

ITEM # _____

WHEN RECORDED RETURN TO: Airport Manager, Santa Fe Municipal Airport, PO Box 909, Santa Fe NM 87504-0909

ASSIGNMENT OF INTEREST IN LEASE

Parcels L9B, L10, and L11 on the City of Santa Fe Regional Airport

THE ASSIGNMENT OF INTEREST IN SANTA FE REGIONAL AIRPORT LEASE AGREEMENT (the **"Assignment"**) is entered into this ___day of___, 2021, by and between:

i. **Gate 13, LLC,** a New Mexico Limited Liability Corporation, having a legal mailing address of c/o John Elling 590 Monte Alto, Santa Fe, NM 87501 ("**Assignor**"), which is the Lessee of Lease Parcels L9B, L10, and L11 on the City of Santa Fe Regional Airport;

ii. **Gate 13 Hangar Condominium Association**, having a legal mailing address of c/o John Elling, 590 Monte Alto, Santa Fe, NM 87501 ("**Assignee**");

iii. **The City of Santa Fe**, New Mexico, having a legal mailing address of Airport Manager, Santa Fe Regional Airport, PO Box 909, Santa Fe NM 87504-0909 (**"Lessor"**), which has executed this assignment solely for the purpose of acknowledging its consent to the assignment.

RECITALS

A. Lessor leased Parcels L9B, L10, and L11 to Assignor on February 28, 2018, recorded as item # 18-0188 ("Lease Agreement"). The Lease Agreement encumbers the real property described in **Exhibit A**, attached hereto and incorporated herein (the "Property")

B. Paragraph 15 of the Lease Agreement permits assignment of Lessee's interest with prior written consent of Lessor.

C. Assignee has executed this Assignment as Assignee of the interest of Assignor and, by this Assignment, accepts the assignment of the interests of Assignor in the Lease Agreement.

AGREEMENT

Now, therefore, in consideration of Ten Dollars ($10.00), the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby quitclaims and assigns without warranties all of its rights and obligations as Lessee to Assignee, as permitted by the Lease Agreement.

2. Acceptance of Assignment. Assignee hereby accepts the assignment of the rights and obligations of Assignor as Lessee.

3. Representations by Lessor. Lessor has provided information, assurances, and representations to Assignee that there are no outstanding violations of the Lease Agreement as of the date of this Assignment and Assignee has inspected the Property and is satisfied that the Assignor is in compliance with the terms of the Lease Agreement.

4. Release of Original Lessee. Assignor is hereby released from any and all obligations and liability as Lessee under the terms of the Lease Agreement. Assignee is hereby released from any and all obligations and liability as Lessee under the terms of the Lease Agreement for events arising prior to the date of this Assignment.

5. Lessor Consent. By its signature below, Lessor hereby consents to this Assignment, agrees to its terms, and waves any notice requirements, if any, in the Lease Agreement

ASSIGNOR

Gate 13, LLC

By: _____
Name: John W Elling
Title: Sole Member

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing document was acknowledged before me this ___ day of July 2021 by John Elling as Sole Member of Gate 13, LLC, a New Mexico Limited Liability Corporation

Witness, my hand and official seal.

_____
Notary Public

My Commission Expires: _____

ASSIGNEE

Gate 13 Hangar Condominium Association, Inc.

By: _____

Name: John W Elling
Title: Board Member

STATE OF New Mexico)
) ss.
COUNTY OF Santa Fe)

The foregoing document was acknowledged before me this ___ day of July 2021 by John Elling as Board Member Gate 13 Hangar Condominium Association, a New Mexico Nonprofit Corporation.

Witness, my hand and official seal.

_____
Notary Public

My Commission Expires: _____

CONSENT AND APPROVAL OF ASSIGNMENT BY LESSOR

Lessor hereby consents to the assignment of the lease Agreement.

LESSOR:

_____
MAYOR

DATE: _____

ATTEST:

_____
CITY CLERK

APPROVE AS TO FORM

_____
SENIOR ASSISTANT CITY ATTORNEY

Exhibit A

Legal Description

DESCRIPTION LEASE PARCEL LOT 9B

ALL THAT PORTION OF

LEASE PARCEL L9B OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY, WITHIN SECTION 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE MOST NORTHERLY CORNER OF SAID LEASE PARCEL L9B, HAVING NAD83 COORDINATES OF LATITUDE 35° 37' 26.7667" NORTH AND LONGITUDE 106° 04' 40.6509" WEST,

THENCE S54°59'31"E, 135.00 FEET;
THENCE S35°02'01"W, 50.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 50.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.155 ACRES, MORE OR LESS,

SUBJECT TO A 15 FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH WEST BOUNDARY OF THIS PORTION OF SAID LEASE PARCEL L9B,

ALL AS SHOWN ON EXHIBIT A ATTACHED HERETO.

DESCRIPTION LEASE PARCEL L10

ALL THAT PORTION OF

THE SANTA FE MUNICIPAL AIRPORT PROPERTY BEING LEASE PARCEL L10, WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" REBAR WITH CAP L.S. 7014, BEING THE NORTHEAST CORNER OF SAID LEASE PARCEL, HAVING NAD 83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1682490.283 GRID E:1691711.825, LAT.:35°37'26.808"N LONG.:106°04'38.617"W WHICH LIES S01°15'41"E 734.37 FEET FROM NGS CONTROL STATION SANTAIR,

THENCE S35°02'01"W, 100.00 FEET;
THENCE N54°59'31"W, 135.00 FEET;
THENCE N35°02'01"E, 100.00 FEET;
THENCE S54°59'31"E, 135.00 FEET;

MORE OR LESS TO THE POINT OF BEGINNING, CONTAINING 0.3099 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO.

DESCRIPTION OF LEASE PARCEL L11

ALL THAT PORTION OF OF THE SANTA FE MUNICIPAL AIRPORT PROPERTY WITHIN SECTIONS 10 & 15, TOWNSHIP 16 NORTH, RANGE 8 EAST, N.M.P.M., SANTA FE COUNTY, NEW MEXICO

WHICH PORTION MAY BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTH CORNER OF SAID PARCEL, WHICH LIES S03°40'59"W 576.05 FEET FROM NGS CONTROL STATION "SANTAIR" HAVING NAD83 NEW MEXICO STATE PLANE CENTRAL ZONE COORDINATES OF GRID N:1683224.17 GRID E:1691695.66, LAT.:35°37'34.066"N LON.:106°04'38.797"W,
THENCE S54°59'31"E A DISTANCE OF 135.00 FEET;
THENCE S35°02'01"W A DISTANCE OF 100.00 FEET;
THENCE N54°59'31"W A DISTANCE OF 135.00 FEET;
THENCE N35°02'01"E A DISTANCE OF 100.00 FEET;
TO THE POINT OF BEGINNING, MORE OR LESS, HAVING AN AREA OF 0.310 ACRES, MORE OR LESS, AS SHOWN ON EXHIBIT B ATTACHED HERETO AND MADE A PART OF THIS DESCRIPTION.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for Approval of the Assignment of Santa Fe Regional Airport Lease Agreement (Item #18-0188) from "Gate 13, LLC," to "Gate 13 Hangar Condominium Association. (Mark Baca, Airport Manager: mdbaca@santafenm.gov, 955-2901)

Committee	**Review:**
Finance Committee:	11/1/21
Public Works and Utilities:	11/8/21
Governing Body: 11/10/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

City of Santa Fe, New Mexico
Memorandum

DATE: **October 15, 2021**

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

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Paul Babcock, Fire Department Chief PB

FROM: **Andres J. Mercado, Battalion Chief MIH** AJM

ITEM AND ISSUE:
Request for the Approval of a Software Contract in the Total Amount of $354,755.98 for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, ajmercado@santafenm.gov 505-629-6255.

BACKGROUND AND SUMMARY:

Data capture and records management is crucial for the Santa Fe Fire Department (SFFD) for clinical, compliance, financial, evaluation, legal and business operations reasons. SFFD currently relies on contracts with two software vendors, one hosting service and outdated paper processes. The ImageTrend software platform will allow SFFD to improve its data workflow and its ability to access and organize department data.

PROCUREMENT METHOD:
This vendor was selected through the RFP process.

CONTRACT NUMBER:
The FY20 Munis contract number is 3203036 .

FUNDING SOURCE:

General fund money monies will fund this contract.

Munis Org Name/Number: Professional Contracts/1002001.510300

ACTION REQUESTED:
The Fire Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ImageTrend, Inc.

Procurement Title: Comprehensive and Integrated Software Platform for SFFD

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

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

Department Requesting Community Health and Safety/Fire Staff Name Andres Mercado

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: Business Associate Agreement

Andres J Mercado	Battalion Chief-MIH	09/20/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway Fran Dunaway (Oct 19, 2021 16:16 MDT)	Chief Procurement Officer	Oct 19, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203036

Contractor: **ImageTrend, Inc.**

Description: **Comprehensive and Integrated Software Platform for SFFD**

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

Term Start Date: **10/01/2021** Term End Date: **06/30/2025**

[ ] Approved by Council Date:

Contract / Lease: **Software Contract**

Amendment # **n/a** to the Original Contract / Lease # **n/a**

Increase/(Decrease) Amount $ **n/a**

Extend Termination Date to: **n/a**

[ ] Approved by Council Date: **n/a**

Amendment is for: **n/a**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
First year of a four-year contract from RFP 21.26.P

3. **Procurement History:** **RFP 21.26.P**

Fran Delaney (Oct 19, 2021 16:16 MDT) Oct 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Award from RFP 21/26/P issued May 2021

4. **Funding Source:** **Professional Services** **Org / Object:** **1002001.510300**

Andy Hopkins (Oct 19, 2021 15:58 MDT) Oct 19, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Andres J Mercado** Phone # **505-629-6255**

Email: **ajmercado@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

The City of Santa Fe
AND
Santa Fe Fire Department

REQUEST FOR PROPOSALS (RFP)

Comprehensive and Integrated Software Platform- Santa Fe Fire Department

RFP#
21/26/P

RFP Release Date: **January 27, 2021**

Proposal Due Date: **February 23, 2021**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

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I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of software for City of Santa Fe Fire Department (SFFD) emergency response and prevention records across department divisions on one platform

B. BACKGROUND INFORMATION

SFFD is seeking proposals for software that integrates our Electronic Patient Care Reporting (ePCR), Fire Records Management System Fire (RMS), Mobile Integrated Health (MIH) and Fire Prevention (FP) software systems onto one platform meeting or exceeding the required functions and features outlined herein. SFFD operates as a single-tier EMS/Fire service, serving approximately 60 square miles and a census population of 85,000. In 2019, SFFD created approximately 16,000 911 response records (including 13,400 EMS records) and conducted approximately 10,000 MIH records and 8,000 FP Records.

This integration of software aligns with the SFFD's vision for one platform that is functional across the department's divisions. This will consist of building a comprehensive software product which meets the clinical, operational, legal, financial and administrative needs of SFFD's ePCR, Fire RMS, MIH and FP activities as well as providing maintenance and support for this product.

Current providers for which interfaces are specified in Scope of Work and/or Technical Specifications:

Staffing Software: Kronos Telestaff
PSAP Software: One Solution MCT
Land Use Software: EnerGov
MIH Software: Julota
EMS Software: Zoll ePCR
RMS Software: Zoll RMS
Training and Record-Keeping Software: Target Solutions
Cardiac Monitors: LifePack 15
Billing Company: EF Recovery

C. SCOPE OF PROCUREMENT

A comprehensive and integrated software solution to work across different divisions of the department. Scope of work includes provision of front end record input, record management and analysis, staff communication within platform, interfaces with existing tools used by SFFD staff, training for users and administrators, and a migration plan for old records. The resulting contract/price agreement will be for four years.

The resulting contract will be a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively.

D. PROCUREMENT MANAGER

The Fire Department has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Faith Applewhite, EMS Captain
Telephone: (505) 629-2258
Email: fapplewhite@santafenm.gov

1. **Any inquiries or requests** regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this procurement. Other city employees or Evaluation Committee members do not have the authority to respond on behalf of the Procurement Manager.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via email to: purchasing@santafenm.gov.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. "**Authorized Purchaser**" means an individual authorized by a Participating Entity to place orders against this contract.

2. "**Award**" means the final execution of the contract document.

3. "**Business Hours**" means 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.

4. "**Central Purchasing Office**" means the office responsible for the control of procurement of items of tangible personable property, services or construction.

5. "**Chief Procurement Officer**" means that person within the Central Purchasing Office who is responsible for the control of procurement of items of tangible personal property, services or construction.

6. "**City**" means the City of Santa Fe, New Mexico which in the procurement context may act through the Finance Director, City Manager, or Governing Body.

7. "**Close of Business**" means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

8. "**Confidential**" means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7, NMSA 1978,. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

9. "**Contract**" means any agreement for the procurement of items of tangible personal property, services or construction.

10. "**Contractor**" means any business having a contract with the City of Santa Fe.

11. **"Department**" means the Requesting Department sponsoring this Procurement.

12. "**Determination**" means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

13. "**Desirable**" – the terms "may," "can," "should," "preferably," or "prefers" identify a desirable or discretionary item or factor.

14. "**Electronic Patient Care Record**" means record(s) which capture NEMSIS-required and supplementary data fields related to the provision of emergency medical services.

15. "**Electronic Submission**" means a successful submittal of Offeror's proposal.

16. "**Electronic Version/Copy**" means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (CD) or USB flash drive. The electronic version/copy can only be emailed.

17. "**Evaluation Committee**" means a body appointed to perform the evaluation of Offerors' proposals.

18. "**Evaluation Committee Report**" means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee's recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.

19. "**Final Award**" means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.

20. "**Fire Records Management System**" or "**Fire RMS**" means record(s) which capture NFIRS-required and supplementary data fields related to the provision of emergency response.

21. "**Finalist**" means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

22. "**Health Level 7**" or "**HL7**" means the set of international standards used to transfer and share data between various healthcare providers.

23. "**Hourly Rate**" means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

24. "**IT**" means Information Technology.

25. "**Mandatory**" – the terms "must," "shall" "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.

26. "**Minor Irregularities**" means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.

27. "**National Emergency Medical Information Systems**", or "**NEMSIS**" means the national, uniform database used to report and store EMS incident data.

28. "**National Fire Incident Reporting System**" or "**NFIRS**" means the national uniform database used to report and store fire department incident data.

29. "**New Mexico Emergency Medical Services Tracking and Reporting System**" or "**NMEMSTARS**" means the State of New Mexico uniform database used to report and store EMS incident data.

30. "**Offeror**" is any person, corporation, or partnership who chooses to submit a proposal.

31. "**Procurement Manager**" means any person or designee authorized by the Requesting Department to facilitate the procurement and or administer the contract.

32. "**Project**" means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.

33. "**Redacted**" means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7, NMSA 1978 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out <u>BUT NOT</u> omitted or removed.

34. "**Request for Proposals (RFP)**" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

35. "**Requesting Department**" means the City Department responsible for overseeing the work or delivery of tangible personal property by a contractor.

36. "**Responsible Offeror**" means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

37. "**Responsive Offer**" or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

38. "**Sealed**" means, in terms of a non-electronic submission, that the proposal is enclosed in a package which is completely fastened in such a way that nothing can be added or removed. Open packages submitted will not be accepted except for packages that may have been damaged by the delivery service itself. The City of Santa Fe reserves the right, however, to accept or reject packages where there may have been damage done by the delivery service itself. Whether a package has been damaged by the delivery service or left unfastened and should or should not be accepted is a determination to be made by the City's Chief Procurement Officer. By submitting a proposal, the Offeror agrees to and concurs with this process and accepts the determination of the Chief Procurement Officer in such cases.

39. "**Staff**" means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors' company.

40. "**State (the State)**" means the State of New Mexico.

41. "**Statement of Concurrence**" means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. "We concur," "Understands and Complies," "Comply," "Will Comply if Applicable," etc.)

42. "**Unredacted**" means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

43. "**Written**" means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection. The library contains information listed below:

Electronic version of RFP, Questions & Answers, RFP Amendments, etc.
https://www.santafenm.gov/bids_rfps

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The City's Central Purchasing Office and the Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	Central Purchasing Office	1/27/2021
2. Acknowledgement of Receipt Form	Potential Offerors	01/30/2021
3. Pre-Proposal Conference	Requesting Department	02/08/2021
4. Deadline to submit Written Questions	Potential Offerors	2/10/2021
5. Response to Written Questions	Procurement Manager	02/12/2021
6. Submission of Proposal	***Potential Offerors***	***02/23/2021***
7.* Proposal Evaluation	Evaluation Committee	02/26-03/05/2021
8.* Selection of Finalist	Evaluation Committee	03/12/2021
9.* Best and Final Offer	Finalist Offerors	3/15/2021
10.* Finalize Contractual Agreement	Requesting Department/Finalist Offerors	03/15-03/19/2021
11.* Contract Award	Requesting Department/ Finalist Offerors	3/19/2021
12.* Protest Deadline	Central Purchasing Office	+15 days

*Dates indicated in Events 7 through 13 are estimates only, and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of The City of Santa Fe Fire Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the Central Purchasing Office at Purchasing@santafenm.gov , to have their organization placed on the procurement Distribution List. The form must be returned to the Central Purchasing Office by **3:00** pm MST/ MDT on the date indicated in Section II.A, Sequence of Events

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2:00PM MST via Zoom.
https://santafenm-gov.zoom.us/j/96578889895?pwd=NkE3MmRrbmpHSW80T3kxZnE2a20zdz09
Meeting ID: 965 7888 9895
Passcode: 062393
Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Central Purchasing Office and the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference. **All Potential Offerors are required to participate in this Pre-Proposal Conference.**

Attendance at the pre-proposal conference is considered a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Central Purchasing Office and the Procurement Manager as to the intent or clarity of this RFP until **2:00PM MST/MDT** as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Central Purchasing Office and the Procurement Manager as declared in Section I.D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and **APPENDIX A**).

An electronic version of the Questions and Answers will be posted to:
https://www.santafenm.gov/bids_rfps

6. Submission of Proposal

At this time, only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE CENTRAL PURCHASING OFFICE VIA EMAIL AT Purchasing@santafenm.gov NO LATER THAN **3:00 PM** MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. **PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

Proposals must be submitted electronically through email until further notice. Refer to Section III.B.1 for instructions. Proposals submitted by facsimile will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116, NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required City of Santa Fe signatures on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Central Purchasing Office or/and the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be composed of the two (2) Offerors receiving the highest cumulative scores in the following Sections: Section IV.B.1 Organizational Experience, Section IV.B.3 Organizational References, and Section IV.B.3 Mandatory Specifications.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible.

10. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible

thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the City of Santa Fe reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

11. Contract Awards

Upon receipt of the signed contractual agreement, the Department will award as per Section II.A., Sequence of Events, or as soon as possible thereafter. The award is subject to appropriate Department and Governing Body approval.

12. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172, NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172, NMSA 1978 and Procurement Manual Section Y, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of these Conditions Governing the Procurement, Section II.C, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.29, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with the Department which may derive from this RFP. The Department entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is not allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from The Department awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **The Department or the Central Purchasing Office personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Central Purchasing Office and the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred eighty (180) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by The City. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

a. ***Proprietary and Confidential information is restricted to***:
    1. confidential financial information concerning the Offeror's organization; and
    2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7.

b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Sections III.B.1.a.i, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the City Attorney and the Chief Procurement Officer shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates The City or any of its Departments to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Department determines such action to be in the best interest of the City of Santa Fe.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The Department's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Department requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Central Purchasing Office and the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Central Purchasing Office and the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between the Department and a contractor will follow the format specified by The City and contain the terms and conditions set forth in the Draft Contract Appendix C. However, the contracting Department reserves the right to negotiate provisions in addition to those contained in

this RFP Draft Contract with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The City discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of The City (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The City may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to The City and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with The City. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between The City and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85, NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee, upon approval from the Chief Procurement Officer, reserves the right to waive minor irregularities, as defined in Section I.F.26. The Evaluation Committee also reserves the

right to waive mandatory requirements, provided that **all** of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Department Rights

The Department in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from The City written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or City contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of The City. If the RFP is cancelled, all responses received shall be destroyed by the Central Purchasing Office unless the Offeror either picks up, or arranges for pick-up, the materials within three (3) business days of notification of the cancellation. Offeror is responsible for all costs involved in return mailing/shipping of proposals.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of The City.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without The City's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the Central Purchasing Office, the Offeror acknowledges that the version maintained by the Central Purchasing Office shall govern. Please refer to: https://www.santafenm.gov/bids_rfps

28. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX B, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor, City Officials or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

29. Letter of Transmittal

Offeror's proposal must be accompanied by an **unaltered** Letter of Transmittal Form (APPENDIX E), which must be **completed** and **signed** by the individual authorized to contractually obligate the company, identified in #2 below. **DO NOT LEAVE ANY OF THE ITEMS ON THE FORM BLANK** (N/A, None, Does not apply, etc. are acceptable responses).

The Letter of Transmittal MUST:

1. Identify the submitting business entity (its Name, Mailing Address and Phone Number);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content *(A response to B and/or C is only required if the responses differs from the individual identified in A)*;
3. Identify sub-contractors, if any, anticipated to be utilized in the performance of any resultant contract award;
4. Describe any relationship with any other entity (such as City, County, State Agency, reseller, etc., that is not a sub-contractor identified in #3), if any, which will be used in the performance of this awarded contract; and
5. Be signed and dated by the person identified in #2 above; attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to respond to ALL items as indicated above, will result in Offeror's disqualification.

30. 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 state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
   1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;

   2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
      a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
      b. violation of Federal or state antitrust statutes related to the submission of offers; or
      c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

   3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
   4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds $3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
   a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
   b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
   c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or 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 Chief Procurement Officer or other party to this Agreement 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 render the Offeror nonresponsive.

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 Chief Procurement Officer or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the Chief Procurement Officer may terminate the involved contract for cause. Still further the Chief Procurement Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the Chief Procurement Officer

31. Local Preferences

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

1. Local Preference Qualification

To qualify for a local preference, a vendor must attach a state of New Mexico Taxation and Revenue Department-issued, Resident Business certification of eligibility to its bid or proposal, showing that the business is located within the Santa Fe municipal limits. If an offer is received without a copy of the appropriate State of New Mexico Taxation and Revenue Department issued Business Registration Certificate, the preference will not be applied. A valid resident business certificate is issued by the Taxation and Revenue Department pursuant to NMSA 1978 §13-1-22.

a. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

b. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

2. Solicitations above One Million Dollars ($1,000,000)

a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

b. The City shall deem the bid or proposal submitted by a non-local resident business to be

3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

The City shall not award a business both a resident business preference and a resident veteran business preference.

The Local Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit **only one (1)** proposal in response to this RFP.

B. NUMBER OF COPIES

1. ELECTRONIC SUBMISSION ONLY Responses

Proposals in response to this RFP must be submitted through City of Santa Fe's Purchasing email ONLY, the Offeror need only submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal **must** be submitted in separate uploads as indicated below in this section, and **must** be prominently identified as "Technical Proposal," or "Cost Proposal," on the front page of each upload

a) **Technical Proposals –** One (1) ELECTRONIC upload must be organized in accordance with **Section III.C.1. Proposal Format**. All information for the Technical Proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit.* The Technical Proposals **SHALL NOT** contain any cost information.

   i. **Confidential Information**: If Offeror's proposal contains confidential information, as defined in Section I.F.8 and detailed in Section II.C.8, Offeror **must** submit **two (2) separate ELECTRONIC technical files** :
      - One (1) **unredacted** (def. Section I.F.38) ELECTRONIC version of the requisite proposals for evaluation purposes; and
      - One (1) **redacted** (def. Section I.F.35) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal. Redacted versions **must** be clearly marked as "REDACTED" or "CONFIDENTIAL" on the first page of the electronic file;

b) **Cost Proposals –** One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal. All information for the cost proposal **must be combined into a single file/document for uploading**. *EXCEPTION: Single electronic files that exceed 50mb may be submitted as multiple uploads, which must be the least number of uploads necessary to fall under the 50mb limit*

The ELECTRONIC proposal submission must be fully submitted to: purchasing@santafenm.gov by the submission deadline in Section II.B.6.

Any proposal that does not adhere to the requirements of this Section and **Section III.C.1 Proposal Content and Organization** may be deemed non-responsive and rejected on that basis.

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Organization of files/envelopes for electronic copy proposals:

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal – **DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.**

A. Signed Letter of Transmittal
B. Signed Campaign Contribution Form
C. Table of Contents
D. Response to Contract Terms and Conditions (from Section II.C.15)
E. Offeror's Additional Terms and Conditions (from Section II.C.16)
F. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal/Binder 2)**
    1. Organizational Experience
    2. Organizational References
    3. Mandatory Specification
    4. Desirable Specification
    5. Local Preferences (if applicable)
G. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form **(APPENDIX D)**

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. **Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.**

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

For organization and scoring purposes, the Scope of Work is broken into three categories. They will be organized by scoring category and then by Mandatory/Desirable. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:
            - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
            - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators.
    - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
    - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
    - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.

- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

a) **Relevant experience:** Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

2. Organizational References

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must <u>not</u> return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

3. MANDATORY SPECIFICATIONS

A. <u>Front End and Data Capture</u>

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365

3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:
    - All sections will have architecture that:
        - Is user-friendly;
        - Allows customization of data fields;
        - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
        - Allows customization of workflow of records for QA and billing function;
        - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
        - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
        - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);
    - EMS section:
        - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
        - Create custom reports as needed by SFFD staff
    - MIH section:
        - Closed-call rules for prevention, response and follow up operations;
        - Create custom reports as needed by SFFD staff
    - FP section:
        - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
        - Create custom reports as needed by SFFD staff
    - RMS section:
        - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
        - Create custom reports as needed by SFFD staff
2. **IT support:** supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training.
   Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.

- Explain if there is a live CAD view of the system for users.

5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

4. DESIRABLE SPECIFICATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to “pin” a location based on the device’s geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

C. BUSINESS SPECIFICATIONS

1. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company. **Failure to respond to ALL items, as indicated in Section II.C.29 and APPENDIX E, and to return a signed, unaltered form will result in Offeror's disqualification.**

2. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

3. Cost

Offerors must complete the Cost Response Form in **APPENDIX D**.

4. Local Preference

To ensure adequate consideration and application of NMSA 1978, § 13-1-21 (as amended), Offerors **MUST** include a copy, in this section, of its NM Resident preference certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Evaluation Factors *(Correspond to section IV.B and IV C)*	**Points Available**
B. Technical Specifications	
B. 1. Organizational Experience	**200**
B. 2. Organizational References	**90**
B. 3. Mandatory Specification	**320**
B. 4. Desirable Specification	**140**
C. Business Specifications	
C.3. Letter Of Transmittal	Pass/Fail
C.4. Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	**250**
TOTAL POINTS AVAILABLE	**1,000**
C.6. City of Santa Fe Local Preference per Section IV C. 2	**30**
C.7. City of Santa Fe Local Preference using Local Subcontractors Section IV C.2	**60**

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. B.1 Organizational Experience (200 pts)

Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

2. B.2 Organizational References (90 pts)

Points will be awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire (Appendix F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided

by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the City reserves the right to consider any and all information available to it (outside of the Organizational Reference information required herein), in its evaluation of Offeror responsibility per Section II.C.18.

- *Reference 1: 30pts*
- *Reference 2: 30pts*
- *Reference 3: 30pts*

3. **B.4 Mandatory Specifications 320 pts**

   Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's detailed response to each mandatory. In addition, points will be awarded based on Offeror's candid and well-thought-out response to the mandatories.

   - *Front end and data capture*: *120*
   - *Back end and data organization, storage, and analysis: 100*
   - *Compliance and interface: 100*

4. **B.5 Desirable Specifications 140 pts**

   Points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's detailed response to each desirable specification.

   - *Front end and data capture: 50*
   - *Back end and data organization, storage, and analysis: 50*
   - *Compliance and interface: 40*

5. **C.3 Letter of Transmittal (See Table 1)**

   Pass/Fail only. No points assigned.

6. **C.4 Campaign Contribution Disclosure Form (See Table 1)**

   Pass/Fail only. No points assigned.

7. **C.6 Cost (See Table 1) 250 pts**

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

8. C.7. Local Preferences

Percentages will be determined based upon the point-based system outlined below.

A. The City shall award additional 3% of the total weight of all the factors used in evaluating the proposal to a local resident business. The City shall award an additional 3% of the total weight of all the factors used in evaluating the proposal to a non-local resident business who has hired all local resident business subcontractors.

B. When the City makes a purchase using a formal request for proposal process and the contract is awarded based on a point-based system, the City shall award additional point's equivalent to 3% of the total possible points to a local resident business. The City shall award an additional 3% of the total possible points to a business who has hired all local resident business subcontractors.

The maximum available local preference shall be 6%.

C. Solicitations above One Million Dollars ($1,000,000)

   a. The City shall deem a bid or proposal submitted by a resident business to be 6% lower than the bid actually submitted, if and only if at least 50% of the subcontracted services go to subcontractors who are resident businesses.

   b. The City shall deem the bid or proposal submitted by a non-local resident business to be 3% lower than the bid actually submitted, if and only at least 50% of the sub- contracted services go to subcontractors who are resident businesses.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

2. The Central Purchasing Office or/and the Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. In accordance with 13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the City taking into consideration the Evaluation Factors in Section V will be recommended for award. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Comprehensive and Integrated Software Platform
RFP# 21/26/P

ACKNOWLEDGEMENT OF RECEIPT FORM

This Acknowledgement of Receipt Form should be signed and submitted no later than **January 30, 2021 at 3:00 pm**. Only potential Offerors who elect to return this form will receive copies of all submitted questions and the written responses to those questions, as well as any RFP amendments, if any are issued.

In acknowledgement of receipt of this Request for Proposal, the undersigned agrees that he or she has received a complete copy of the RFP, beginning with the title page, and ending with **APPENDIX H**.

The name and address below will be used for all correspondence related to the Request for Proposal.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:
To: Central Purchasing
E-mail: Purchasing@santafenm.gov
Subject Line: **Comprehensive and Integrated Software Platform RFP #21/26/P**

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided

without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

_____ _____
Signature Date

_____
Title (position)

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____
Signature Date

_____
Title (Position)

APPENDIX C

DRAFT CONTRACT

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **<Enter Contractor Name>**herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "You" and "your" refers to **(Contract Name)**. "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:

For organization and scoring purposes, the Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of July 1, 2021 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Vendor will:

MANDATORY:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    1. EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    2. MIH: create records-capture capability for prevention, response and follow up operations.
    3. FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    4. RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.9% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    1. Response must specify how many hours of training will be provided for the approximately 180 system users.

DESIRABLE:

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** Have the ability to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Vendor will:

MANDATORY:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

        - Allows customization of workflow of records for QA and billing function;
        - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
        - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
        - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
    - EMS section:
        - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
        - Create custom reports as needed by SFFD staff.
    - MIH section:
        - Closed-call rules for prevention, response and follow up operations;
        - Create custom reports as needed by SFFD staff.
    - FP section:
        - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
        - Create custom reports as needed by SFFD staff.
    - RMS section:
        - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
        - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators.
    - Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
    - High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
    - Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
- **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Response must specify how many hours of training will be provided for the approximately 15 system administrators.

DESIRABLE:

- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

MANDATORY:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Explain if there is a live CAD view of the system for users.
- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
    - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50% by July 1, 2022.
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

DESIRABLE:

- **Land Use Software:** Create interface with Land Use building permits software for plan review
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Create interface with training and record-keeping software
    - Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

- **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
    - If a vendor does not provide or foresee provision of an API for working with this specific tool and its data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. **Compensation**

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

Deliverable item:	U/I (unit of issue)	Price
01		$
02		$

The total compensation under this Agreement shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - 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_____. 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:

To the Contractor:

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:

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER

DATE:_____

CONTRACTOR:

_____
NAME

_____
TITLE

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	
Basic package (all mandatory specs met)	Recurring fees/year	4	
Additional feature 1	Initial Roll out	1	
Additional feature 1	Recurring	4	
Additional feature 2	Initial Roll out	1	
Additional feature 2	Recurring	4	
Additional feature 3	Initial Roll out	1	
Additional feature 3	Recurring	4	
Follow the same format below for more features. Use additional sheets if needed.			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (07/01/2021 thru 06/30/2022) Price: $_____

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $_____

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $_____

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $_____

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21/26/P

1. **Identify the following information for the submitting organization**:

Offeror Name	
Mailing Address	
Telephone	
FED ID#	
NM CRS#	

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
____ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:
_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract**. (N/A, None, Does not apply, etc. are acceptable responses to this item.)
_____
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ _____, 20_____
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The City of Santa Fe, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Central Purchasing at Purchasing@santafenm.gov by **February 23, 2021 @ 3:00 pm MST/MDT** for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP # 21/26/P
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

_____
(Name of Offeror)

This form is being submitted to your company for completion as a reference for the organization listed above. This Questionnaire is to be submitted to the City of Santa Fe, Fire Department via e-mail at:

Name: Central Purchasing Office
Email: Purchasing@santafenm.gov

Forms must be submitted no later than **February 25, 2021 5:00pm (COB) MST/MDT** and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide comments in response to organizational ratings.

For questions or concerns regarding this form, please contact the City of Santa Fe **Procurement Manager** at (505) 629-2258 or fapplewhite@santafenm.gov . When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project description	
Project dates (start and end dates)	
Technical environment for the project you are providing a reference for (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past? (QUALITATIVE)
   COMMENTS:

2. How would you rate this firm's knowledge and expertise? (QUANTITATIVE)
   ____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
   COMMENTS:

3. How would you rate the vendor's flexibility and responsiveness in assisting you with changes you need to make? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

4. What is your level of satisfaction with the IT Support provided by the vendor? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

   COMMENTS:

5. How would you rate the training you received initially and or for the duration of your contract? (QUANTITATIVE)

   _____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

   COMMENTS:

6. Who are/were the vendor's principal representatives involved in your project and how would you rate them individually? Would you, please, comment on the skills, knowledge, behaviors or other factors on which you based the rating? (QUANTITATIVE)

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

Name: _____Rating:

COMMENTS:

7. How satisfied are/were you with the software overall?

_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable, N/A = Not applicable)

COMMENTS:

8. With which aspect(s) of this vendor's services are/were you most satisfied? (QUALITATIVE)

COMMENTS:

9. With which aspect(s) of this vendor's services are/were you least satisfied? (QUALITATIVE)

COMMENTS:

10. Would you recommend this vendor's services to your organization again? (QUALITATIVE)

COMMENTS:

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

I hereby affirm that: I am the _____ (insert title) and the duly authorized representative of _____ (insert organization's name) whose address is _____.
And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name _____

Title _____

Date _____

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Firm, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Firm was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, _____ certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on

file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:

_____

Authorized Representative/Title:

_____

Phone Number:

_____

Fax Number:

_____

E-mail Address:

_____

Signature:

_____

Date:

_____

____

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

APPENDIX I

LIVING WAGE ORDINANCE

City of Santa Fe Living Wage Ordinance

PURSUANT TO THE CITY OF SANTA FE LIVING WAGE ORDINANCE, SECTION 28-1 SFCC 1987 EFFECTIVE MARCH 1, 2020 ALL WORKERS WITHIN THE CITY OF SANTA FE SHALL BE PAID A LIVING WAGE OF

$12.10 PER HOUR

Santa Fe's Living Wage

- The Santa Fe Living Wage Ordinance establishes minimum hourly wages.
- The March Living Wage increase corresponds to the increase in the Consumer Price Index (CPI).
- All employers required to have a business license or registration from the City of Santa Fe ("City") must pay at least the adjusted Living Wage to employees for all hours worked within the Santa Fe city limits.

Who is Required to Pay the Living Wage?

- The City to all full-time permanent workers employed by the City;
- Contractors for the City, that have a contract requiring the performance of a service but excluding purchases of goods;
- Businesses receiving assistance relating to economic development in the form of grants, subsidies, loan guarantees or industrial revenue bonds in excess of twenty-five thousand dollars ($25,000) for the duration of the City grant or subsidy;
- Businesses required to have a business license or registration from the City; and
- Nonprofit organizations, except for those whose primary source of funds is from Medic-aid waivers.
- For workers who customarily receive more than one hundred dollars ($100) per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the Living Wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.

More Information, including the Living Wage Ordinance, is available at
http://www.santafenm.gov
(Click on Hot Topics/Living Wage)

ImageTrend's Response to City of Santa Fe's RFP# 21/26/P for Comprehensive and Integrated Software Platform – Technical Proposal

February 23, 2021



City of Santa Fe
Purchasing@santafenm.gov

Presented By:
Michael J. McBrady
Chief Executive Officer
&
Joseph T. Graw
President & Chief Operating Officer

IMAGETREND®

20855 Kensington Blvd., Lakeville, MN 55044 | www.ImageTrend.com

IMAGETREND®

TRANSMITTAL LETTER



February 23, 2021

City of Santa Fe
Via Email to Purchasing@santafenm.gov

Dear Sir / Madam,

ImageTrend is honored to respond to the City of Santa Fe's Request for Proposal for a Comprehensive and Integrated Software Platform.

ImageTrend believes in serving our clients' communities, no matter how big or small, every day. ImageTrend's mission is to create a better world through technical innovation and envisioning what is possible. We feel our values echo those of Santa Fe, and our business practices and solutions will continue to make a positive impact on your community.

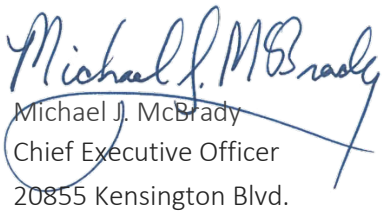
ImageTrend's solutions will empower you through technical innovation. Your RFP states you are looking for a completely 'turn-key', Commercial-Off-The-Shelf (COTS) software solution. ImageTrend Elite™ will provide this to you. You are looking for a solution that is scalable and integrated; Elite is a scalable answer to your needs, and offers more interoperability than any other COTS solution on the market today.

Your pre-hospital data collection needs are constantly evolving, especially during the COVID-19 pandemic. Elite will continue to give your responders a quick, easy and intuitive user experience, allowing them to document data faster, leaving them more time to complete the most important part of the job: patient care.

You will find the executed Letter of Transmittal Form (Appendix E) in the Appendix of our proposal.

We have taken great care in preparing our response to your RFP and we look forward to hearing from you. ImageTrend would be honored to enter into a relationship with the City of Santa Fe.

Sincerely,



Michael J. McBrady
Chief Executive Officer
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: (952) 469 - 1589
Fax: (952) 469 - 5671
Email: proposals@imagetrend.com

B. CAMPAIGN CONTRIBUTION FORM

Please see our signed Campaign Contribution Form (Appendix B) in the Appendix of our proposal.

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D. RESPONSE TO CONTRACT TERMS AND CONDITIONS (FROM SECTION II.C.15)

ImageTrend makes no exceptions to the City's Draft Contract (Appendix C).

E. OFFEROR'S ADDITIONAL TERMS AND CONDITIONS (FROM SECTION II.C.16)



See additional terms and conditions included in the Appendix of our proposal which ImageTrend seeks to have included in the resulting contract.

F. RESPONSE TO SPECIFICATIONS



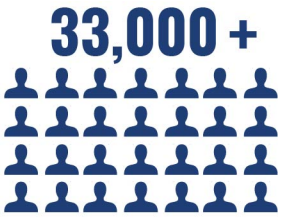
ORGANIZATIONAL EXPERIENCE

A. Relevant experience: Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative must thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

ImageTrend was established in 1998 and remains a privately held corporation headquartered in Lakeville, Minnesota. From the company's humble beginnings, to now being the largest provider of emergency services data collection, analysis and reporting solutions in the country, ImageTrend has never stopped being of service. ImageTrend has experience in very large systems including being the repository for 41 EMS state agencies, local agencies including fire departments of all sizes, averaging 33,000 different daily users in Elite and housing over 302,000,000 EMS records in our ePCR solutions.



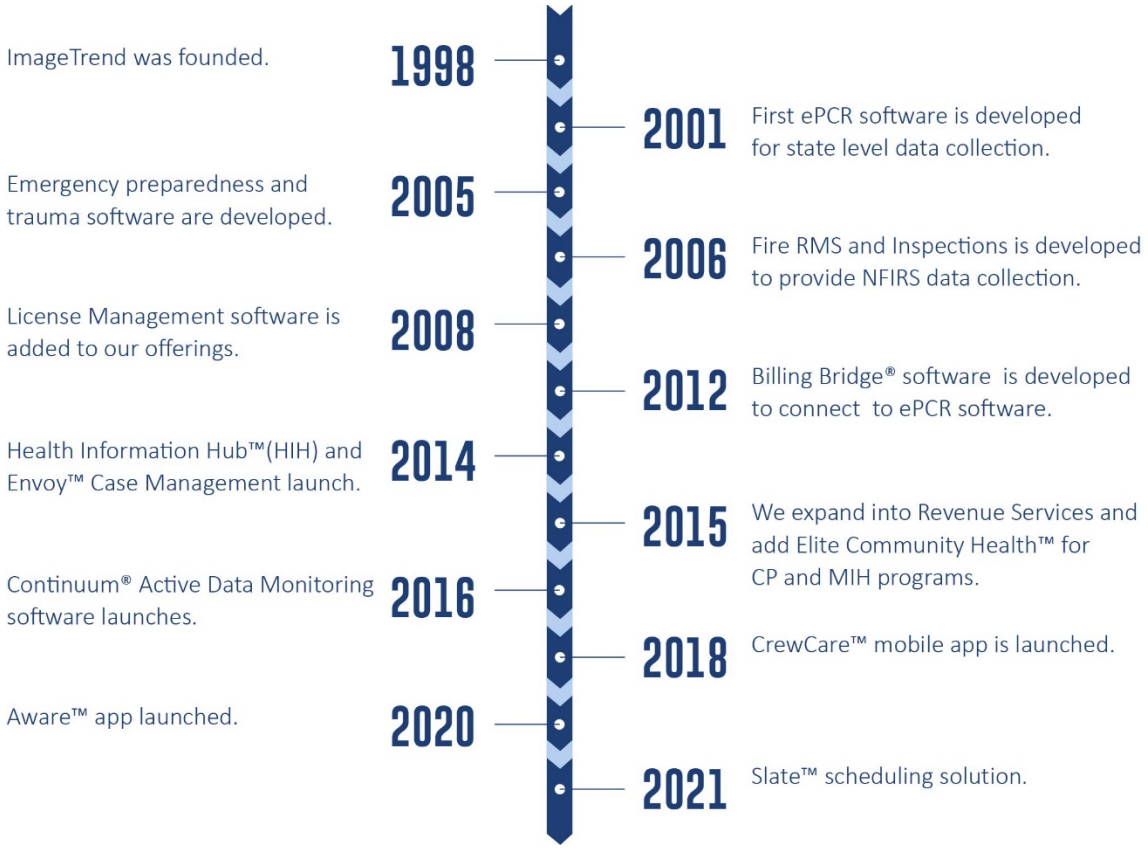
EMS Records



Daily Users



Over our 23 years in business, we have grown into numerous markets – billing, healthcare, emergency services, license management and first responder mental health, while remaining leaders in interoperability by delivering comprehensive and fully connected solutions. Our market reach has grown over the years, but our focus on customer intimacy remains ever present. Close, nurturing relationships with our customers are where we thrive as an organization.



B. Brief bio: Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

After business award, ImageTrend's Client Services team will work with you to determine your specific implementation needs. We will assign specific personnel, with experience tailored to your specific needs, develop timelines and deliverable milestones. ImageTrend looks forward to this conversation. In the meantime, please see our leadership bios for our Client Services team below.



Andria Sommers
Implementation Manager
asommers@imagetrend.com
Phone: (952) 469-6165

Education: BA – International Relations, University of Minnesota, Minneapolis, MN

Module Areas of ImageTrend Expertise: EMS/Fire, ImageTrend Elite

Background: Andria Sommers joined the ImageTrend Implementation Team in January 2016. Sommers has over 19 years of experience in software implementation and project management including experience managing the development of software applications. Sommers leads implementations for

states and large counties on Elite. Sommers enjoys collaborating with the client on their implementation and guiding the client and their project from inception to go live. Starting in 2020, Sommers oversaw all of the implementation initiatives in the organization as the Implementation Manager and continues to do so today.



Adam Lindquist
Support Manager
alindquist@imagetrend.com
Phone: (888) – 730-3255

Education: Engineering program, Normandale Community College

Background: Adam Lindquist has worked at ImageTrend for over nine years in the Support Team. Lindquist is a subject matter expert in functionality and operability across multiple application platforms. He develops new support talent and innovative new methods for delivering a more effective and efficient support experience to clients. Beginning in 2020, Lindquist is the manager of the entire Support Team.

C. Past projects: Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

We have had the pleasure to work with 41 states and many agencies of varying sizes utilizing the Elite platform. Two successes include the City of Las Vegas and the City of Tacoma Fire Department. There were many contributors to their successful implementations and use of our products. First, both teams ensured they had adequate representation from their departments. Each department had a team of 3 to 5 implementation team members who were keenly aware of their business processes and protocols and represented different areas of their organization (management, clinical, IS&T). Their members were technically savvy, motivated and were very well versed in their current workflows and what improvements they may be seeking with the new software solution. Their departments afforded them the time needed to implement and test the solution and develop a cut over plan which included user acceptance testing, state export testing, full lifecycle and end user testing and eventually transitional go live assistance, etc.

Another key contributor to their success was regular communication. We met routinely with the implementation team and we met at a defined frequency with the key stakeholders to ensure the project was staying on track and we were able to pivot if the team identified a need to do so. Overall, each project went exceedingly well.

There have been implementations that have not gone as well as those described above; however, we are just as committed to those implementations as those that run smoothly. One of the largest inhibitors to success is setting proper expectations. Our Implementation and Education Teams recognized this as an opportunity so we worked with our internal teams to develop and implement a plan to itemize the implementation and education tasks. We provide a copy to each client so the plan can be modified to include other aspects of the implementation that may be specific to them but integral to the success of

the implementation - for example, hardware purchases, EKG integrations, etc. We will often refer to the plan to evaluate progress and together discuss options if the plan begins to shift.

Additionally, we see communication as being a very important key to success. As mentioned above, we believe partnering with your department is the key to our collective success. With large implementations, we schedule periodic stakeholder meetings to ensure there is visibility into the project timeline and this offers us the ability to engage others as necessary to ensure our project's success.

ORGANIZATIONAL REFERENCES

ALBUQUERQUE FIRE RESCUE

Contact:	Adam Eakes
Title:	Deputy Chief of Planning and Logistics
Address:	11500 Sunset Gardens SW, Albuquerque, NM 87121
Phone:	(505) 768-3537
Email:	aeakes@cabq.gov
Product Description:	Elite, Billing Services, NFIRS, CAD Integrations, Elite Community Health, Site to Site transfers
Technical Environment:	
Implemented:	February 2015

Description: One of the largest group operations in the State of New Mexico using much of the aspects of the system across one universal city-wide application. They are the largest agency in providing 911 EMS/Fire in New Mexico. Inspections both online and offline is a key part of the program for the Fire Marshal. They use Elite to transfers between Albuquerque Fire and Albuquerque Ambulance.



City-wide



Online



Offline



"Albuquerque Fire Rescue is a very satisfied user of ImageTrend Elite. It continues to serve our department needs well and we would recommend this company for any fire department. We would choose to do business with ImageTrend again."

- Nathaniel Meisner, *EMS Division Captain*

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
Title:	Project Manager
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BERNALILLO COUNTY FIRE & RESCUE

Contact:	Ezekiel (Zeke) Padilla
Title:	Division Chief of Support Services
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Email:	epadilla@bernoco.gov
Project Description:	Elite Rescue, Continuum, Investigations, Hospital Hub, Training/Activities, Check List, Inventory Management, Site to Site Transfers (Software Applications)
Technical Environment:	
Implemented:	June 2019

Description: Bernalillo County is part of Albuquerque Ambulance response area and neighbors to Albuquerque Fire. Using ImageTrend Elite Transfers Bernalillo Fire and Rescue is able to generate an incident and digitally hand it off to transport agency Albuquerque Ambulance.



Elite Rescue



Continuum

Client Project Manager for Santa Fe Fire

Contact:	Jen Gates, PMP
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SURPRISE FIRE DEPARTMENT

Contact:	Brenden Espie
Title:	Assistant Chief
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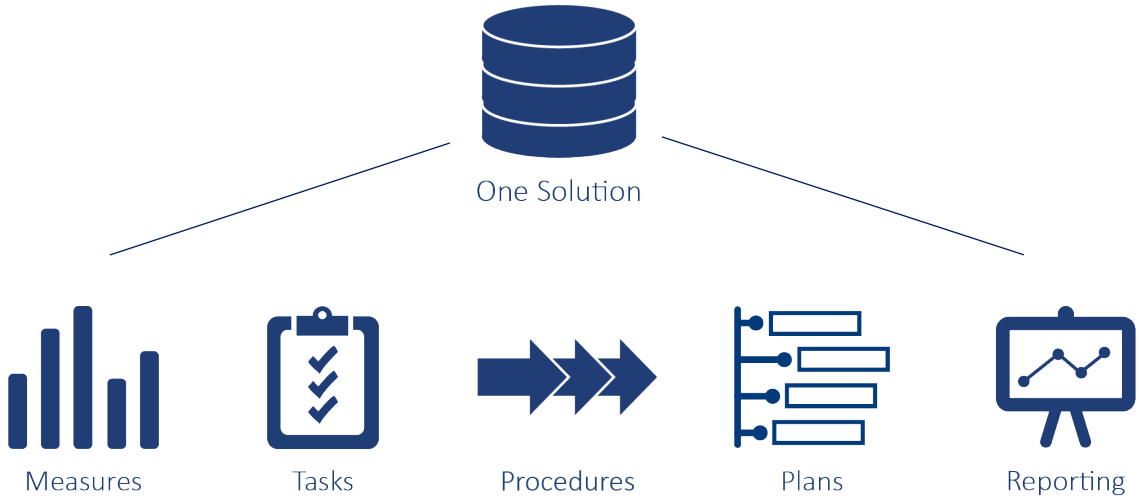
Email:	Brenden.espie@surpriseaz.gov
Project Description:	Elite Rescue, Continuum Investigations, Inspections, Permits, Hospital Hub, Health Information Hub, Mobile Integrated Health (Software applications).
Technical Environment:	
Implemented:	May 2017

Description: Surprise Fire and Medical is recognized for their expansive use of ImageTrend's Elite suite of solutions. From our combined EMS/NFIRS, Fire Prevention, Fire Marshal's Office to our advanced reporting tools (Continuum) Surprise Fire and Medical

The Fire Marshal uses the system heavily and has been a power user for years. The Elite modules have been tweaked and enhanced in ways that integrate the entire system in one superior Fire Management Operation. With measures, tasks, procedures, plans, and reporting all coming together in one unified solution. They love the single log-in, single point of support and common usability for all the tools.

"It's been refreshing to change from a previous vendor to something that is innovative... they [ImageTrend] take your feedback, they're willing to make it better. I mean that's awesome. Then the fact that you can access it on any device. The fact that you can automate the reports. You can customize it - that's why you go with this product. It works. It's the standard. It's the gold standard...for fire based agencies."

- Kevin Spirlong, *Division Chief of Strategic Planning, Analytics & Emergency Management*



<u>Client Project Manager for Santa Fe Fire</u>

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Title:	Project Manager
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MANDATORY SPECIFICATIONS

A. Front End Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. User-friendly front end: Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:

   Elite was designed to be user friendly and intuitive across all modules. The interfaces and forms between both EMS incident and NFIRS reporting, although utilize different National Standards, is consistent. Crews and administrators alike, will not need to learn different interfaces to navigate between modules. Elite looks and "feels" the same on any supported device including Android, Apple or Windows. Your data is not co-mingled on the same database as other clients. Each Elite client has their own database where information is securely stored using a proprietary schema.

   Elite provides seamless integration between modules. EMS responses can create/merge data into an NFIRS record automatically. Data collected in NFIRS is available in the Locations, Occupants, and Inspections module and vice-versa. For example, if crews respond to a fire incident that is already in your database as a Location record, they will have the ability to import pre-defined information directly into their NFIRS record reducing data entry errors.

   ImageTrend works closely with our customers to design the Elite user experience; giving you the ability to design the user's documentation workflow and documentation order. Any field can be defaulted to an answer, if desired. Elite has a similar design in all modules within the system, allowing for ease of training of all users between modules. Elite has different types of fields depending on the type of data being collected. There are big buttons for single selects, multi-selects and grids for one to many options. Validation rules "flag" fields in real-time as the user documents to indicate required fields that must be completed by the end user to reduce documentation time typically spent searching for the required fields. Additionally, there is a search box allowing users to type in a portion of the field title that will navigate the user to the searched field with a click of a button. Supplemental forms created by the administrators enhance inspection documentation time, supplying the inspector with pre-defined inspection questions and correlating violations to increase productivity.

   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.

     Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without user

intervention, based upon predefined criteria. The incidents must meet before the incident will post and return information indicating the incident post to state was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where fellow clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, Validation Rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule, including any NEMSIS field, state defined field, or Supplemental Questions. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the middle-bottom of the form with additional validation information regarding the current validity score and the missing items that require attention with an easy re-direct to field locations remaining documentation. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly. System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

User-defined questions or Supplemental Questions are supported in Elite at the site level and/or agency level. This is a permissions based feature. Supplemental Questions can be required or conditionally validated.

- MIH: create records-capture capability for prevention, response and follow up operations.

  Elite is a multi-faceted records management system that provides additional modules. Community Health™ is one of those modules specifically designed around community paramedicine (CP) for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Elite Community Health module, administrators are able to build a configurable CP template designed to track patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation. Inside the template, patient and EMS related worksheets can be attached to complete during the patient visit to gather additional information above and beyond the visit specific info. This

can allow for collecting information regarding the initial assessment, home safety surveys, program specific questions regarding patient progress, timed up and go assessments, etc.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside the Patient Timeline within the ePCR or inside the Community Health Visit. This provides the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data information including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history. This provides an Impact Score™ to determine patient enrollment by program.

- FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.

  Elite Field™ Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the international fire codes available in many different years. If the international building codes is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department that can be emailed or mailed to responsible parties.

  Elite has a Permits module that is tied to Locations, Occupants and Inspections. Permit types to be tracked are created by the fire department. Fees can be added to each permit type for financial tracking. When creating a permit type, the user can associate any tasks that need to be completed or inspections before the actual permit is generated. The actual permit design can be created by the system administrator so that key information is presented on the permit with the department's logo.

- RMS: create records-generating capability for incident capture including all Federally- required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.

  Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flag" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit department terminology.

Users with permission to add or edit Fire incidents can modify the data entry even if the data came from a CAD system. Personnel can be added manually to apparatus, can be added each day to Daily Roster to their assigned apparatus during their shift to populate in the Fire incident when the apparatus is manually added, or through a Scheduling/Staffing solution integration that would automatically pull personnel into the Apparatus module. Incident zones, districts or census tracts can be managed manually or automated, if provided by the CAD vendor. Attachments can be added to the incident and can be saved in a variety of formats, from picture to text, and sizes.

Every incident in Elite can be assigned an incident status to indicate workflow state of the incident. The status routes the incident to the correct person for the QA process, or can indicate edits needing completion. Custom built Worksheets, Supplemental Questions service defined questions, or Special Study Questions can be created within the user interface by an administrator for personnel to collect additional information above and beyond the fields NFIRS provides such as juvenile fire setter information, signatures, COVID-19 related questions, exposures, etc. All of these fields can be reported on within Elite's proprietary and robust reporting tool, Report Writer. Elite includes the Basic Narrative, Additional Narratives that indicate the narrative author and can lock from other's editing, and an apparatus narrative.

Elite has an integration with fire recovery for NFIRS and/or inspections billing.

2. Uptime: Guarantee 99.9% uptime 24/7/365

Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Record transfer: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)

Elite ePCR incidents can be transferred from device to device within the department, transferred to another agency that uses Elite on another Elite site, or to another vendor. There is no development required on ImageTrend's side to be able to transfer ePCR incidents from Elite to another vendor; however, another vendor may require development to consume the transferred file. A setup and maintenance fee is associated with transfers to another Elite site and/or to another vendor.

4. Property inspections: Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

Elite's Inspections module allows administrators to create and customize as many inspection types as desired within the user interface. Administrators can create as many customized inspections checklists as needed to create an easy to use system that allows all inspectors to follow the same workflow based upon inspection type. The inspections checklists are called Supplemental Forms, and are embedded within the inspection report, allowing the inspector to document violations predefined by administration. All types of property records can be entered

into Elite. Records can be a single location and occupancy or many occupancies linked to a location in the example of a strip mall.

The Mobile Fire Inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend has all of the IFC available in many different years. If the IBC is required, it can be added to your solution. You can add local codes or ordinances without having to contact ImageTrend. Violation notices can be configured by the department and can be emailed or mailed to responsible parties. Mobile Fire Inspections allows for printing of violation letters from the mobile device.

Each occupant can be placed into a reoccurrence pattern of inspection that should happen every X number of months. The inspection can be scheduled to a person, station, shift or combination of those elements. Through Report Writer it is easy to show upcoming inspections or businesses that have not been inspected in a given time period.

5. Online User Capacity: Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)

ImageTrend does not limit the number of users in any capacity. Our licensing model is not based on the number of concurrent users and we do not restrict clients by "per person" licensing systems. ImageTrend has 41 state that use Elite as their direct entry site. As an example, Maryland's state Elite system has over 21,000 user accounts that work at various departments in the state all using the state's site. Many thousands of users can be logged into a site at the same time without issue.

6. Training: Within the first year of contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 180 for system users.

Our implementation and education training model includes both virtual and onsite training. Our Education Team will work with your department to determine the best use of the education time purchased as part of your contract. Our Education Team is well versed and can make recommendations on targeting which teams to educate, the length of time for each session and the topics covered. Ultimately, we will partner with your agency in those decisions about with whom and where the training is targeted.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best

learned after there is real data in the site. For example, QA/QI and ad hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. User-Friendly Back End: Create a user-friendly back end to manage data fields, workflows/closed- call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:

- All sections will have architecture that:
  - Is user-friendly;

    Elite is very user friendly. Template workflows can be managed by system administrators to fit the City's desired workflow and documentation order. Validation rules "flag" fields in real time as the user documents to indicate required fields must be completed by the end user to reduce documentation time typically spent searching for the required fields. EMS/Fire Forms, Validation Rules, Power Tools, Situation Tools, Worksheets, Supplemental Forms can all be created by the administrators to enhance documentation time and to increase productivity.

  - Allows customization of data fields;

    Elite's Dataset Manager provides the functionality to determine the values available to document in an incident for fields such as medications, procedures, impression, etc., as well as NFIRS fields. Administrators have the ability to activate/inactivate and use relevant values, and adjust the label of the value in order to be recognizable by the field user based on local nomenclature. All NEMSIS and NFIRS fields are available to be adjusted as necessary. Additionally, for extra fields built above and beyond NEMSIS/NFIRS standards, you can add +1-codes that will help improve documentation of data collected.

  - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;

    The validation engine in Elite is available to the system administrator at any time to make changes to required fields throughout the application. The validation engine allows the agency to modify when fields are required and set a point value to the rule. Fields can be weighted showing the user which fields are most important. In Elite Field, closed call rules can be established to let the user know what fields cannot be missed and are

required in order to post the call from Elite Field to the website. All required fields are visually identified in the application and have a score at the bottom of the screen. Validation scores are calculated in real time, without the need for a provider to take action, click save, or advance to the next page. Users can see their score or click on it to easily navigate to a required field. The validation engine expands to all modules of the system and not just ePCR or NFIRS.

Closed call rules can be applied to the ePCR in Elite Field. If the closed call rules are not satisfied, a user cannot post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

- Allows customization of workflow of records for QA and billing function;

  Client-driven Validation Rules clearly identify fields configured as required for report completion and can be accessed easily in several ways including a single click "jump to" function. Each record has a status that can be used as a workflow engine to determine if further review is needed.

  Elite provides a QA/QI module that we call Continued Quality Improvement (CQI) which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review.

  Elite's CQI module allows the reviewer to see the incident's validation score in addition to the CQI validation score. This score is the result of the EMS incident form's data and the CQI rules to check the information entered by providers is documented as required to drive clinical monitoring and performance improvement. The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions the author of the PCR can review the feedback and respond to close the CQI loop.

  The Elite Inbox includes ability to set up messages to send to external emails, or message within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident, through the CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.

  Closed call rules can be applied to the ePCR in Elite Field or Elite web and be required with finish incident settings. If the closed call rules are not satisfied then a user cannot

post or submit their incident. All validated fields are marked in red and with exclamation points so that it is easy for users to identify required fields.

The Elite Form Manager allows administrators the ability to manage and build templates, edit, set defaulted values or hide fields based upon agency defined workflows. The ePCR template is completely configurable. Defaulted values can be preset for fields that can be set as read-only or inactivated to hide that value from the end user. Form Manager uses a "Drag and Drop" configuration of the form template to allow easy administration of the template. The estimated percentage of fields that are configurable would be around 95%. The estimated percentage of labels that are configurable is around 100%. The estimated percentage of field titles that are configurable would be around 100%.

Preset Values make it simple and easy to create commonly used incident scenarios to determine field values consistent for that situation, like documenting a cancelled call, with a click of button. Any field can be defaulted to an answer, if desired.

- Creates “parent/longitudinal” records for individuals, businesses and locations across sections;

  Occupant records are tied to the parent location record, which contains all historic past and current occupancy records giving the full historical information for a single location. Inspections can be scheduled manually or through an automated scheduling system, tying occupants to the specific inspection schedule. User permissions are controlled by the system administrator. Permissions can be given to allow users to read only existing occupant records, edit existing occupant records, add new occupant records, or have full control for occupant records. With add permissions, a user can add new occupant records to the location (building address) and complete all required data for the occupant, including contact information, maintenance records, preplan information, hazardous materials, etc.

- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on “parent/longitudinal” records);

  Elite's Report Writer is a proprietary reporting tool complete with over 160 prebuilt reports capable of customization to save as a new, personalized report. Ad-hoc transactional reports are simple to build, and include NEMSIS or custom built questions into the available reportable fields. Users with access to Report Writer can adjust the grouping, sorting, and the layout of the report, while including criteria and/or filters to drill down further into the data with many operators to help define the criteria based on full or limited data. Reports can be scheduled to send or exported into several formats, be aggregated, can reconcile CAD incidents, report on controlled substances, etc. Report writing in Report Writer is endless with all of the fields and many criteria that can be applied to a report.

  ImageTrend's Visual Informatics™ is available to create tabular or graphical reports. This allows the user to create custom reports that can be easily consumed by many different stakeholders. The tabular reports work similarly to pivot tables for users that are familiar

with Microsoft Excel. These types of reports are available only for incident data in the NEMSIS data set and NFIRS. These reports can be saved and scheduled for later use. With ImageTrend, user security is strictly enforced allowing only users to report and view information that they have rights to. Additionally, based on your permission group, you will have rights to the following report functions: choose field properties; define selection criteria; configure report layout options; save reports; schedule reports; and set up report permission.

Continuum® is another reporting tool that can provide near real time alerts, based upon different events that are specified by the department. For example, the department could track overdoses looking for trends in the data. Continuum allows administrators to create dashboards and playlists that can be published to public facing websites for anyone to view.

Data Mart™ is the solution that provides clients the ability to extend and expand their system and give them more control over their data. The Data Mart makes available a replicated copy of the Elite solution reporting databases into the client's own managed database environment. The Data Mart is ideal for clients who have technical staff, analysts and other staff looking to dive deeper into their data by using their own reporting, analysis and business intelligence tools. It will also serve as a powerful tool in connecting and combining Elite data with any industry-standard business intelligence tools such as Crystal Reports, SAS and Tableau, as well as any other tool that can connect to a Microsoft SQL Server Database.

With the Data Mart, your data is transformed into structures designed, tuned and documented for optimum reporting and analysis. This approach saves valuable staff time by removing the complexity of writing reports against raw transactional data structures. The Data Mart is analytically structured and well documented to reduce the learning curve and allow clients the ability to work with their data at the lowest levels.

Further below in our proposal, we have provided more detailed visual content regarding Visual Informatics, Continuum and Data Mart.

- EMS Section:
  - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management

    Validation rules are supported in Elite. Elite has a library of resources including validation rules published by ImageTrend and various other states and agencies using Elite as their ePCR platform. Our Library has several validation rule books available from which to choose to enhance current reporting requirement above state and national requirements. Additional validation rules can be added by the user within the user interface quickly and easily, to require the rule to be satisfied before transferring or posting the incident.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer and Visual Informatics. These report writing options have been discussed in length in our proposal response.

- MIH Section:
  - Closed-call rules for prevention, response and follow up operations;

    Validation rules can be created in the user interface, by an administrator, to streamline and require field documentation and ensure consistency for Community Health visits.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer as was discussed in length in our proposal response.
- FP Section
  - Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;

    Elite has not implemented closed call rules for inspections and investigations as it has for ePCR and NFIRS records. Closed call rules in Elite prevent records from reaching the server until all rules are satisfied according to the setup. ImageTrend has created the ability for end users to build their own dynamic validation rules for Locations, Occupants, Inspections and Investigations modules. Validations can still be used to determine level of completeness of a record and ImageTrend has made it easy to view incomplete or partial records.
  - Create custom reports as needed by SFFD staff

    Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.
- RMS Section:
  - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;

    Elite is an NFIRS 5.0 compliant product. This includes an editable NFIRS template, and NFIRS 5.0 compliant validation rules that "flags" fields in real-time as the user documents, providing the user with a visual indication of required fields to ensure incident documentation is compliant with NFIRS 5.0 standards. The system allows for documentation of all NFIRS 5.0 types of incidents codes, along with the ability for a system administrator to create +1 codes within their related code for enhanced reporting to drill further into the incident type. System administrators have access to customize the pick list order and control the field value labels to fit the department's terminology.

    System administrators have the ability to add fields and validation rules to require such fields for fire recovery. Using the Elite finish incident settings will allow the system

administrators to assure an NFIRS report will need to have all required fields before being able to be marked completed.

- Create custom reports as needed by SFFD staff

  Custom reporting is available through Elite's Report Writer, Visual Informatics, Continuum and/or Data Mart. These report writing options have been discussed in length in our proposal response.

2. IT Support: supply on-call technical support as needed for users and administrators.

- Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

- Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;

  Please see our standard Service Level Agreement included in the Appendix of our proposal.

3. Dashboards: Provide customizable dashboards for administrators and managers.

ImageTrend acknowledges and complies with this requirement. Report Writer provides the ability to create reports against any Elite data set. User can create Report Writer dashboards that use any of these reports. Continuum also allows you to assemble into Playlist dashboards for expanded BI capability.

4. Flags: Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).

ImageTrend acknowledges and complies with this requirement. The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

5. Longitudinal data: Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.

ImageTrend acknowledges and complies with this requirement. The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. Each time a field user documents any demographic related fields, such as gender, birth date, first name (even as little information as an initial), or last name, the user receives a notification of potential matches. As the user enters more information, the potential match count is narrowed down. End users can also use the search the Repeat Patient database button to look by any of the following fields to locate their exact repeat patient to download into the ePCR: patient first name or last name; date of birth; gender; patient address; exact social security number (SSN), last four digits of SSN, or through the use of a Hospital Information Hub™ (HIH™) lookup. Once the patient is downloaded into the ePCR, medical history, current medications and allergies, demographic information, billing information and practitioner information can be populated. Repeat Patient download into an ePCR will also display past incident related data, like past incident vitals, impressions, symptoms or display previous medical device images such as 12-lead EKGs from prior encounters, into a timeline to provide the end user a full picture of that patient's history regardless if they have provided care to the patient themselves.

The CQI module is directly linked to the patient care record. The reviewer has access to the printed PCR, if further review is needed. Messages can be sent to users and accessed when looking at the PCR form. If the reviewer answered CQI questions, the author of the PCR can review the feedback and respond to close the CQI loop.

6. Probabilistic matching: Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

ImageTrend does not currently "merge" ePCR records. Elite has functionality to transfer records from agency to agency or within the same agency from unit to unit. A PCR can be started from a first arrived unit and transferred to a transporting unit. The records, if desired to keep separated, can be "unified" within a print report to provide a complete picture of the incident from two different units.

The Elite Repeat Patient database stores patient information to allow field users to download the desired patient into the incident to save time and provide the most accurate history and demographic related information into the ePCR. The Elite Repeat Patient functionality was discussed in detail in response to Question 5 “Longitudinal data…” above. If a provider does not see/download a repeat patient into their PCR and creates a duplicate entry, our Manage Duplicate Patient Records interface allows end users to remove unwanted duplicate entries.

7 Host data: Be able to host server and data or work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.

ImageTrend is able to work with Windows Hypervisor.

8. Training: Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

Our implementation and education training model includes both virtual and onsite training. We will assign an implementation coordinator who is your point of coordination for your implementation. Together your implementation team and our Implementation Coordinator will review the implementation schedule, which includes a virtual project kick off, a series of webinars designed to incrementally learn the software over the course of several weeks in addition to onsite training for your administrators, training team and end users.

During the period of site build-out, our teams will meet virtually at a mutually agreed upon frequency, typically weekly for one hour, and educate your team on the features and functionality of the software solution. In addition to these walkthroughs, we have other educational resources to assist with educating your staff. Elite has a comprehensive Help/University with a plethora of articles and professionally recorded videos. Our Education Team conducts free webinars monthly on relevant areas of our software solution. Our Clinical Services Team also conducts regular meet-ups on industry hot-topics. These networking and educational opportunities are well attended by our ImageTrend community and are found to be very helpful for clients at any stage of their implementation or after go live.

Specifically for you, we are proposing an educational plan that includes three trips/nine onsite days and eight webinar sessions (each session is two hours in length). This plan would include a three day administrator onsite conducted early on in the implementation. A second trip could be conducted as a train-the-trainer or end-user training approximately two weeks prior to go live. This time is spent working with your training team if a train the trainer approach is desired, or scheduling a series of end user trainings to introduce your crews to incident entry. Lastly, our final recommended trip would be post go live, after a period of time for the Santa Fe and ImageTrend teams to audit the system and provide any additional training that would be best learned after there is real data in the site. For example, QA/QI and ad-hoc, aggregate report writing. These topics are often best covered after there is live and complete data in the system on which to query in Report Writer and perform quality performance checks. The eight webinar sessions are designed for remote training opportunities for ancillary modules such as Inventory, Training & Activities, Checklists, Repairs & Maintenance, or for particular teams - Prevention, Billing, Administration, etc. These modules may be managed by other teams within your organization so these webinar trainings can be designed to target training for particular teams within your organization or for particular topics.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. Messaging: Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)

The system has Dashboard messaging that the users see upon login as well as the ability to push these notifications via text message through the free Aware™ application. Each user has an inbox that can send and receive messages as well. The data can have a link to an incident, if needed. The system can alert a user that they have a message and need to log into Elite to access the data in the message. Inside of the system there is no limit on the data in the message.

Further below in our proposal, we have added our Aware product description.

2. Referrals: Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.

Elite has the ability to identify an incident to be referred to MIH as well as being able to flag incidents for a quality assurance review that can be then reviewed in the CQI module or through Report Writer.

3. Alerts: Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records (“Patient has appointment with on . Please contact ” or “Property pending reinspection. Hazard X present at exterior entry door on C side of building”) as well as the functionality for emergency responders to share notes with non- emergency and/or administrative staff.

Elite is a multi-faceted records management system that provides additional modules including Community Health, which was previously discussed in detail, is a module designed around CP in order for a department to track long-term, scheduled visits with patients enrolled into programs to track progress and help reduce emergent call dependency. Within the Community Health module, administrators are able to build a configurable CP template designed to track the patient visit information. The template is built in the same Form Manager as any system template, with drag-and-drop architecture along with optional build of validation rules to require field documentation.

Patient progress tracking occurs within the patient record to allow for updated medical history, billing information, physician or referral information or demographics to be updated and maintained. Enrolled programs and status tracking included as a chronological list of contact history with the patient, including

EMS, CP visits completed worksheets, or any contact types made and tracked within the record and module to provide the most comprehensive patient history available. The Community Health module integrates with the ePCR module when a patient is selected in an ePCR using the Repeat Patient Lookup to tie the patient in the ePCR to a history within the Community Health module. Past vitals, impressions, complaints reported by dispatch, etc. display inside either the patient timeline inside the ePCR or the Community Health Visit providing the end user a complete patient picture and indicates which CP programs the patient is enrolled in even before downloading the patient into the ePCR incident. Patient Enrollment is based on ePCR data info, including a unique algorithm to review the incident frequency percentage, past medical history percentage and past medical history which provides an impact score to determine patient enrollment by program.

Elite provides a QA/QI module that we call CQI which allows administrators to set up specific CQI reviews buckets to review calls that meet that specific criteria. The reviewer can answer questions pertaining to the review bucket to indicate if the incident provider properly documented fields and/or followed protocol during patient care. The reviews can be manually or automatically assigned to certain reviewers or require a minimum number of reviewers to complete the review. Responses can be exposed to the original crew member making report, within the incident to see overall documentation reviews results. Inbox messages can be shared within the CQI module.

The Elite Inbox includes the ability to set up messages to send to external emails, or messages within Elite. Message contents can be restricted to external emails, based upon administrative set up. Messages can be created via an incident through CQI module with a link in the message leading directly to the incident for QA or directly through the Inbox. Messages can be sent to users by permission group, contact type, users listed as crew members on an incident or individually. Inbox messages that are linked to incidents through the incident or CQI are viewable based upon permission access.

Inspection properties and re-inspections will display within the Occupant record displayed to all relevant users.

4. PSAP: Create and maintain interface with PSAP

- PCR fields should autofill from CAD wherever appropriate.
- Explain if there is a live CAD view of the system for users.

ImageTrend has integrated with over 50 CAD vendors. During implementation, the CAD Implementation Coordinator will provide a CAD mapping workbook ImageTrend uses to ensure that the CAD fields and values are mapped to the appropriate ePCR or fire values. Upon completion of the integration development, CAD data can then be downloaded into the ePCR and will populate the field values correlating to the CAD fields, saving the end-user documentation time and removing human error. The methods in which we can integrate data with CAD vendors are a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users. In Elite Field for EMS ePCR documentation, the user can view all CAD incidents or filter by their specific unit to select and download the call into the ePCR.

5. Staffing Software: Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.

ImageTrend offers Slate™, a proprietary staffing and operations management solution; however, Elite does offer interfaces with several staffing solution third party vendors, such as Telestaff, CrewSense, Aladtec, etc. If the selected third party staffing solution vendor is not any of the listed vendors, ImageTrend would be open to integration discussions, opening into a collaborative discovery process with the vendor and creating a Statement of Work (SOW) to accomplish desired integration. Please see our Statement of Work Process included in the Appendix of our proposal.

6. Billing: Create interface with billing company

ImageTrend supports the automation of billing files and NEMSIS files. Automated billing exports can be added on to each agency, as needed and contracted. Files are not automatically exported until all business rules are satisfied. The business rules are established by the system administrator or the agency administrator (based upon permissions) during implementation. EMS incidents are exported automatically via the NEMSIS web service or to a secure FTP location.

- **If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.**

  ImageTrend's auto export to your billing services vendor is a standard tool with years of reliability. Should there be any issues or interruption in data submissions, ImageTrend would consider it a high priority to get the issue resolved. Once the data is successfully delivered to the billing services vendor, ImageTrend no longer has any control over the process.

7. HIPAA/HITECH: Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)

ImageTrend is a leader in information security and compliance. Each year we get third party assurance that your data is kept secure in accordance with the HIPAA/HITECH Security Rule. ImageTrend software applications and our hosting facility are held to this high standard of security and compliance. To be compliant with the HIPAA/HITECH Security Rule with control mapping to NIST 800-53 cybersecurity framework, the entire process of how the application is constructed and deployed must meet compliance standards - ensuring privacy by design. Our hosting provider maintains up-to-date SOC1, SOC2 and PCI-DSS reports for the physical safety and availability of the system.

8. NMEMSTARS/NEMSIS: Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.

Elite is NEMSIS 3.3.4 and 3.4.0 compliant. The State of New Mexico is a current ImageTrend client for ePCR direct entry and as a repository of data. Elite can automatically post ePCR incidents from one site to another site without human touch, based upon predefined criteria the incidents must meet before the incident will post and return information indicating the incident post to the State was successful. ImageTrend is committed to meeting all NEMSIS data version updates, including NEMSIS version 3.5.0 with development already underway.

Elite contains a validation engine that is set up within the user interface and designed to allow administrators of the system the ability to build, edit, and manage active or inactive validation rules. During the implementation phase, the State's required validation rules are imported through Elite's Library (repository of resources where ImageTrend clients have shared their rules, forms, etc. for others to use). Agencies can then build their own rules to require additional data fields to be collected above and beyond state and NEMSIS requirements. For example, validation rules can be built to require fields when certain impressions are selected, or to require signatures to be collected.

Validation rules include logic to look at related field responses to "flag" fields with a red box for field user visual indication of real-time notification for all required fields based on conditions built into each rule. The built-in data validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. Items that require documentation are highlighted in red. Additionally, the user is prompted at the bottom of the form with additional validation information regarding the current validity score. The validation runs "real-time" so that each time the user changes a value, the score is recalculated and any appropriate fields are colored “red" to indicate they need to be filled out correctly.

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies those rule(s).

9. HL7: Maintain compatibility with HL7 for EMS and MIH records

ImageTrend's Health Information Hub (HIH) has the ability to securely exchange data using many protocols, including HL7. ImageTrend has completed a number of HL7 interfaces to date using the HIH. ImageTrend would have to work with another vendor to build a SOW to determine if any custom development would be required to complete an interface beyond using HL7 as the language to communicate. Please see our Statement of Work Process included in the Appendix of our proposal.

10. Cardiac Monitors: Create interface with cardiac monitors

Currently, ImageTrend is able to interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. Elite supports EKG data transmission using Bluetooth, cable, or internet, depending upon EKG and device capabilities. Each EKG vendor has software they rely on to transmit the data to the PCR. It is possible to include more than one device's data within a single PCR. As an example, it is possible to have a first responder capture a 12-lead and later capture a 12-lead from an ambulance.

When a new device is introduced to the market, ImageTrend works with hardware manufacturers and our customers to make sure the dataset has a place to document the needed information within our application.

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Data from cardiac monitors can be imported hardwired, Bluetooth or through a cloud integration. The method to move the data is determined by the hardware used by the department and configuration of the EKG monitor. If using and IOS or Android device, the Cloud would be the only way to interface. On Windows devices, any of the listed methodologies will work.

DESIREABLE SPECIFIATIONS

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. Optical character recognition: Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.

ImageTrend acknowledges and complies with this requirement. Driver's license scanning or swiping is supported depending on the hardware device being used. If the user is completing their documentation on an IPad, then the camera can be accessed to become a 2D barcode reader pulling in all data available based upon the state. Hospital barcodes can also be scanned into the ePCR.

2. Location pin: Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

Elite does not currently have the ability to "pin" a location within an incident or incident location to correct a CAD error. CAD latitude and longitude data can be populated in the incident fields. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the ePCR.

If the client is looking for the ability to "pin" a location to compare CAD coordinates provided, ImageTrend would require discovery of the requested work and a mutually agreed upon SOW. Please see our Statement of Work Process included in the Appendix of our proposal.

B. Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data:

1. Data migration: Migrate historical records into new platform:
By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

ImageTrend can support the migration of legacy ePCR incidents into Elite provided the data is presented in a compliant NEMSIS V3 xml format. Elite has a client facing import utility to import legacy fire incident data. Legacy fire incident data must be in the standard NFIRS text file format. Legacy resources can also be imported into Elite to facilitate your site build-out. Your Implementation Coordinator will provide you with our import workbooks for Vehicles, Users, Stations, Facilities, Locations, Occupants and Zones/Districts.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. Land Use Software: Create interface with Land Use building permits software for plan review

Elite does not currently have an integration with any Land Use software. Integrations to other systems are always possible as long as all parties are willing to be involved in the process. ImageTrend would recommend further discovery to determine if any additional customization and/or if a SOW for custom development would be needed. Please see our Statement of Work Process included in the Appendix of our proposal.

2. IBC/IFC: Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records

Elite Field Inspections complies with this requirement. The Mobile inspection platform is browser based allowing it to work on Windows, IOS, and Android devices with or without an internet connection. ImageTrend currently has IFC 2015 and IBC 2015 codes available within our solution. Should your department adopt a more recent version of the IFC or IBC codes, we also have available IFC 2018 and IBC 2018. As new codesets become available from the International Code Council, we continue to add code sets within our solution. All codes can be viewed from within the user interface, activated, inactivated or adjusted as needed by clients. There are bulk actions available to enable/disable entire code sets if you chose to adopt a newer or different version.

3. NFPA: Create an interface to quickly access NFPA standards related to IFC and IBC.

ImageTrend has a user interface where violations codes are managed. Users can activate, inactivate or edit any existing violation codes that are implemented within the system. Users may also create custom violation codes if they have certain local ordinances that are not covered in the national standards.

4. Training and Record-Keeping Software: Create interface with training and record-keeping software Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.

Elite has the Activity and Training module, which allows for system administrators, and individuals with permissions, to create and track activity and training initiatives within your organization. These modules leverage the same framework that our ePCR, NFIRS and other modules utilize allowing adding Supplemental Questions, or creating validation rules as needed. The familiar design of the Training and Activities forms provide an easy transition from module to module. All records from the Training and Activities module are held within the context of the specific module as to not co-mingle with other data within the system. All information within these modules are available in our Report Writer solution.

5. Airtraq: Create interface with video laryngoscopy tool (Airtraq). If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific event records.

ImageTrend does not currently have an API integration with AirTraq; however, we do have several customers that currently upload video files from AirTraq intubations. ImageTrend supports a wide variety of attachment types including PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. that can be directly attached to the individual PCR. Several customers currently upload AirTraq videos to the application.

6. LifeNet: Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Elite includes a comprehensive CQI module. Data that is imported from an EKG monitor solution can be viewed within our CQI module limiting the need to access multiple systems. In addition, ImageTrend has built an application through our Elite Desktop client that can open PCO files and view the case file using our Physio-Control Case Viewer.

LOCAL PREFERENCES

ImageTrend does not qualify for local preferences.

OTHER SUPPORTING MATERIAL



ELITE

Elite is a centralized, web-based system that offers fire and pre-hospital emergency data collection, analysis and reporting in one enterprise solution. It supports the identification of evolving problems or successes in emergency health care, fire prevention and fire suppression while simultaneously providing secure access of that information to authorized personnel from anywhere, at any time. The information can be used to set priorities, make plans and ultimately improve public health and safety.

Elite Key Features

- ✓ A centralized, dynamic data warehouse with a scalable, open architecture for ever-changing and growing requirements
- ✓ Full NEMSIS v3 compliancy (for both "Collect Data" and "Send and Receive")
- ✓ Full NFIRS 5.0 compliant reporting
- ✓ Secure multi-tiered access to ensure and respect data privacy to HIPAA and other standards
- ✓ Agency administration from an enterprise level, allowing consistency within data entry and reporting
- ✓ Web-based online incident forms for data entry by all authorized personnel
- ✓ Audit validation to track and record access and changes to all ePCR records
- ✓ A robust internal messaging system to allow for easy and quick QA/QI reviews
- ✓ Report Writer, included, offers more than 160 pre-created reports and easy to use ad hoc reporting with advanced query capabilities
- ✓ Locations / Occupants / Inspections module, which allows for documenting and tracking occupant and inspection data such as pre-plans and violations
- ✓ A data exchange module that can interface with many different formats (including NEMSIS v3, EKG, CAD, billing, scheduling and others)
- ✓ The patient centric Timeline view that allows providers to see vitals and procedures within an encounter as well as historic data from previous encounters for repeat patients. Historical EKG images also can be attached to note relevant differences from the current reading that may indicate a cardiac event.
- ✓ Checklists to perform truck checks, station checks and track daily duties in a checklist format to ensure duties are being performed for a well-prepared crew.
- ✓ Fire CQI to enhance your department's documentation standards and perform continuous quality improvement to provide feedback reports to authors.
- ✓ Optional modules:
    - Investigations module, which allows investigators to document all aspects of a fire-related investigation, including witnesses, evidence grids and weather-related information
    - Inspections Field for inspections without a live internet connection
    - Permits (as an extension of Locations/Occupants/Inspections) for managing a location's permit requests and documentation
    - Web-based Hospital Hub™ for secure, online viewing of incoming patients at the receiving facility
    - Elite Field™ for field reporting, EKG wizard and offline data entry capabilities

- Critical Care with special fields and values related to interfacility and air transport
- Visual Informatics for advanced reporting with data mining techniques
- Continuum for information delivered how and when you want it without building reports
- Community Health for management of patient-centric records in a community paramedicine or mobile integrated healthcare (MIH) program

Elite System Architecture

The overall architectural design of the Elite system is comprised of a scalable database structure that supports full functionality with ease of expansion as requirements grow and change.

The Elite data repository is based upon the NEMSIS v3 and NFIRS 5.0 uniform data sets. In addition to collecting all aspects of NEMSIS v3 (including NOT values, Pertinent Negative values, ICD-10 codes, RxNorm values, GNIS addresses and SnoMed codes), Elite is also capable of collecting custom elements.

Data Repository

The data repository is Microsoft SQL based and designed to support the expanding and dynamic requirements of the EMS and fire communities. These requirements include, but are not limited to, system-wide quality improvements identified through tracking of trends and procedures, benchmarking of specific indicators for compliance and public health issues, and a non-redundant data flow and sharing among concerned agencies from the local to the national level. The NEMSIS v3 data set populates the database hosted at ImageTrend's secure facilities or at the client's hosting facilities. All fields of the data set are available for reporting and exchanging with other agencies and applications.

Data Entry

Electronic data entry, whether via the web or in the field clients supports ease of data collection and ensures non-redundant entries, while being workflow oriented. The data can originate from CAD, transfers and medical devices, or as quick-pick entries in the field (as it happens). This data collection constitutes the incident level and can be posted to the data repository. From here, the data is available for querying, comparing, reporting or sharing.

Security

The multi-tiered security module incorporated into Elite meets HIPAA guidelines and has been reviewed by HIPAA officers of various organizations with a positive outcome. The reporting and auditing functions of the application's procedures allow for complete safeguarding and immediate notifications of any attempted breaches. This provides for data access only through assigned permissions and ensures that only those intended see their data and can access it for reporting.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be created via custom development. All system additions are designed and tested on development servers to ensure desired functionality and full interfacing with existing functionality. This also provides the client with the ability to

review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today.

This solution provides:

- ✓ Limited information access for personnel in the field to their personal data and the incidents they document
- ✓ The agency/department manager has access to all of the data on all of the incidents that are handled by his or her agency/department
- ✓ The city administrator has access to all of the incidents for his or her city

ImageTrend's familiarity with all sizes of EMS and fire reporting systems is reflected in our diverse list of clients, ranging from agencies with fewer than 200 incidents per year to states with millions of incidents per year.

Compliance with National EMS Database

ImageTrend is NEMSIS compliant – in both Collect Data and Send & Receive - and based upon the most current version of the NEMSIS data set, which is version 3. ImageTrend is committed to supporting the national data set. We understand the importance of a national data set and its positive impact on convenient data exchange and the potential role that EMS data plays in improving health care.

Agency/Department Administration

The agency administrator will have the ability to manage their agency through a series of setup screens and functions. Items such as data validation, closed call rules, dataset manipulation, and Form Manager are centrally administered which offers consistent, easy-to-use incident forms.

Agencies can set up their agency information, including contact information and customized resource lists. The custom defined resource lists allow an agency administrator to set up lists including:

- ✓ Facilities/destinations
- ✓ Station locations
- ✓ Daily roster
- ✓ Alarms
- ✓ Pay rates
- ✓ Agency locations
- ✓ Leave of absence reasons
- ✓ Vehicles
- ✓ Call signs
- ✓ Zones & districts

The user directory allows the department administrators to set up crew members that will have access to the system or that will be available in the list boxes within the incident form allowing for quick selections. This includes auto-populating pay rate and rank to expedite the data entry process.

Validation

Validation rules are set up by the agency administrator and are administered to the agencies and Elite Field users. The built-in data validation includes scoring to ensure data quality. Each field can have its own

value towards the validity score. Items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be completed or filled out correctly. Elite deploys with all the validation rules to necessary for submitting to NFIRS. Fire rules cannot be edited or inactivated but administrators can create new fire rules.

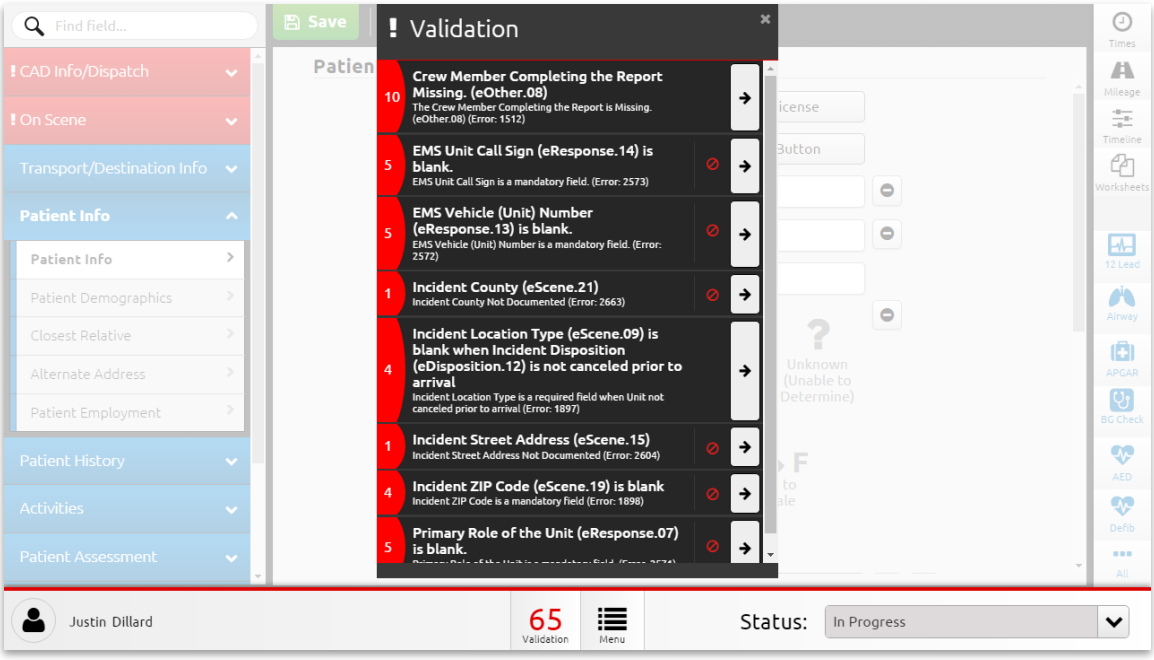


Figure 1. Validation rules with quick links to make corrections on the form.

Closed Call Rules

System administrators have the ability to create closed call requirements per individual validation rule. This will restrict providers from posting an incident from the Elite Field to the central Elite system until the provider satisfies the specified rule(s).

Dynamic Power Tools

Dynamic Power Tools™ allow users to group any grid from Medications, Procedures, Vitals, EKG and Assessments to provide documentation for common situations. These dynamic power tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Situation Tools

Situation Tools™ allow users to group any control from Dynamic Power Tools (except fire-only Power Tools) such as Medications, Procedures, Vitals, EKG and Assessments to provide chronological documentation for common situations. These Situation Tools can be named/labeled whatever the administrator would like. The layout of the fields is also completely customizable.

Form Manager

The Form Manager is used to configure the incident form's layout. The Form Manager allows the incident forms to be configured to the exact needs and specifications of the individual agency. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each agency for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. There are several other configurations to allow for quicker and easier data entry. Multiple incident templates can be created for different situations - for example, a form for cardiac arrest calls and another for cancelled calls. In addition, default values can be added into most of the fields. Default values are based on template type, so a cancelled call may have different defaults than a scheduled transport.

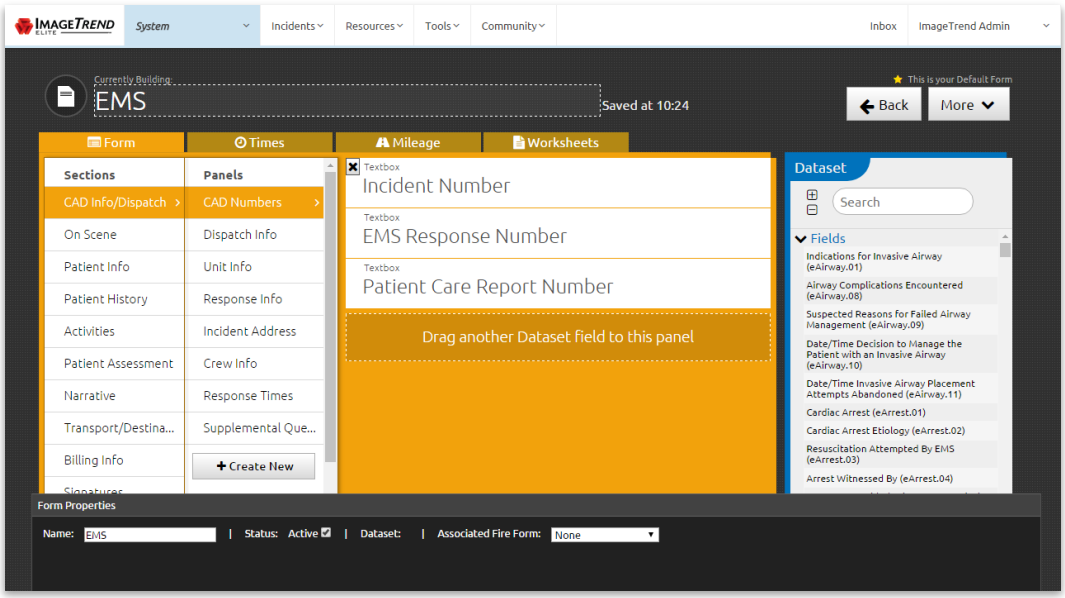


Figure 2. The Form Manager allows the administrator to configure fields on a form or worksheet.

Incident List

The Incident List allows the user to search within any column that is on their Incident List, such as incidents by incident number, response number, date, time and validity (%) and then view them. The specific columns that appear are customizable per user.

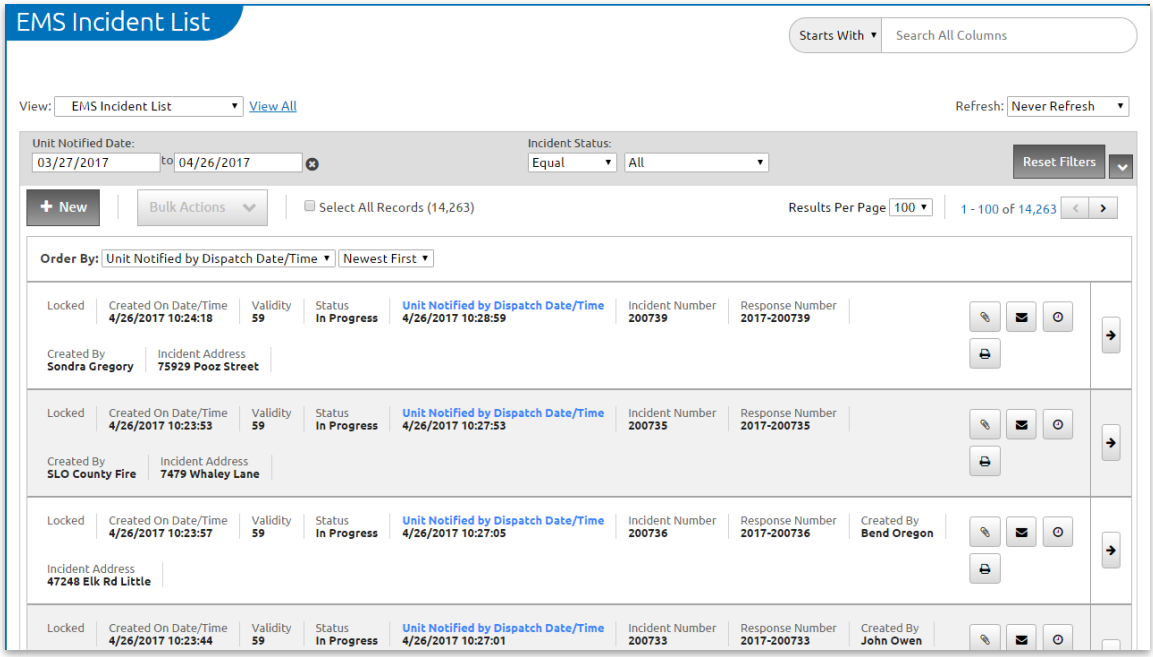


Figure 3. The EMS incident list.

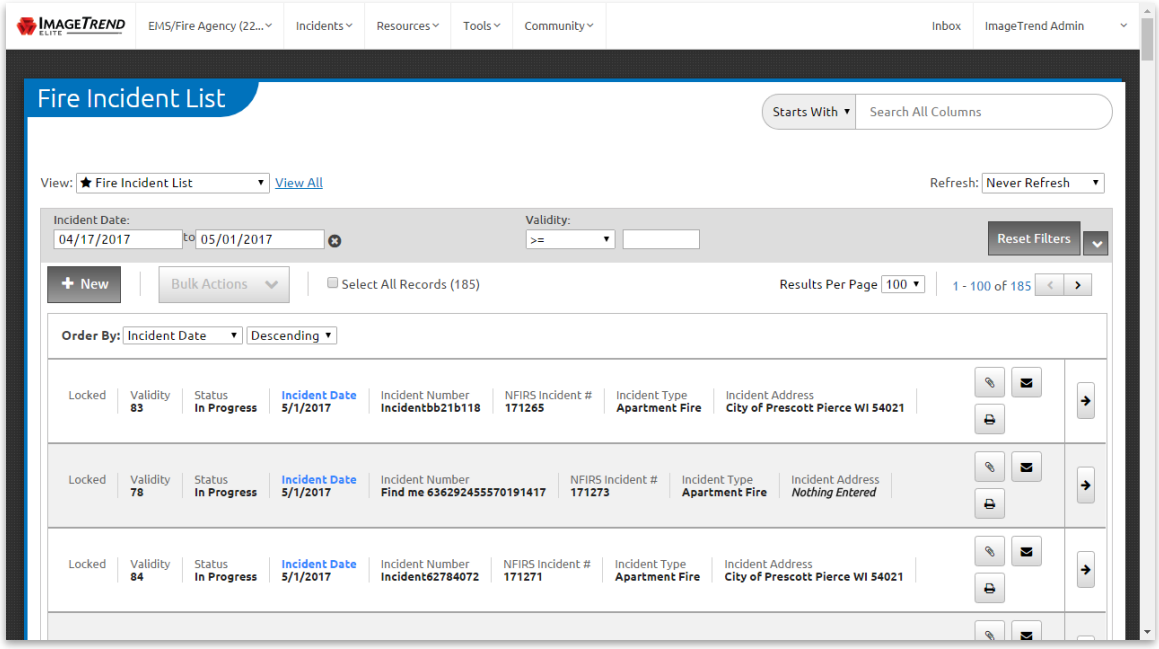


Figure 4. The fire incident list.

User Management

The Users section of each agency allows an agency or system administrator to track and enter many details about the agency and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile

- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Data Entry

As a web-based application, data is entered via an online form that can be accessed from any internet connection at any time. This form replicates a PCR with all fields for data collection. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Checklists
- ✓ Default values
- ✓ Dynamic Power Tools™
- ✓ Situation Tools™
- ✓ Billing information
- ✓ EKG integration
- ✓ Validation rules
- ✓ Electronic signatures
- ✓ Repeat patients
- ✓ Response times

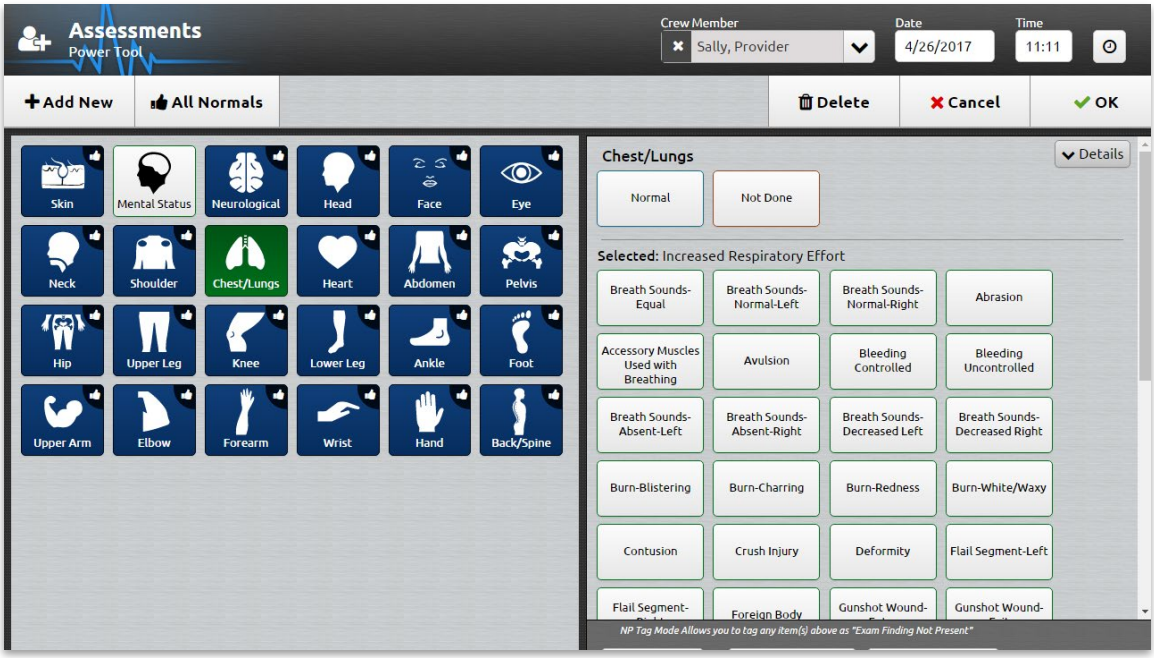


Figure 5. The Assessments Power Tool.

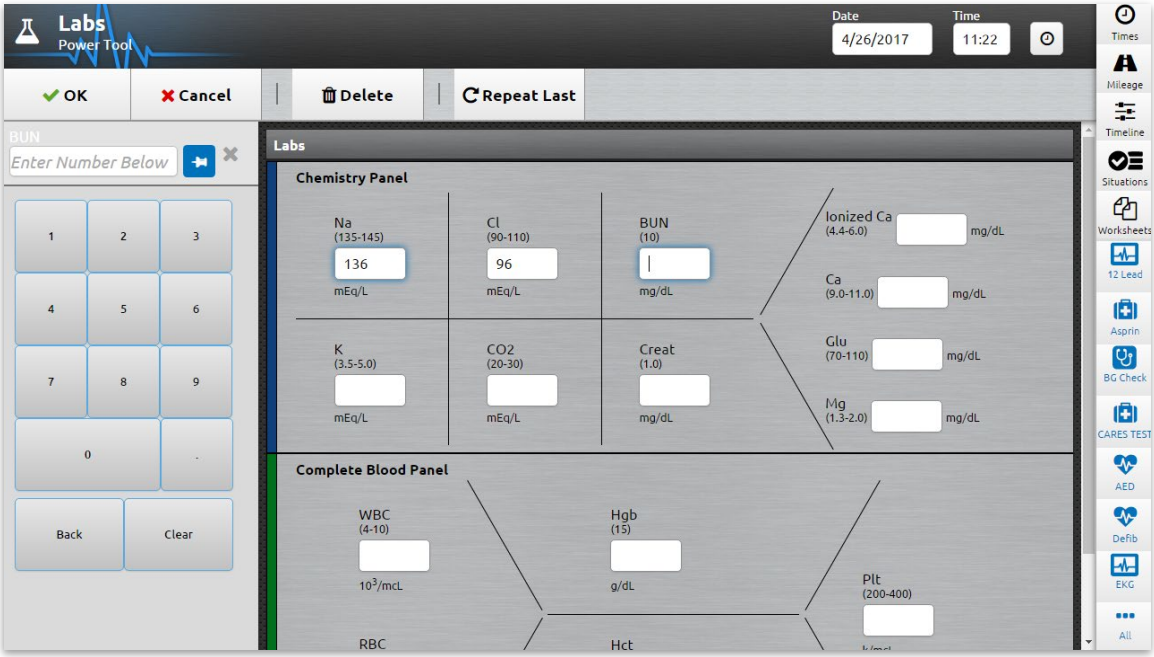


Figure 6. The Labs Power Tool (fishbone).

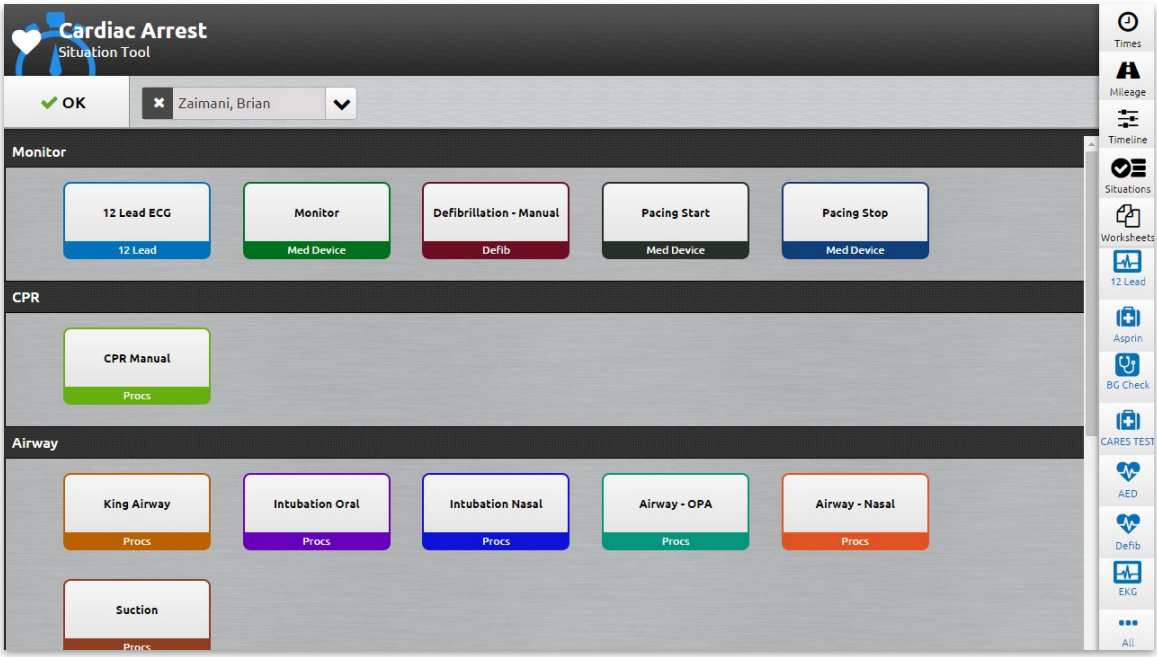


Figure 7. The Cardiac Arrest Situation Tool.

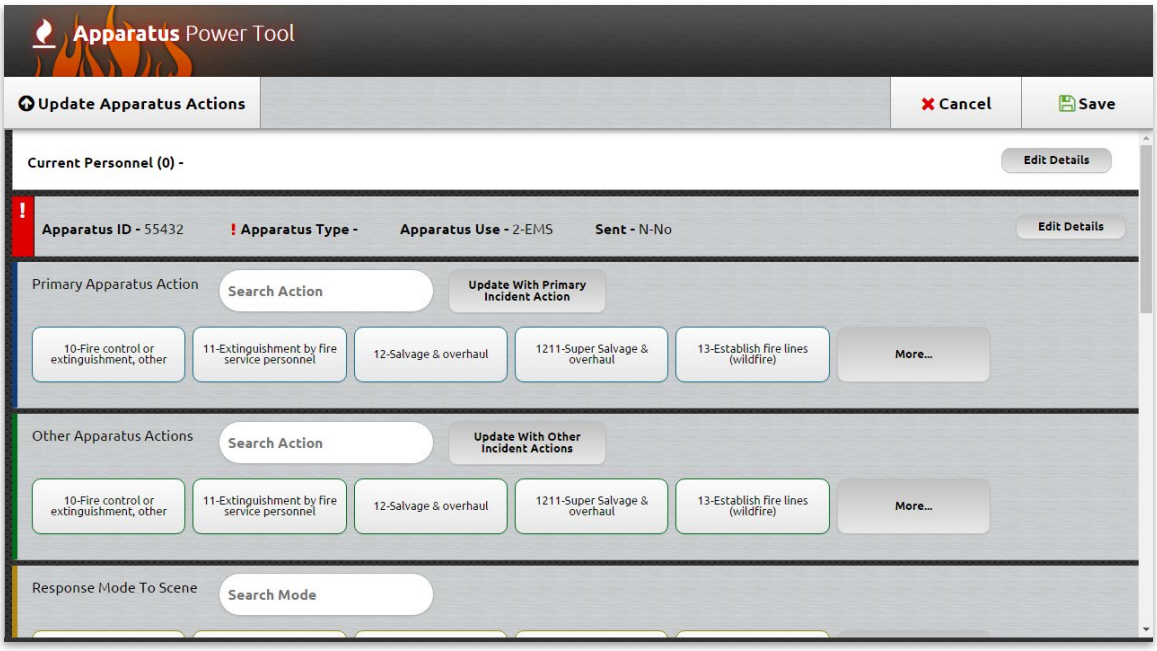


Figure 8. The Fire Apparatus Power Tool™ speeds data entry.

Audit Validation

There are several levels of auditing within Elite. The auditing feature not only tracks and records every access and change to an ePCR field, it ties into the data validation engine which audits each data field to assigned business rules and produces a validation score of completion. All data transfers include validation algorithms to ensure successful data transfer. Additionally, our hosting infrastructure includes several automated monitoring and auditing features to ensure security and quality assurance.

The Elite system also tracks each time a user access an ePCR, prints an ePCR report, or changes a data value within an incident.

Quality Management and Inbox

The QA mechanisms in Elite go beyond validity, and allow agencies and medical directors to track, review and comment on all incidents within their agency. To start, the system contains numerous standard QA reports that allow agencies to review and quickly determine the quality of incident being entered by their emergency technicians. Additionally, each incident can be assigned a status. This list is dynamic, and can be added to or modified at any time. This may include statuses for: In Progress, Completed, Submitted for Review, Needs Review, Reviewed/Sign Off, Billed, etc. Users and billing companies can search and report on status of all incidents.

If an incident is determined to require follow-ups with emergency personnel, the medical director or other agency administrators can record a note with a link to the incident. They can identify to which specific individuals to send the note. Users are automatically notified upon entering the system that they have unread notes. These correspondences are tracked within the system with no limits on the number of notes attached to the incident, for ease of review by the administrator or the medical director. Users with unread notes can reply to these just like email.

All internal notes/messages can be accessed by clicking the "Inbox" after the user is logged into Elite. From within Inbox, you can see your unread messages, read messages, sent messages, and messages flagged with a color-coded category. The user can delete messages, reply to an existing message, or create a new message.

Incidents can be locked from editing to maintain the integrity of incidents that have been submitted or billed. Administrators have the ability to lock or unlock incidents at any time. This can also be set on a schedule. For example, auto-lock incidents upon posting from Elite Field.

The inbox also links to patient outcomes from hospitals. Users can be notified of new outcomes on their Elite Field dashboard. Clinicians can then compare their working impressions, interventions and assessments to patient outcomes.

Data Conversion and Integrations

ImageTrend's goal in any solution is to streamline data flow and maximize data usage. The NEMSIS XML version 3 standard data exchange methodology has been successfully implemented in numerous solutions and with many different vendors. To accomplish this, we have a team that thoroughly investigates the existing data and requirements which then allows them to develop a plan of integration for ongoing data communications between systems or a data conversion plan for those instances when a singular import of existing data into the new database is required. In either of these instances, the file import method, file data type and accurate mapping are the keys to success.

These interfaces will be fully reviewed for implementation requirements, after which a detailed implementation and acceptance plan will be presented. Even in the case of standard interfaces, ImageTrend reserves the right to fully review all requirements, as it has been our experience that even standard products from vendors often have variances that may not be thoroughly documented.

Every client has a unique set of interfaces that define their system and configuration; therefore, not all interfaces may be available for their specific versions. Even if we do not have a specific integration available, as integration experts we fully understand the issues involved and will prepare a detailed plan for successful implementation within reasonable timelines.

Cardiac Monitor Integration

ImageTrend currently integrates with ZOLL, Physio and Philips cardiac EKG monitors. The data types that ImageTrend Elite Field currently captures are based on what the manufacturer exports. These include: 12-Lead Analysis, Defibrillation, ETCO2, Heart rate, Invasive blood pressure, Noninvasive blood pressure, Respiratory rate, and SPO2. Each entry is imported and saved as a new entry within the Vitals/Treatments section of the Elite EMS incident, which also appears on the printed report. In addition, the original manufacturer file is dynamically saved as an attachment in the specific incident. This allows the end-user to be able to view six-second waveform strips, as well as related waveforms for each vitals record at any time in the future. This data – when collected within Elite Field – can also be posted up to the Elite data repository.

CAD Integration

- ✓ Dispatches are usually text files that contain full or partial incident information

- ✓ ImageTrend has successfully built an import method for most of the existing CAD vendors
- ✓ CAD data is imported into an ImageTrend database, where it resides and can be downloaded into an Elite incident
- ✓ CAD/Incident reconciliation reports come standard with this integration
- ✓ All CAD data that has been imported into the Elite system is viewable from within the Incidents app menu item

Billing

ImageTrend's software fully supports integration with all billing systems, such as Billing Bridge™, that are ready to accept NEMSIS v3 data. In addition, ImageTrend offers the capability to send data to secure FTP locations.

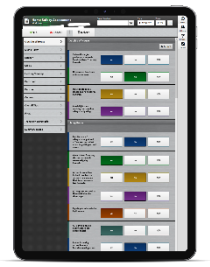
NFIRS Integrations

ImageTrend's systems provide an NFIRS file export of available data for systems to use as a data import. If integration services are required, these are available at time and materials rates and will be offered as a change order scope of work after full discovery as described above. Please see our Statement of Work Process included in the Appendix of our proposal.

COMMUNITY HEALTH

As part of a fully integrated healthcare system, your community paramedicine program will rely on data from various sources to provide a complete picture of the patient's conditions, medications, environmental factors and barriers to care. Elite for integrated healthcare make those connections, including your Elite ePCR data. When you partner with ImageTrend, you will be confident in receiving a solution designed for the needs of your community.

- ✓ Reduce hospital readmissions
- ✓ Manage frequent EMS users
- ✓ Monitor chronic disease
- ✓ Assess alternate destinations
- ✓ Extend primary care access



Connected Data

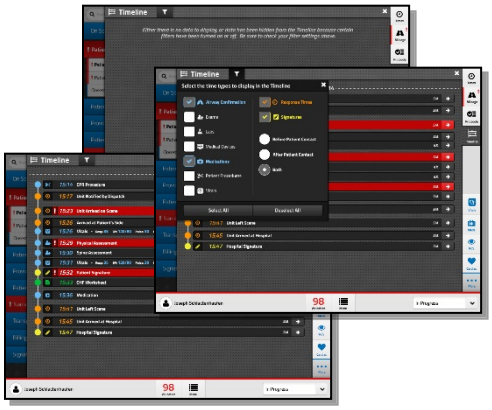
In patient-centric care, outcome and progress data can be measured. The financial savings for the patient, care provider and hospital can be realized and measured in multiple ways from reduced 911 calls and transports to hospital readmission rates.

Outcome Measures

Select what you want to monitor and how often you would like to receive that information. Choose from receiving notifications via text, email and/or view via a dashboard. Continuum access is based on Elite permissions, but allows you to subscribe yourself, as well as other to receive notifications most relevant to their position.

History and Timeline™

Patient-centric healthcare means conditions are monitored over time and often through multiple visits. The Timeline™ feature generates quick graphs of vitals during a visit or across multiple visits to help visualize the current measurements in context. Previous encounters can also be accessed with a click to the most recent PDF visit summary for fast reference.



Community Assessment Tools

Analyzing the needs of your community is the first step when determining your approach to MIH. You have been collecting data for years; now see how it can help you determine top priorities for your programs and who might best be your stakeholders and partners in this venture.

KPI Dashboard

Your key performance measures at a glance. At a moment's notice you have the updated information to inform your stakeholders and evaluate how best to improve your program.

Enterprise-ready Capabilities

One of the key reasons Elite can do so much is because of its extended enterprise capabilities.



- ✓ Scalable from smaller agencies with 200 incidents/year to a large statewide system
- ✓ Configurable access and security utilizing permission groups
- ✓ Tiered administration and reporting optimized for your organizational structure
  - Statewide
  - Regional or district
  - Countywide
  - Cooperative
  - Custom groupings of more than one agency or department
- ✓ Users associated with multiple agencies can belong to a different permission group for each
- ✓ System configurable and service configurable setting

INVESTIGATIONS

ImageTrend Elite is a centralized, web-based system that offers fire data collection, analysis and reporting in one enterprise solution. The Fire Investigations module enables investigators to document the fire scene and generate electronic reports anytime and anywhere using an internet connection. It was architected as a statewide system that supports multiple concurrent users with tiered permission groups.

Elite Fire Investigations Key Features

- ✓ Based on NFPA 921 Standard: Guide for Fire & Explosion Investigations
- ✓ Runs on laptops and tablets, including Windows 10, Android and Apple iOS
- ✓ Secure multi-tiered access to ensure and respect data privacy
- ✓ Allows any kind of property to be documented in an investigation
- ✓ Stores attachments including images and documents with ability to identify as confidential or public
- ✓ Highly configurable, web-based online fire investigation forms for documentation by all authorized personnel
- ✓ Report Writer, which offers easy to use ad hoc reporting with advanced query capabilities

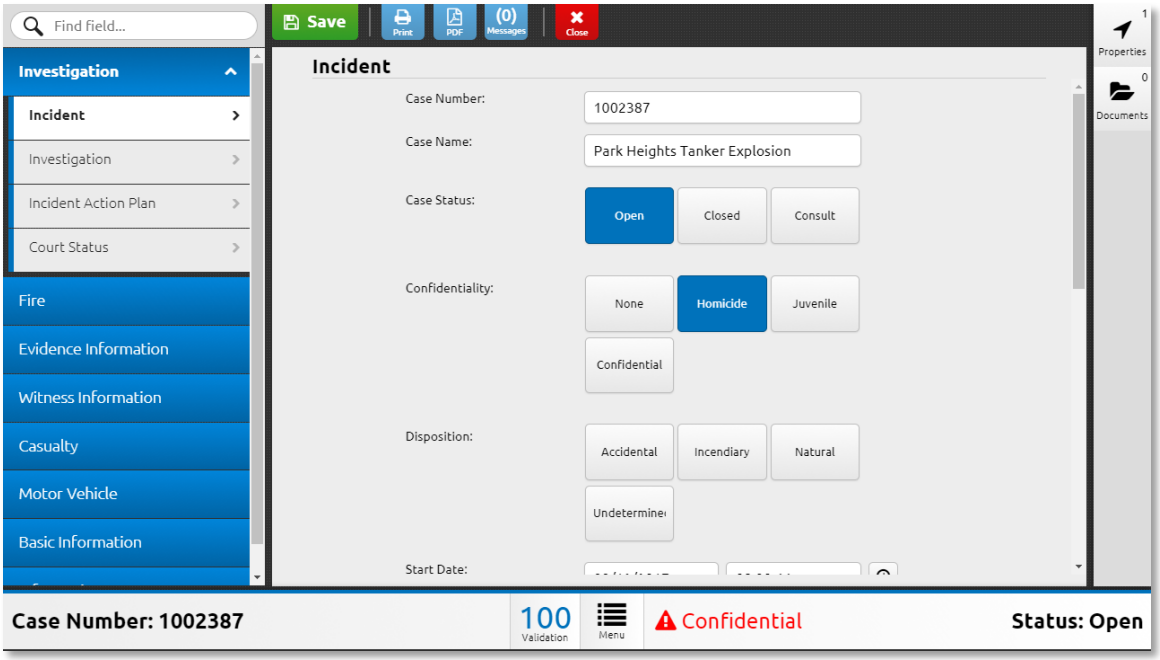


Figure 9. The Incident form of fire investigations has touch-friendly controls.

Scalability

ImageTrend systems are designed with open, scalable architectures and modular functionality. Modules can be added at any time, and if functionality is desired that does not exist, it can be designed as a module. All system additions are designed and tested on development servers to ensure desired functionality and full functional interfacing with existing functionality. This also provides the client with the ability to review and perform final acceptance prior to going live. The scalability lets the systems grow as needs, budgets and hardware capabilities allow, delivering continual progression. ImageTrend has

developed all of their own software in-house and has extensive experience in custom development to meet individual needs of clients.

Another consideration of scalability is the user and data volumes. ImageTrend systems are designed for high volume and traffic user bases, and there are many examples of each of these types of systems in use today. ImageTrend's familiarity with all sizes of reporting systems is reflected in our diverse list of clients, ranging from departments with a few hundred incidents per year to statewide systems.

Fire Investigation Property Use

Fire Investigations has a multitude of options for property use, including:

- ✓ Single Family Homes
- ✓ Multifamily Housing
- ✓ Strip Malls
- ✓ Office Buildings
- ✓ Retail Structures
- ✓ Warehouses
- ✓ Industrial Facilities
- ✓ Passenger Vehicles
- ✓ Industrial and Commercial Vehicles

Validation

The Validation rules are set up by the administrator to determine suitable data values and fields that require input for completion of a report. The built-in Data Validation includes scoring to ensure data quality. Each field can have its own value towards the validity score. On forms, items that require further information are highlighted in red and the user is prompted at the middle-bottom of the form about the current validity score and the missing items that require attention. The validation runs "real-time" so that each time the user changes a value, the score is re-calculated and any appropriate fields are colored "red" to indicate they need to be filled out correctly.

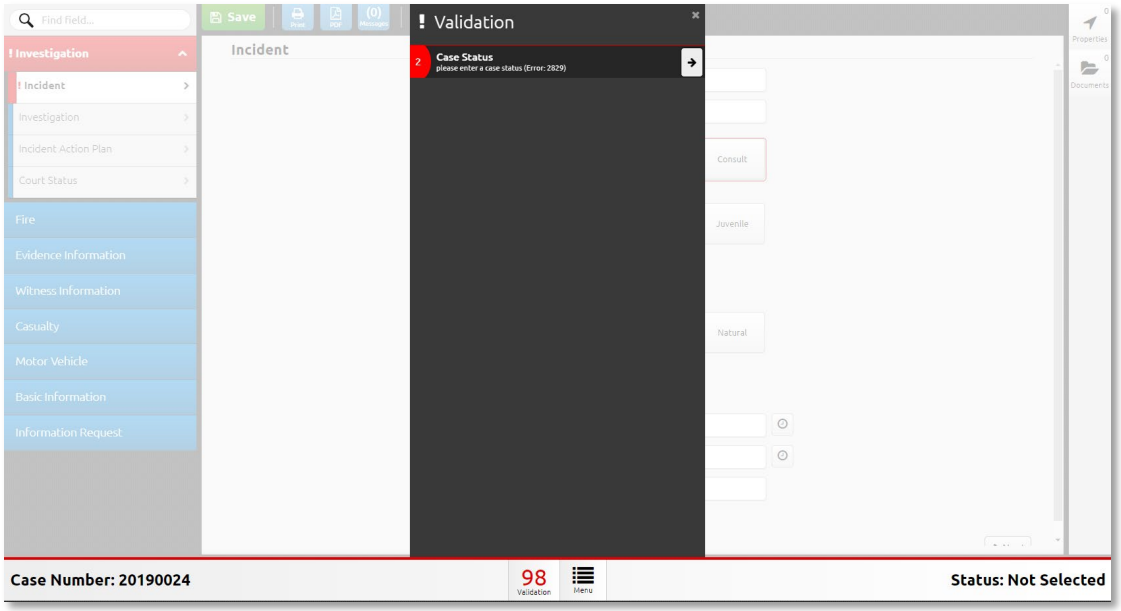


Figure 10. Validation rules with quick links to make corrections on the form.

Form Manager

The Form Manager is used to configure the investigation form layout. The Form Manager allows the forms to be configured to the exact needs and specifications of the client. Tabs, panels or fields can be moved, added or deleted, creating an incident form to meet the needs of each department for data reporting. Other configurations include the ability to change labels, inactivate fields, and group fields within a section. In addition, default values can be added into most of the fields, based on template type.

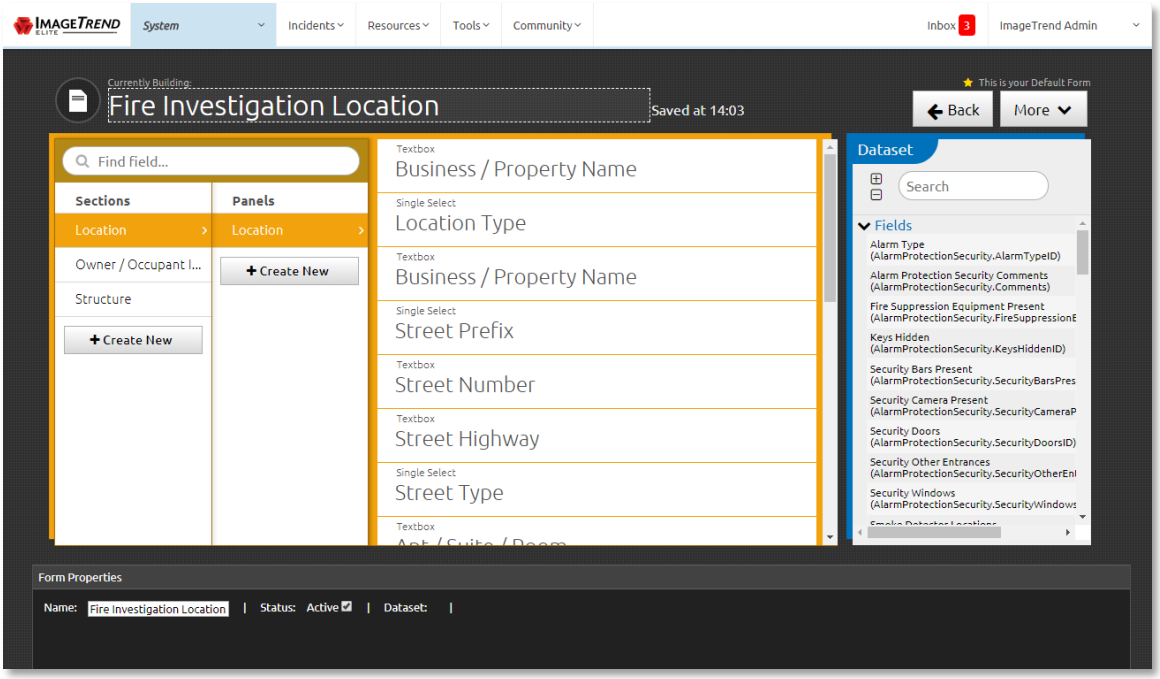


Figure 11. The Form Manager allows the administrator to configure fields on a form or worksheet.

User Management

The Users section of each department allows a department or state administrator to view and enter many details about the department and its staff, including:

- ✓ User listing with permissions
- ✓ Individual staff profile
- ✓ Add staff
- ✓ Certification management
- ✓ Employment details (personnel ID, start date, title, etc.)
- ✓ Immunization records

Elite Fire Data Entry

As a Web-based application, data is entered via an online form that can be accessed from any internet connection at any time. Many features for simplifying data entry are standard including:

- ✓ Quick-pick lists
- ✓ Default Values
- ✓ Validation Rules

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with HIH to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

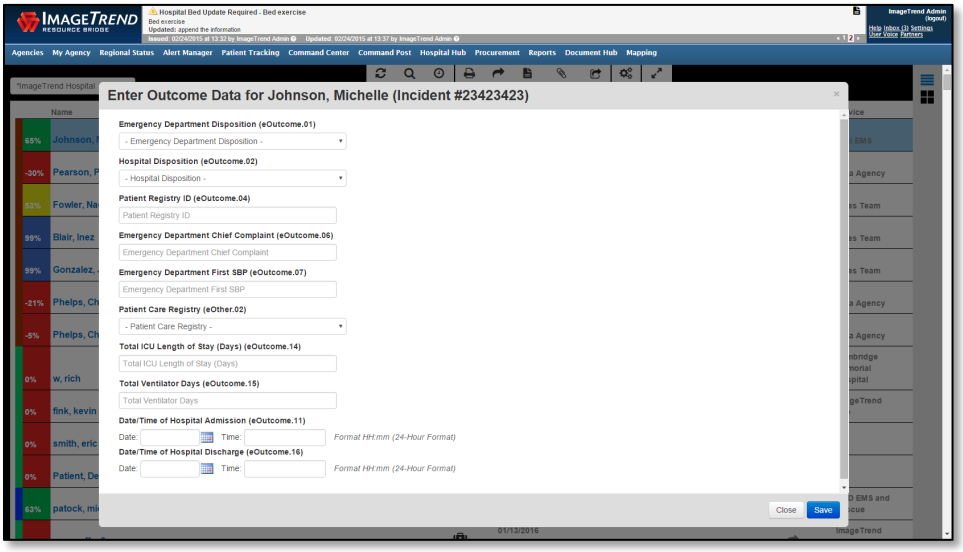


Figure 12. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

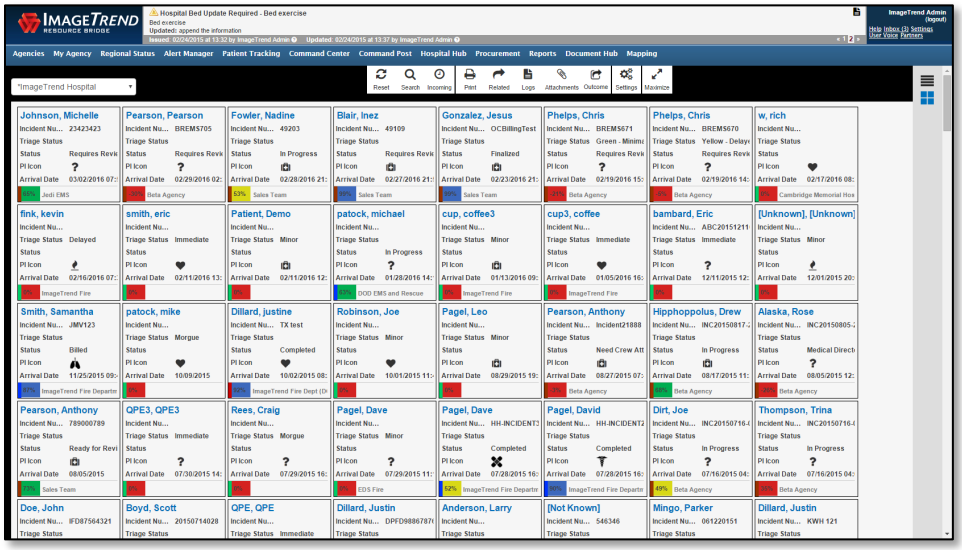


Figure 13. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the emergency department displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

IMAGETREND VAULT™

ImageTrend Vault™ is an archival solution for protecting historical NEMSIS v2 patient care data. Vault is a secure and scalable solution, limiting risk and potential data exposure while providing the ability to access when needed.

Securely Retrieve Data Fast

Vault provides a modernized approach to security and data management by limiting archive access to only authorized users. Those users have the ability to perform record searches in Vault to retrieve, view and print individual care reports and attachments. All of the actions are fully logged and auditable for enhanced security.

Reduce Liability

Vault allows you to responsibly store and access your EMS NEMSIS v2 data while limiting risk. Online, permission based access for only those that require it, as well as automatic logging of their actions, provides the extra layer of security you need.

Fulfill Archival Needs

ImageTrend Vault has the features to meet your needs and state requirements.

Store: NEMSIS v2 report data from XML imports. When importing from an ImageTrend system, custom fields and associated attachments are also stored.

Secure: Includes secure online access using two-factor authentication, with full audited access logging with a time/date stamp.

Search: Search for individual records by agency, patient name, incident or response numbers, or date range to view and print as needed.

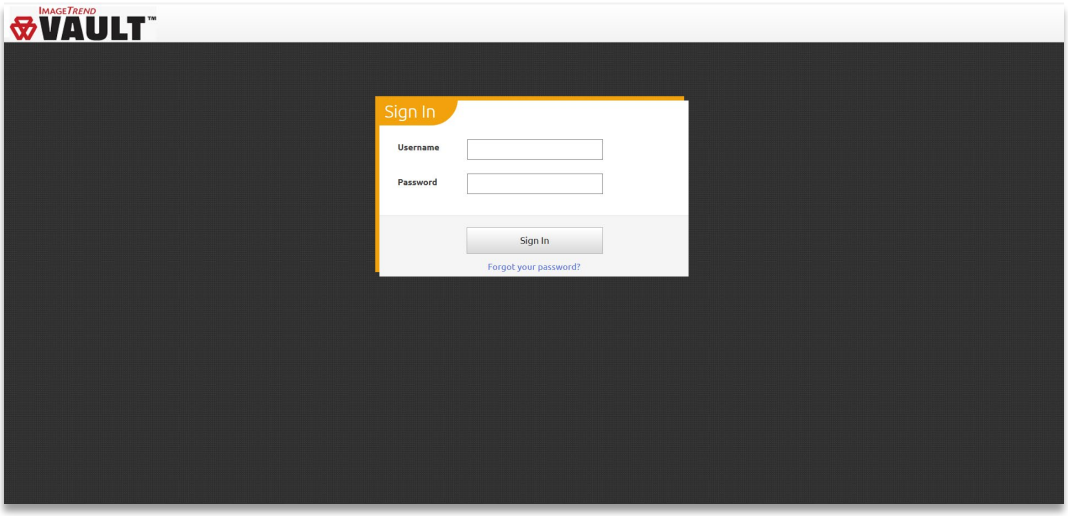


Figure 14. Above is an example of the login screen.

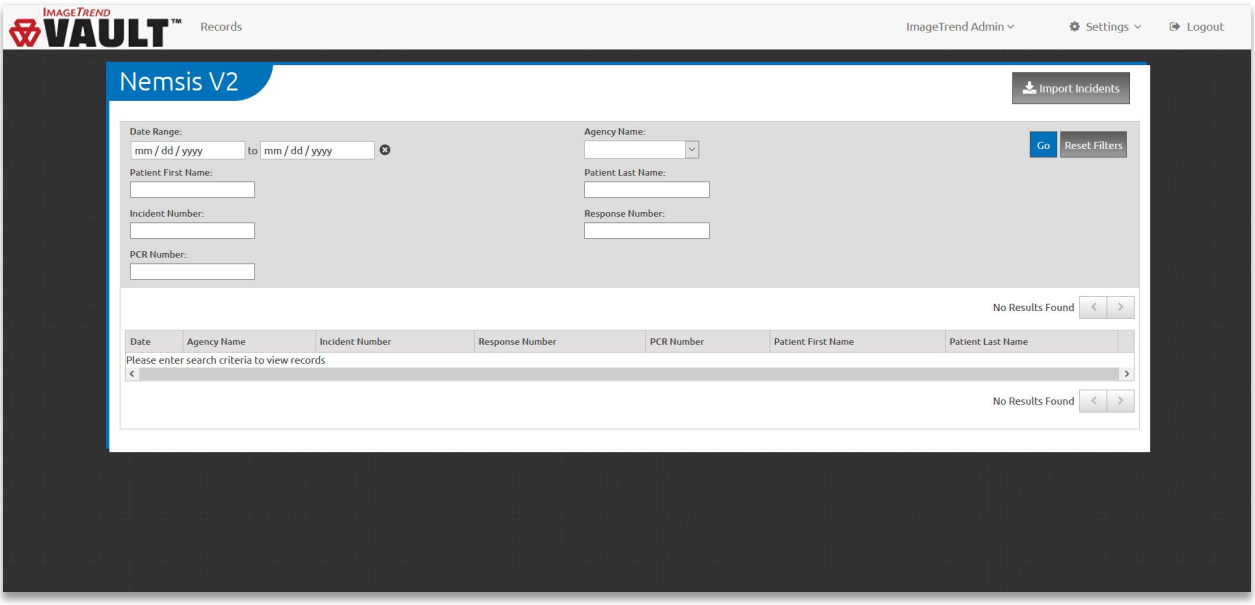


Figure 15. Records list without records.

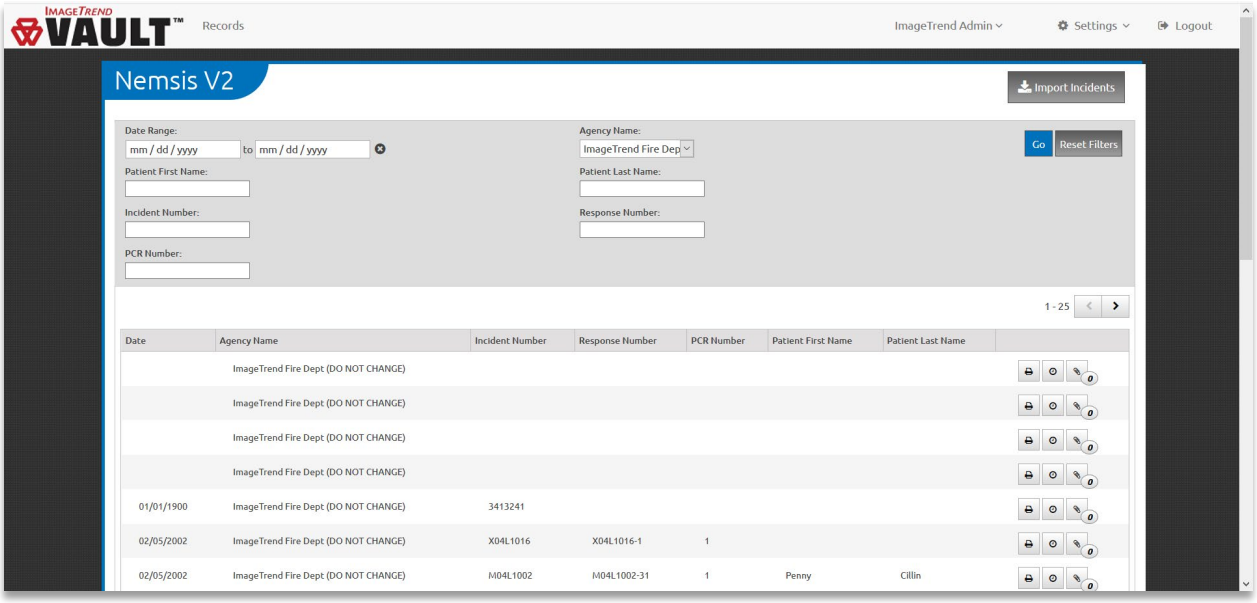


Figure 16. Login screen with records.

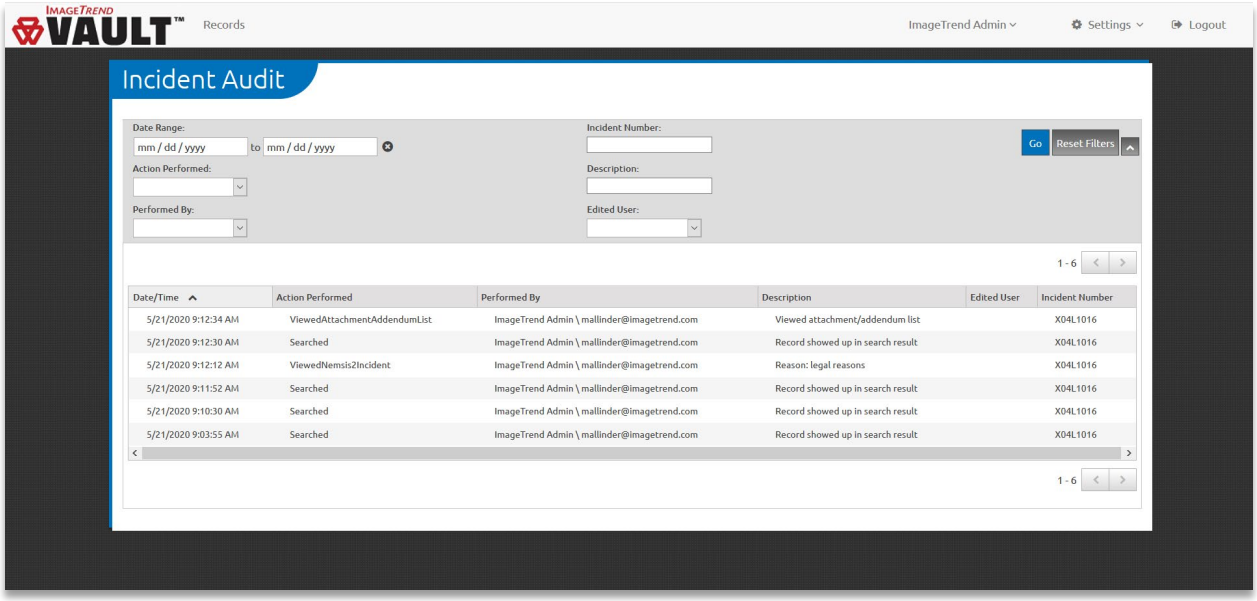


Figure 17. Incident audit page.

CONTINUUM

Harnessing the Power of Data

Continuum delivers the near real-time awareness and actionable insight to make informed decisions, improve patient care and impact operations. Make sure your medical director, chief, providers, data managers, stakeholders and even your community are well informed by making sure the data you collect is used to its fullest. Choose to have your data automatically delivered via text or email alerts, summary reports or dynamic dashboards.

Organized by Topics Important to you

Continuum focuses on multiple datasets such as EMS, fire, registries, dispatch, certifications, hospitals and outcomes. The end result? Easily accessible information that can help you turn your data into wisdom, make efficient informed decisions, impact operations and improve patient care.

Continuum Domains

Continuum Domains consist of topical content and are displayed as dashboards to provide instant visual insight that allows you to be well informed driving your organization to enhance patient care, outcomes and improve operational needs. Each dashboard has filtering capabilities such as timeframe, agency/department, and a variety of other criteria that allows your organization to adjust the Domain to meet your needs.

The mapping feature allows incidents to be displayed as pins or heat maps, with zoom control. Incident data can be displayed with map layers (hospitals, schools, airports, landmarks etc.) and has the ability to accept external data sources of your choosing (response zones/districts, stations, hydrants, etc.).

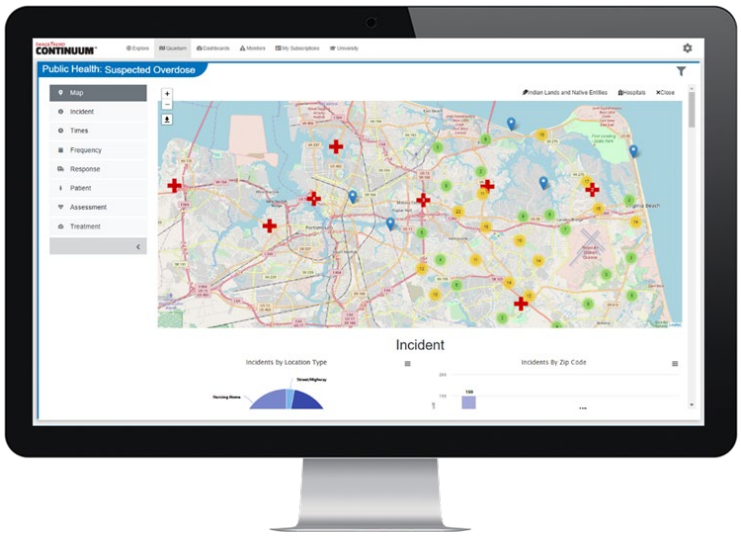


Figure 18. Example incident pin map dashboard: Suspected Overdose.

Continuum Monitors

The Monitors in Continuum analyze and track trends to provide near real time alerts and insight to clinical or operational metrics of your choosing. You can choose from our library of ImageTrend created monitors or create your own. Continuum Monitors are more than just alerts; they provide the ability for user defined notifications. Notifications can be based off a specific event (treatment, procedure, fire incident location etc.) or a threshold. You determine who will receive the alert, the frequency (near real-time or scheduled), what information is displayed in either email or SMS text message and what attachments will be included (graphics, tabular views, links to the incident record).

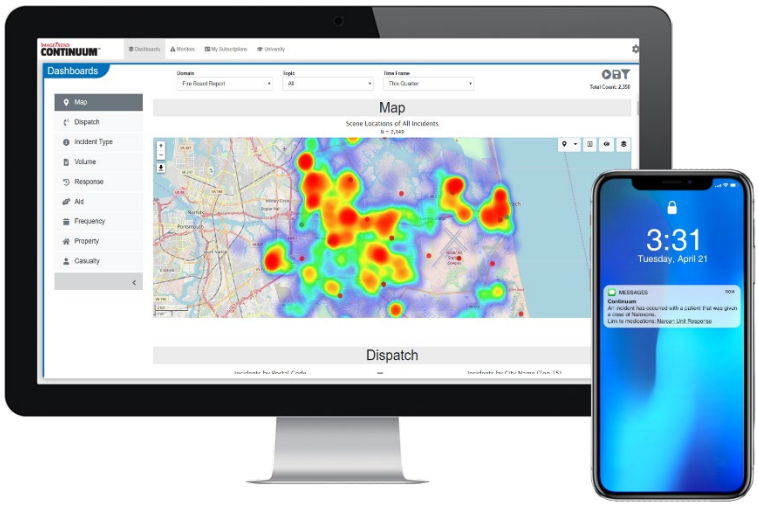


Figure 19. Receive alerts and notifications, view dashboard from a desktop and phone.

Performance Insights

Performance Insights within Continuum is a ground-breaking module that delivers provider and organization level situational awareness through industry trends, clinical and operational metrics, incident specific detail and patient interactions. Simply put, it's a report card, but it offers more value with near real-time insights that allows proactive continuous performance improvement.

Playlists

Continuum exclusively offers you the ability to create playlists featuring charts and/or maps from a variety of different domains to be shared both internally and/or publically for your community. All maps, charts and playlists have the ability to be embedded into an intranet or internet environment that automatically updates at time intervals that you choose.

Optional Services

Custom Continuum dashboards are also available through our Clinical Services Team, including the integration of third party data. Clinical Program Evaluation, research, analysis and interpretation is available with our Clinical Research Services team.

Predefined Analytics

Continuum helps you accomplish more without taking your limited time building reports. It provides both predefined analytics based on established best practices and the ability to tailor to each department's needs. Don't wait anymore for the information you need to make the impact you desire. Enjoy one connected solution with ImageTrend.

SLATE

ImageTrend Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.

Key Features

- ✓ Powerful, flexible scheduling that accommodates different labor group workflows simultaneously in the same system
- ✓ Built-in Artificial Intelligence makes suggestions for schedule modifications to ensure full coverage of properly credentialed crew
- ✓ Multiple schedule types: rotational (aka firefighter schedule), fixed and flex (weekly differential)
- ✓ Unlimited, department-defined workflows
- ✓ Unlimited scheduling transactions time off requests
- ✓ Unlimited Shift Trades
- ✓ Unlimited work requirements and conditions
- ✓ Unlimited seniority lists
- ✓ Unlimited fill rules
- ✓ Divisions/sub-groups of personnel for easier management of employees
- ✓ Advanced certification tracking with notifications
- ✓ Position templates to easily track certifications/licenses and rapid association of new or promoted personnel for a role

Scheduler Module

Starting with a comprehensive scheduler, Slate allows administrators to group personnel into "Divisions" to make it easier to assign specific conditions to those groups. Unlimited divisions can be created, and personnel can work in multiple divisions. There are unique rosters for each division. Specific conditions can be applied to each group including:

- ✓ Fill rules, such as labor group requirements
- ✓ Certifications

- Can be assigned within positions and include driver's license requirements and specific certifications

✓ Positions
- Can be assigned by type, status and division.

✓ Deployment locations
- Stores physical address, location contact, access and parking information, and deployment location notes. This can be displayed in shift details to assist scheduled personnel.

✓ Resource types and templates
- Eliminates redundancy of creating the same type of unit and staffing positions multiple times for each roster

An example Division configuration might include the below divisions in a fire department or EMS agency. However, this is just one example and the number and types of divisions are unlimited and can be added as needed.

✓ Dispatch
✓ IFT (Transfers)
✓ Administrative
✓ Fleet/Maintenance
✓ 911 response

Shift Patterns

Rotational

Often used in fire departments, rotational patterns are typically 3 shift rotations that are not specific to day of month or week. Working shifts are usually 24, 48 or 96 hours but are flexible for other rotations.

Flex

With flex shifts, specific days of the week can be assigned to a pattern – typically a two week pattern, but can vary by employer.

Fixed

Working days are predetermined by day of the week. Hours are assigned within the roster.

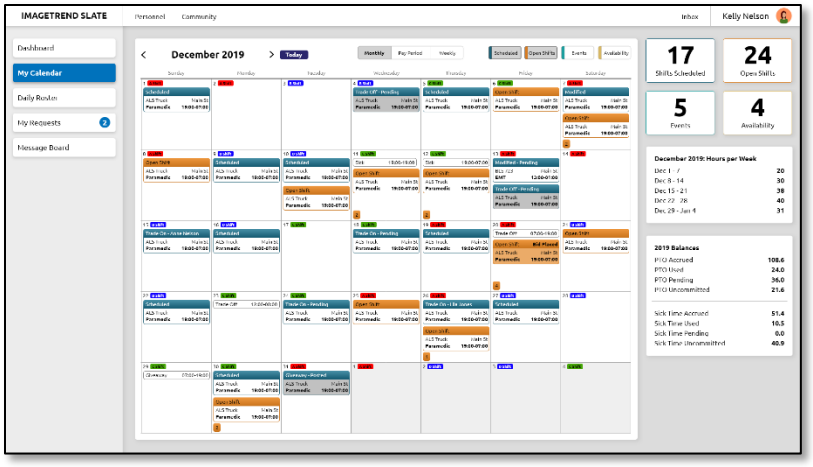


Figure 20. The personnel view of the calendar view within Slate includes color coding and can be filtered.

Integrations

ImageTrend Slate seamlessly integrates with other ImageTrend solutions including:

- ✓ Elite
- ✓ Aware
- ✓ License Management System

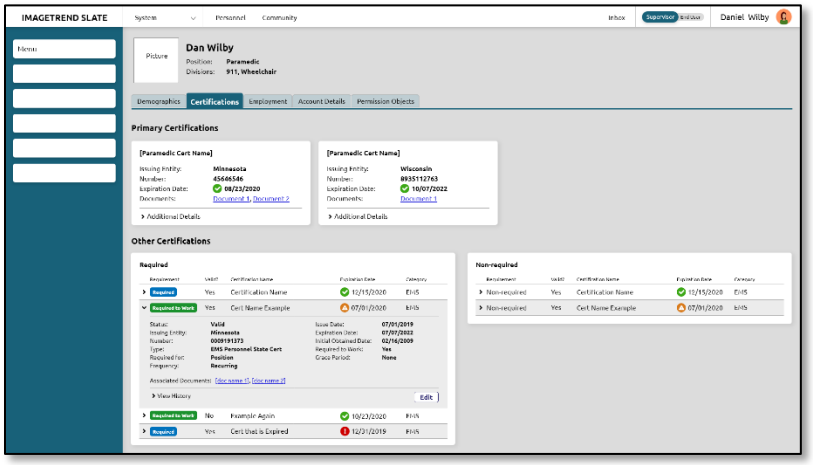


Figure 21. Certification Tracking within Slate.

Resource Templates

Resource templates make short work of which type of personnel are assigned to a resource, such as a vehicle. When building a unit template, a position can be required for a unit to operate, such as an operator or a specialist. A minimum number of positions of various types can be required for a unit as well.

Resource Creator

New units can be created manually or, when integrated with Elite, can be looked up from Elite and synced down to save time. Unit names can be re-labeled in scheduler to something other than the CAD call sign, such as changing “ENG1” in Elite to “Engine #1” in the schedule. Ad hoc units are added to the daily roster so they do not have to be added from the main roster building process.

Roster Builder

Rosters can be grouped (such as a region) and then associated to deployment locations and unit resources. Shifts can then be added to a roster and shift patterns selected. When adding fixed shift times, you can choose 24 hour/military or 12 hour/standard clock and only need to enter the duration of the shift and start time. Shift end time is automatically calculated based on the duration of the shift.

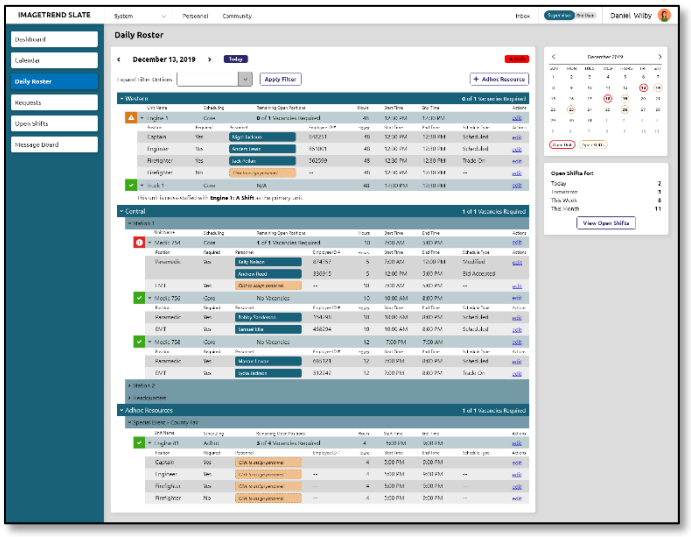


Figure 22. The Daily Roster within Slate.

Manage Roster and Daily Roster

The Manage Roster populates the daily roster and is where full time personnel are assigned to their shifts for the duration of the roster. You can also remove personnel from a shift for long term events such as termination, promotions or leaves of absence. Drag and drop operations make it simple to move around resources and personnel, and built-in logic prevents assignment of ineligible personnel to a vacancy.

The Daily Roster allows you to manage personnel on the short term, including time off and trades. You can also add ad hoc resources for short term use, such as a strike team in emergency response.

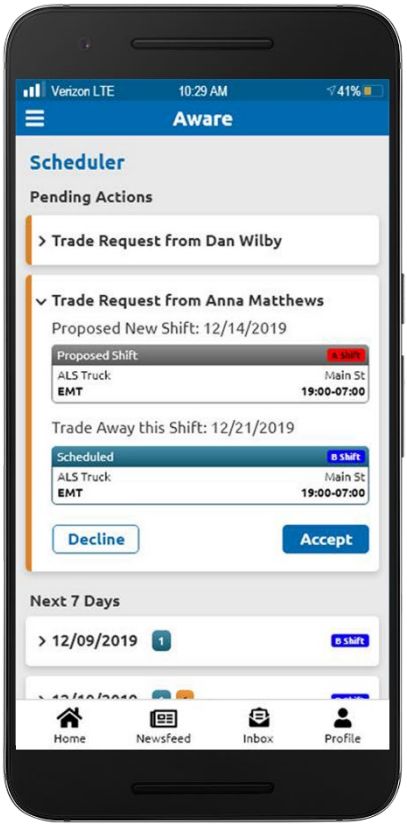


Figure 23. ImageTrend Slate schedule module viewed within Aware.

End users can see calendar view of their schedule. If they are in multiple divisions, this will still appear in one place. The view can be changed for monthly, pay period or weekly view. The daily view will show all open shifts and the end user can add availability for a shift. Clicking on an event will allow the end user to do a trade, giveaway or request time off. With trades, both members of the trade have to complete the trade and approve to ensure confirmation. Administrators can set trades for auto approve if desired.

With ImageTrend Aware, a mobile application that is included with Slate, end users can also manage and view their schedules through their mobile phones.

AWARE

ImageTrend Aware is a free mobile app designed for all ImageTrend users – not just administrators. It brings together vital information specific to the user from the ImageTrend solution(s) they use, allowing the user to always stay abreast of relevant information. For the first time ever, users can access data from all ImageTrend solutions used at organizations they are associated with in one single mobile application.

Aware is not a mobile ePCR solution, but a hub to access the information most relevant and important to the user. Aware is available as a free download from the Apple App Store for iOS devices and from Google Play for Android devices. Access is included with all signed ImageTrend solution contracts.



Figure 24. Example home screen.

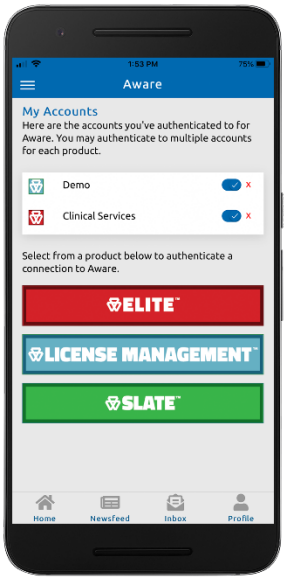


Figure 25. Example of associating user accounts.

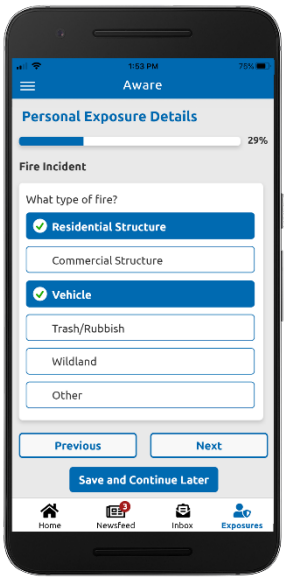


Figure 26. Example of documenting exposures.

Documenting Personal Exposures

Aware gives users the ability to track personal exposures throughout their career, from agency to agency and into retirement, and export exposures regardless of whether or not they use ImageTrend solutions. In the past, documenting personal exposures has been complex, time intensive and not a user-friendly experience. ImageTrend has re-imagined the process to streamline how efficiently this process can be completed.

ImageTrend Solution Integrations

ImageTrend Elite

Users with active ImageTrend Elite accounts can associate their Elite account with Aware once an administrator as turned on access to Aware within Elite. With this association, users can view all active incidents occurring within the communities they serve, including incident details, assigned apparatus or vehicles and their response status, along with turn-by-turn directions to the scene. Users can also receive notifications and manage inbox messages, all within Aware.

Live Time Incidents

Live Time Incidents is a continuously updating list of all the active EMS and fire incidents from providers' agencies for the last 24 hours. Aware pulls incident data from an agency's CAD feed and refreshes every minute for providers to have access to the latest CAD information. Inside each incident are the incident's basic details: time of call, incident number, status, incident location, dispatch reason and responding units and their statuses. A Directions button next to the incident's location uses the phone's native navigation app to display navigation directions to the location.

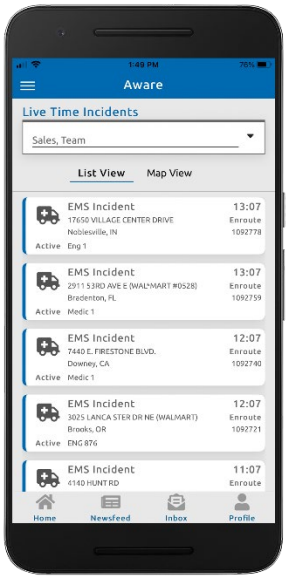


Figure 27. Example live time incident list.

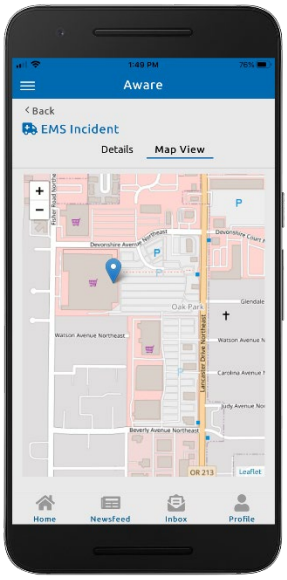


Figure 28. Example turn-by-turn directions.

Newsfeed

Newsfeed shows a user's Elite announcements for them to stay-up-to date on agency information. The Newsfeed also includes ImageTrend specific information, such as release notes and upcoming maintenance, webinars, trainings, etc. Notifications display two icons; the first identifies the notification from the solution, the second is the notification's icon, such as a star or briefcase to indicate what is in the message's content.

Inbox

Inbox displays a read-only version of a user's Inbox messages from Elite. When a user reads a message, a timestamp is added to the sender's message's details, this allows the sender to know a message was read. Like other messages in Elite, new messages display with a bold header and expanded, and if the message is important, the header is red. Inbox in Aware has similar functionality to the Inbox in Elite as messages can be sent to individuals or to an entire permission group. Read messages automatically show as collapsed to make it easy to see the new messages. Unlike Elite, you cannot view all the messages associated to the original sent message. Users can only view the messages sent to them.

CREWCARE™



In addition to our EMS and fire solutions, ImageTrend understands the industry's need to bring awareness and insights into the realm of provider mental health. Based on our conversations with industry leaders and professionals who are identifying concerns regarding anxiety, burnout, depression, PTSD and even suicide - which are ever present in the emergency response and healthcare provider communities - ImageTrend has created CrewCare, a free mobile app for use by all first responders and healthcare providers as a way to give back to your communities.

The application's users are able to anonymously track their individual information regarding stresses in their life, engagement, mood and other associated activities. The goal of the app is to provide knowledge and insight to individuals, organizations and to the industries overall. CrewCare is able to collect aggregated, non-identifiable data to achieve these goals while maintaining anonymity, contributing to industry-wide research and leading to change. Optionally, CrewCare, coupled with our epidemiologist, can work with your organization to understand the data gathered to empower meaningful change.

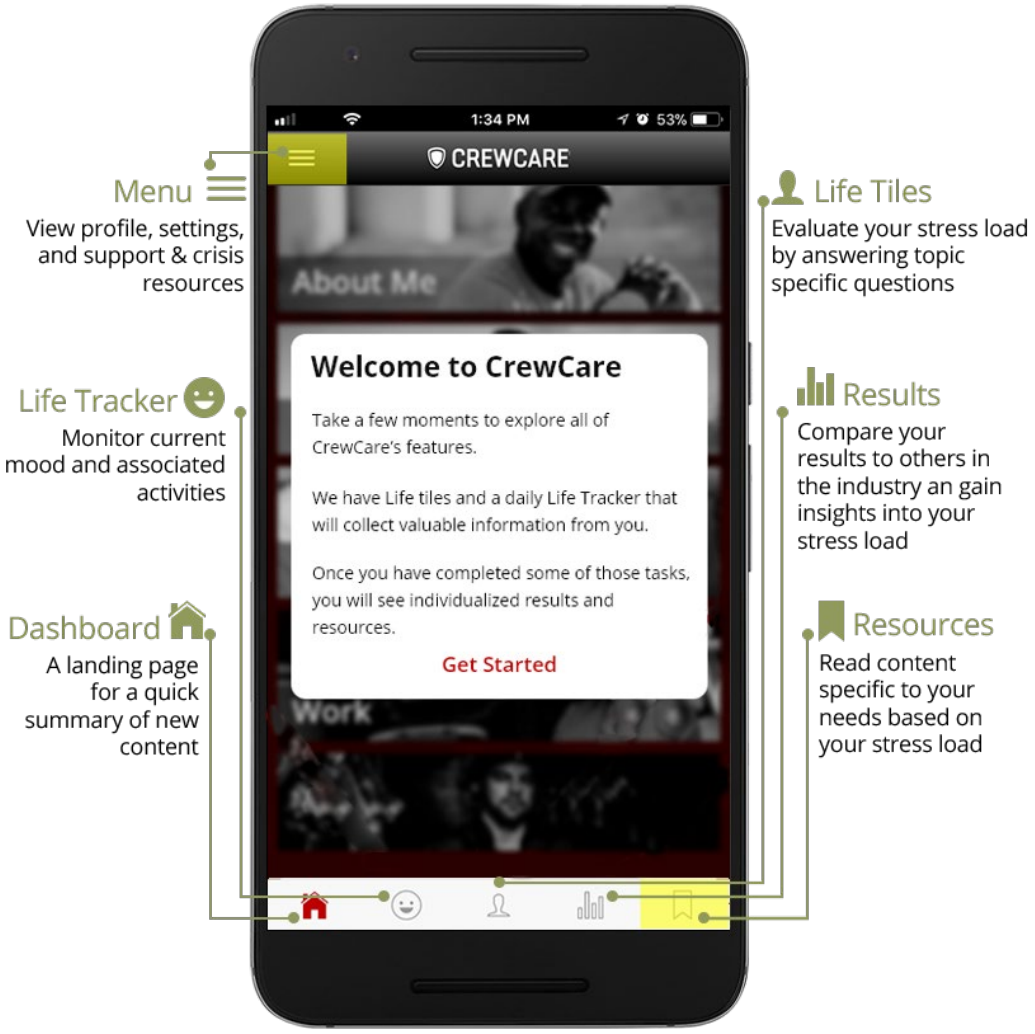


Figure 29. CrewCare functionality.

HOSPITAL HUB

Hospital Hub streamlines communication between EMS providers in the field and medical staff in hospitals. Hospitals can prepare for incoming patients while EMS services receive outcome data. Hospital Hub can be set up to alert the hospital when EMS has entered a new patient that is being transported to their hospital. The alert will show a message on the screen in the hospital with a snapshot of information from EMS and can provide an audible alert. Hospital Hub can be paired with ImageTrend Health Information Hub™ (HIH) to make easy and reliable data sharing between hospitals and EMS a reality.

Key Features

- ✓ Increase hospital readiness with early access to the ePCR for arriving patients
- ✓ Hospitals can view inbound patients from multiple services simultaneously
- ✓ Link ePCR reports from transfers
- ✓ Hospitals can enter outcome data for EMS services

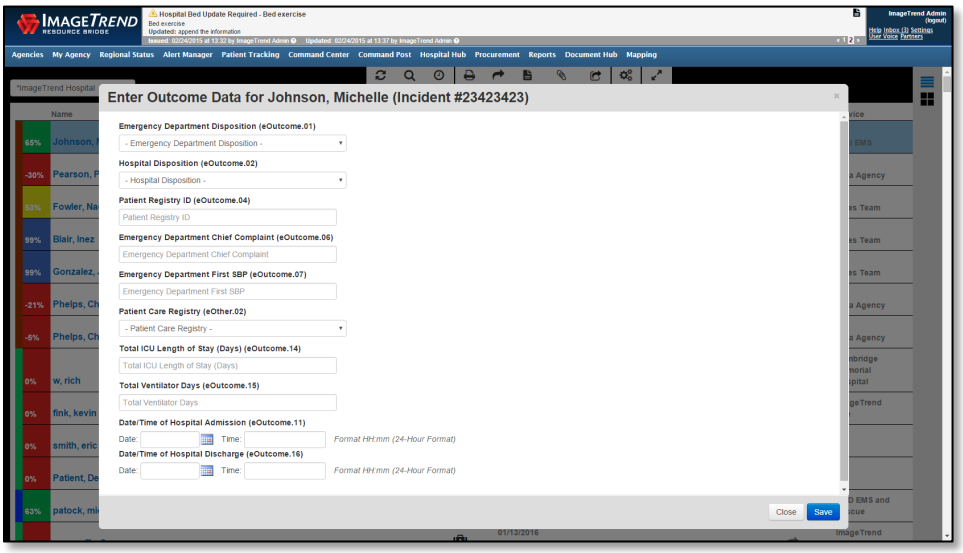


Figure 30. Entering outcome data.

Automated Communication

- ✓ Information recorded in the field automatically communicates to Hospital Hub
- ✓ Hospital Hub displays incoming patient information
- ✓ Displayed information includes condition, assessments, history, procedures and medications
- ✓ Quick display view available for emergency departments
- ✓ Increase the amount of time medical staff will have to respond and provide optimal care

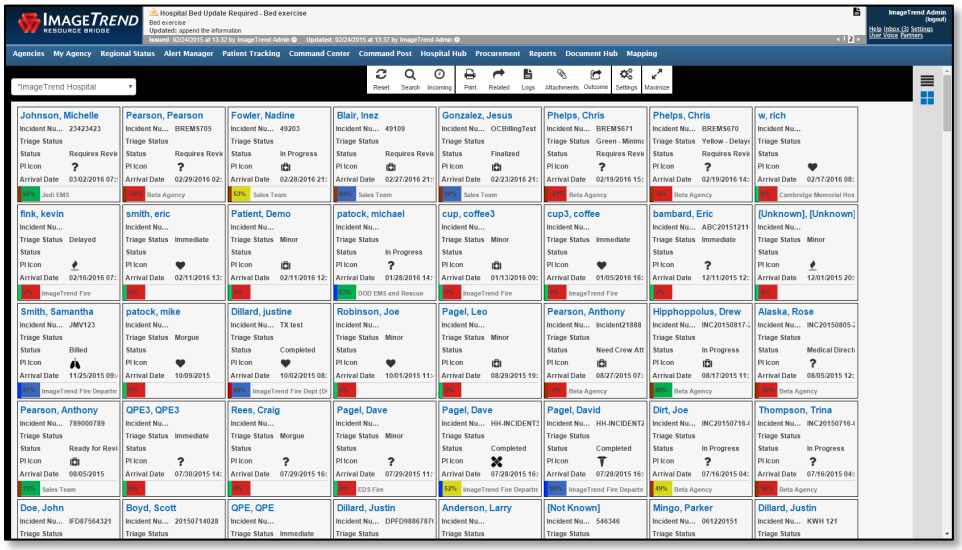


Figure 31. Hospital Hub dashboard.

Easy Data Portability

Hospital Hub is based on centralized data repositories used by many regional and statewide clients to ensure near real-time communications with the highest level of data quality. A complete ePCR is available to attach to patient records in the hospital to save time and reduce work.

Advance Notification

Hospital Hub offers an up-to-the minute electronic arrival board providing a large screen view in the ED, displaying pending arrivals and conditions. This revolutionary technology allows hospital staff to know which patients are en route and allows time to prepare space and treatment. The incoming view can be configured to alert the hospital of new patients en route to their hospital with a popup message and an audible alert. In the case of major trauma or mass casualty incidents, additional doctors and staff can be called in before patients arrive at the hospital.

APPENDIX

1. Appendix B: Campaign Contribution Disclosure Form
2. Service Level Agreement
3. Statement of Work Process
4. Appendix G: Non-Collusion Affidavit
5. Appendix E: Transmittal Letter Form
6. Appendix H: Conflict of Interest Form
7. Additional Terms and Conditions
8. Implementation Schedule

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars ($250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided

without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"**Family member**" means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

"**Pendency of the procurement process**" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective contractor**" means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

"**Representative of a prospective contractor**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any:

Mayor Alan M Webber
Councilor Signe Lindell, Pro-tem
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Carol Romero-Wirth
Councilor Roman Tiger Abeyta
Councilor Christopher Rivera
Councilor Joanne Vigil Coppler
Councilor Jaime Cassutt-Sanchez

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____
_____

Amount(s) of Contribution(s) _____
_____

Nature of Contribution(s) _____
_____

Purpose of Contribution(s) _____
_____

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position) _____

--OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

Signature _____ Date 2/22/2021

Joseph T. Graw, President & COO
Title (Position)

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

SAMPLE

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

SAMPLE

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

SAMPLE

STATEMENT OF WORK CREATION PROCESS

ImageTrend frequently creates Statements of Work (SOWs) for our customers to define custom software development, consulting, training, and implementation work that needs to be performed in support of our customers business needs. The process to create a SOW varies somewhat depending on the customer's needs, but generally they follow a pattern of requirements gathering, deliverable definition, and then cost and schedule estimations. The creation of a custom software development SOW is the most complex, and thus below is an example of this. SOW creation for other types of work would follow a subset of this process.

Custom Software Development SOW

The creation of a custom software development SOW starts with understanding the needs. There are two parts to understanding the needs; one is understanding the business need - the why behind the request. The second part is understanding where the current functionality falls short of satisfying the why. This is the most critical step in the process as both sides need to agree on what the expectations are for fulfilling the business need.

Once we understand how to satisfy the business need, then we document what the solution will be. This may involve developing draft screen layouts and logic flowcharts. As part of this documentation we may create draft "user stories", a standard method of communicating the requirements in the Agile software development methodology. The user stories provide the details of what is expected of the code that will be developed. Included with the user stories, we may also, in conjunction with the customer, develop test cases that will be used to verify that the code was written correctly.

Once the requirements are fully understood, we the look to our development teams to provide an estimate on how long the work will take to complete. This estimate includes time to fully detail out the user stories, screen designs, and testing requirements. It also includes the estimated time to write the code, test the code and ultimately deploy the code to the system. In parallel to the actual coding of the solution, we also create documentation and train our support staff as appropriate.

Once the code is tested and deployed, we provide training to the customer as necessary and work with the customer to confirm that the solution fulfills the business needs.

APPENDIX G

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

Complete, Sign and Return with your proposal.

RFP #21/26/P

I hereby affirm that: I am the President & COO (insert title) and the duly authorized representative of ImageTrend, Inc. (insert organization's name) whose address is 20855 Kensington Blvd, Lakeville, MN 55044. And, that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I affirm:

1. I am fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

2. Such proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any Offeror, firm or person to submit a collusive or sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Offeror, firm or person to fix the price or prices in the attached proposal or of any other Offeror, or to fix any overhead, profit or cost element of the proposal or the offer price of any other Offeror, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of City of Santa Fe, New Mexico or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Offeror or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Signature _____

Printed Name Joseph T. Graw

Title President & COO

Date 2/22/2021

APPENDIX E
Letter of Transmittal Form

ITEMS #1 to #4 EACH MUST BE COMPLETED IN FULL (pursuant to Section II.C.30). FAILURE TO RESPOND TO ALL FOUR (4) ITEMS WILL RESULT IN THE DISQUALIFICATION OF OFFEROR'S PROPOSAL! DO NOT LEAVE ANY ITEM BLANK! (N/A, None, Does not apply, etc. are acceptable responses.)

RFP#: 21/26/P

1. **Identify the following information for the submitting organization**:

Offeror Name	ImageTrend, Inc.
Mailing Address	20855 Kensington Blvd, Lakeville, MN 55044
Telephone	952-469-1589
FED ID#	41-1903871
NM CRS#	n/a

2. **Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror**:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name	Joseph T. Graw	Jenny Shea	Sherri Leflay
Title	President & COO	Contract Specialist	Contracts and Proposals Manager
E-mail	contracts@imagetrend.com	contracts@imagetrend.com	contracts@imagetrend.com
Telephone	952-469-1589	952-469-1589	952-469-1589

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

3. **Use of subcontractors** (Select one):
__X__ No subcontractors will be used in the performance of any resultant contract, OR
____ The following subcontractors will be used in the performance of any resultant contract:

_____
(Attach extra sheets, as needed)

4. **Describe any relationship with any entity (such as the City of Santa Fe, State Agency, reseller, etc. that is not a subcontractor(s) listed in #3 above), if any, which will be used in the performance of any resultant contract.**
(N/A, None, Does not apply, etc. are acceptable responses to this item.)
N/A
(Attach extra sheets, as needed)

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

_____ February 22 , 20 21
Authorized Signature and Date (*Must be signed by the individual identified in item #2.A, above.*)

APPENDIX H

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT FOR CONSULTING FIRMS

Complete, sign and return with your proposal.

The City of Santa Fe policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City contracts and Purchase Orders.

The Offeror shall comply with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978 and include a full disclosure of all potential organization conflicts of interest in the Proposal.

In addition to the Firm, each key personnel shall also complete the Conflict of Interest Form below certifying that the entity has read and understands the City's policy regarding conflict of interest and the CFR. Each key personnel must also certify that there is no conflict of interest with the Project. If there is a conflict with the Project, then the Firm and known key personnel needs to describe the conflict.

The Firm agrees that, if after award, an organizational conflict of interest is discovered, the Firm makes an immediate and full written disclosure to the City that includes a description of the action that the Firm has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the City may, at its discretion, cancel the contract for the Project. If the Firm was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to the City, the City may terminate the contract for default.

The City may disqualify an Offeror if any of its key personnel belong to more than one Submitter organization/firm.

I, Joseph T. Graw certify that I/We have no personal or financial interests and no present employment or activity which would be incompatible with this firm's participation in any activity related to the RFP or execution of the awarded Comprehensive and Integrated Software Platform. For the duration of this firm's involvement in the Comprehensive and Integrated Software Platform contract, this firm agrees not to accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is bidding and/or proposing, or associated with a bidder and/or Offeror on the Comprehensive and Integrated Software Platform contract.

I certify that this firm will keep all Comprehensive and Integrated Software Platform contract information confidential and secure. This organization will not copy, give or otherwise disclose such information to any other person unless the City of Santa Fe has on

file a confidentiality agreement signed by the other person, and the disclosure is authorized and necessary to the Comprehensive and Integrated Software Platform contract. I understand that if this firm leaves this Comprehensive and Integrated Software Platform contract before it ends, this firm must still keep all contract information confidential. I agree to follow any instructions provided by the City relating to the confidentiality of the contract information. I fully understand that any unauthorized disclosure made by this firm may be a basis for civil or criminal penalties. I agree to advise the City's Procurement Officer, at 505-955-6432 immediately in the event that I or another person within this organization either learn or have reason to believe that any person who has access to the contract confidential information has or intends to disclose that information in violation of this agreement.

This statement must be fully completed and signed by an authorized representative.

Company Name:
ImageTrend, Inc.

Authorized Representative/Title:
Joseph T. Graw, President & COO

Phone Number:
952-469-1589

Fax Number:
952-985-5671

E-mail Address:
proposals@imagetrend.com

Signature:

Date:
2/22/2021

The above information is subject to verification by the City of Santa Fe. If the City finds a misrepresentation, the bid may be automatically disqualified from the procurement process or the contract may be canceled.

OFFEROR'S TERMS AND CONDITIONS

PERFORMANCE OF SERVICES

ACCEPTANCE OF SERVICES AND DELIVERABLES. ImageTrend shall deliver completed Deliverables and services to Client for acceptance. Each Work Order must detail the acceptance criteria for each Deliverable or service contained within that Work Order. If a Deliverable or services acceptance criteria is measurable objectively, it shall be complete upon satisfaction of that objective measurement without regard to either party's satisfaction with the Deliverable. If 1) a Deliverable's acceptance criteria is based on Client's satisfaction with the Deliverable, or 2) no acceptance criteria is detailed, then the following default clause shall apply:

After delivery of the Deliverable or performance of the service, Client shall have no more than 15 days to: 1) accept the deliverable or service, or 2) reject the deliverable or service by providing a written rejection that reasonably sets forth the reason for the rejection and the changes required to gain Client's acceptance, or 3) provide a written request for a 15 additional day extension to review the Deliverable or service; ImageTrend shall not unreasonably withhold approval of such 15 day extension. If Client does not provide an acceptance within the above time frame inclusive of extensions, the Deliverable or service will be deemed accepted. After delivery of the fourth revision of the service or Deliverable, the service or Deliverable shall be deemed accepted by Client.

FEES AND PAYMENT TERMS

TRAVEL COSTS. Should Client desire ImageTrend to send personnel to a location of Client's choosing in the continental United States, Client may pay $1,750 per ImageTrend trainer per trip and a further $1,400 per trainer per day spent at Client's chosen location. Travel outside of the continental US will be quoted by ImageTrend upon request. Travel may only be scheduled for a maximum of one business week of Monday through Friday per trip; however Client may book consecutive trips. Non-local travel scheduling which runs from one business week into a subsequent business week(s) (e.g. start date on Friday at 8:00am, end date Wednesday at 5:00pm, "Overlapped Weekend") will result in ImageTrend invoicing Client an additional trip for each Overlapped Weekend. ImageTrend staff will work 8 hours each day, except on the first and last day of each trip ImageTrend may reserve up to 2 hours of the Business Day for travel time.

TIME AND MATERIALS RATE. Unless otherwise specified in a Work Order, ImageTrend's Time and Materials rate is $175.00 per hour.

PRICE ESCALATION. ImageTrend reserves the right to escalate the prices contained herein, and any recurring fee, by no more than 3% of the then current price for each anniversary of the Effective Date. ImageTrend further reserves the right to escalate travel prices once per year upon written notice to Client. Such travel price increases will only affect future travel prices and will not change the price or amount due to ImageTrend for previously rendered travel.

DATA AND INTELLECTUAL PROPERTY

CLIENT DATA. All Client data provided to ImageTrend remains at all times the property of the Client unless otherwise specified by a Work Order. ImageTrend will not to use or make available any personally identifiable information or patient health information other than for performing the services outlined in a Work Order, and for use in an aggregated manner to monitor, operate, train artificial intelligence, and conduct statistical analyses relevant to the application's proper functioning, maintenance, optimization, or improvement. ImageTrend will not in any way transfer to any third party any Confidential Information of Client.

DE-IDENTIFICATION. ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). The § 164.514(2)(i) data elements are reproduced below at Attachment A. ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP. All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under Work Orders and in accordance with the license selected below at Exhibit A, conditioned upon full payment of the Work Order from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of a Work Order. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing a Work Order shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Work Order. In the case of ImageTrend Software products licensed per Exhibit A below, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Work Order. A Work Order may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in the Work Order, the terms of this Agreement shall control. Any right not hereby granted is reserved.

WARRANTIES

NO CONFLICTS OF INTEREST. ImageTrend does not have any express or implied obligation to a third party which in any way conflicts with any of ImageTrend's obligations under this Agreement.

SERVICES. All services and will be provided in a professional and workmanlike manner in accordance with applicable industry standards and will comply with all applicable laws. All Deliverables will substantially conform to the agreed-upon specifications set forth in the applicable Work Order or as otherwise set forth in this Agreement.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT ABOVE, THE SERVICES IMAGETREND PROVIDES TO CLIENT ARE PROVIDED WITHOUT ADDITIONAL WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS, OR STATEMENTS MADE PRIOR TO THIS AGREEMENT. IMAGETREND HEREBY EXPRESSLY DISCLAIM, AND CLIENT HEREBY WAIVES, ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE CLIENT'S SOLE AND EXCLUSIVE REMEDIES.

DISPUTE RESOLUTION

DUTY TO NEGOTIATE IN GOOD FAITH PRIOR TO FORMAL DISPUTES.
The parties shall attempt in good faith to resolve any dispute arising out of or relating to this agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this agreement. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within 30 days after delivery of the notice, the executives of both parties shall meet at a mutually acceptable time and place, or by teleconference.

All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.

TERMINATION

Contractor Opportunity to Cure. City shall provide to Contractor in writing any material breaches of this Agreement. Contractor shall have thirty (30) days to cure any such breach.

SOFTWARE LICENSING TERMS ATTACHMENT

To the degree any Work Order involves licensing ImageTrend Software, the following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement or Work Order hereto as provided in Section 1 below.

SECTION 1. GRANT OF LICENSE TO SOFTWARE.

Each Work Order for the sale of Software Licenses shall outline which of the below licenses are being granted by the Work Order. The license selection will be evidenced by the title of each SKU in the Work Order, e.g. "Elite EMS SaaS" shall be licensed under the Software as a Service License below. If the license is not apparent by the name of the SKU, then the license shall default to Software as a Service. ImageTrend may discontinue or replace a license in this table by providing Client reasonable written notice of the change. Replacing this table shall not have the effect of revoking previously agreed licenses, rather, ImageTrend's right to replace this table shall apply to only future Work Orders.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Work Order for such time as listed in said Work Order. During the term of the Work Order, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software

	and/or Licensed Information or copies thereof except as provided in this Agreement.
ImageTrend Hosted License ("License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.
Client Hosted License ("On Premise License")	ImageTrend will grant Client a non-exclusive, non-transferable, perpetual use license without rights of resale or sublicensing, to the ImageTrend Software product(s) listed in the Work Order. Client shall have access to the Software, which will be installed on servers at the Client hosting facility and subject to the attached Service Level Agreement. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement. Initial set up will require direct access to Client servers by ImageTrend personnel. However, after the installation is complete, management of non- ImageTrend software, operating systems, ancillary systems and the responsibility for keeping non- ImageTrend software updated will be the sole responsibility of Client. ImageTrend disclaims any and all liability arising out of out-of-date or otherwise insufficiently maintained non- ImageTrend software or hosting environment. ImageTrend has no duty to maintain the Client's hosted environment's cybersecurity. Client agrees to ensure that ImageTrend will have sufficient server access to fulfill ImageTrend's duties hereunder. Maintenance of Client Hardware, physical environment, storage, processing, patching, operating system maintenance, network device maintenance, Client 3rd party licenses (as outlined below), or any other task which is required to maintain the Client application hosting environment and is not directly arising out of a requirement of or defect to the ImageTrend application(s) are the sole responsibility of Client. It will not be ImageTrend's responsibility to maintain or resolve problems with Client's hosted environment. ImageTrend's sole responsibility shall be to provide application support for ImageTrend developed applications. Tasks which are ultimately discovered to be maintenance of the Client Hosting environment may be charged to Client at ImageTrend's out-of-scope rate of $175.00.

SECTION 2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

SECTION 3. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE.

In accordance with the terms and conditions hereof, ImageTrend hereby grants the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools, unless an "Elite Data Mart License" is included and detailed in a Work Order. Absent that license, this Agreement does not give the Customer the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is only available via the aforementioned separately-priced product and service offering from ImageTrend.

SECTION 4. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in each Work Order. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

INSTRUCTIONS. ImageTrend will provide installation instructions and assistance for installation of the Software on the Servers appropriate to the License selection in the Work Order per the table above at (e.g. Client Hosted on premise license) as detailed in Service Level Attachment, below.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, below.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

SECTION 5. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

SECTION 6. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

SECTION 7. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a

copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

SECTION 8. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

If this Agreement is for the licensing of ImageTrend Elite EMS, the following scope of usage and Authorized User definitions apply.

Organization Type	Organization Definition	Authorized User Definition
Private Agency	Client responds to emergency medical incidents for-profit or not-for-profit and the Client is not a Governmental Entity.	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Public Agency, County, Region, or City for its own employed EMS workers ("Public Agency")	Client responds to emergency medical incidents and transports patients therefrom and is a Governmental Entity	All employees & contractors of Client who respond to emergency medical incidents in the regular scope of their employment
Hospital or Health Network	Client is a 1) hospital, 2) health network, 3) or other medical institution that provides care which does not involve responding to emergency medical incidents and transporting patients therefrom as a primary service of the organization; and Client is recognized and licensed as such by the Client's governing State	All employees & contractors of Client who respond to emergency medical incidents in their regular scope of employment at or from the named Hospital brick-and-mortar locations. If the specific brick-and-mortar location(s) is not named in a Work Order, then it shall be interpreted as the brick-and-mortar location from which the Client primary contact, Faith Applewhite or their successor, conducts their job duties most frequently.

State, County, Region, City for its constituents	Client is a Governmental Entity with authority or an official mandate to improve, facilitate, organize, surveil, investigate, report, collect reports of, or otherwise govern public health matters; or another entity acting under a grant or contract of and for equivalent authority	Licensed individuals within Client's legal or governing jurisdiction and geographic boundary, who to respond to emergency medical incidents in the regular scope of their employment, and not individuals whose primary job duty involves law enforcement.
Group Purchase (Multi-Agency)	Client(s) are a plurality of Private Agencies and/or Public Agencies	All employees & contractors of each named organization, who respond to emergency medical incidents
Financing Party (e.g. billing company) on behalf of Agency/City/County third party beneficiary	Client is an entity which does not respond to emergency medical incidents or provide for the care or transportation of patients; rather Client is an entity who procures or pays for a third party beneficiary who is a Private or Public Agency.	All employees & contractors of third party beneficiary Public or Private Agency, who respond to emergency medical incidents in the regular scope of their employment.

IMAGETREND COMMUNITY HEALTH TERMS OF USE

ImageTrend reserves the right to audit the Annual Number of Active Enrolled Patients on a yearly basis and increase prices according to the table below.

Pricing above is based on:

Annual Active Enrolled Patients

Active Enrolled Patient volume may be audited each year. ImageTrend may use this resulting figure to increase cost on future invoices per the table below.

Annual Support and Hosting Pricing to increase as Active Enrolled Patients Increases as follows:

Annual # of Enrolled Patients		
Min	Max	Annual Fee
-	49	$ 4,500.00
50	99	$ 7,500.00
100	199	$11,500.00
200	299	$14,500.00
300	399	$17,500.00
400	499	$20,500.00
500	+	$23,500.00

SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. Customer Support

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. Data Ownership

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. Data Protection

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. Suspension of Service

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. Availability

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.9% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their vendors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party vendors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite.

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, Client is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit at 1(a)(ii) below, and such license shall expire simultaneously with this Agreement.

TERM

- Notwithstanding anything in the Agreement to the contrary, the Term of the license to ImageTrend Vault shall be one (1) year from the date of mutual execution by the last signature to this Agreement ("Initial Term"). Upon expiration of a Term, the Term shall automatically renew under the same terms and conditions for additional subsequent one year term ("Renewal Term"), unless terminated under the terms of this Agreement or by otherwise giving the other party no less than 30 days of written notice prior to the last day of the then-current Term.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

    i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend vendors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1

available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the Client and/or Client Vendor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from Client's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. Client shall have the option to contract ImageTrend to undertake this work via a separate Statement of Work.

2. ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

Task	Start Date	End Date	Duration	Dependencies	Resource Group
Initiation					
ImageTrend provides Client with the Sales Contract			1 day		ImageTrend
ImageTrend Contract is signed by Client			1 day	Sales Contract Provided to Client	Client
Elite Order Assignment (Ticket Number)			1 day	Contract returned	ImageTrend
Project Kick-off Meeting	3/1/2021	3/1/2021	1 day	Contract returned	Client/ImageTrend
Define Project Team			1 day	Contract returned	Client/ImageTrend
Define timeline			1 day	Contract returned	Client/ImageTrend
System Configuration					
Elite Site Initial setup (Ticket Number)	3/1/2021	3/12/2021	10 days	Contact being returned	ImageTrend
Create Client Team user accounts	3/1/2021	3/5/2021	5 days	Site Creation	ImageTrend
Turn on Elite modules	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import State Schematron	3/11/2021	3/11/2021	1 day	Site Creation	ImageTrend
Import Form Templates (Fire Runform, EMS Runform, Community Health Runform)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Import Location, Occupant and Inspection Runforms (as needed/desired)	3/8/2021	3/12/2021	5 days	Site Creation	ImageTrend
Site URLs, login credentials provided to client	3/12/2021	3/12/2021	1 day	Site creation, initial build out	ImageTrend
ImageTrend to Provide and Educate on Workbooks (Users, Vehicles, Zones, Locations, Occupants, Zones/Districts)	3/16/2021	3/30/2021	10 days	Kick Off Call	ImageTrend
Client returns completed workbooks	TBD	TBD	CLIENT	Workbooks Provided	Client
ImageTrend to import workbooks	3/16/2021	3/23/2021	5 days	Completed workbooks returned	ImageTrend
Integrations					
Auto Export to NEMSIS v3 Webservice (Ticket Number)	3/15/2021	7/2/2021	15 days	Contract Received	ImageTrend
Export Kickoff, if necessary	3/15/2021	3/15/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	TBD	TBD	CLIENT/5 days	Contract Received	Client
Client provides connection information	TBD	TBD	CLIENT	Contract Received	Client
ImageTrend configures integration	3/22/2021	3/26/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	TBD	TBD	CLIENT	Integration Activation	Client
CAD Integration (Ticket Number)	3/1/2021	5/7/2021	50 days	Contract Received	ImageTrend
CAD/Telestaff Kickoff, if necessary	3/1/2021	3/1/2021	1 day	Contract Received	Client/ImageTrend
ImageTrend supplies Client with a rough draft workbook, if available	3/1/2021	3/5/2021	5 days	Contract Received	ImageTrend
Client submits final workbook	TBD	TBD	CLIENT	Client received CAD workbook from ImageTrend	Client
ImageTrend Development complete	3/5/2021	4/30/2021	8 weeks	CAD Workbook received	ImageTrend
ImageTrend Send instructions to Client	5/4/2021	5/4/2021	1 day	CAD Workbook received	ImageTrend
Client Tests and Confirms accuracy of data mapping	TBD	TBD	CLIENT	CAD Deployed by ImageTrend	Client
Kno2 Integration (Ticket Number) *if purchased	3/12/2021	3/31/2021	13 days	Contract Received	ImageTrend
Kno2 Kickoff, if necessary	3/12/2021	3/12/2021	1 hour	Contract Received	Client/ImageTrend
Client provides integration account credentials	3/15/2021	3/17/2021	Client/3 days	Contract Received	Client
Client provides connection information (key and start date)	3/15/2021	3/17/2021	CLIENT/3 days	Contract Received	Client
ImageTrend configures integration	3/17/2021	3/24/2021	5 days	Credentials Received	ImageTrend
ImageTrend Send instructions to Client	3/25/2021	3/25/2021	1 day	Integration Configured	ImageTrend
ImageTrend Enables Integration	3/26/2021	3/26/2021	1 day	Integration Configured	ImageTrend
Client Tests and Confirms Integration, provides feedback	3/29/2021	4/2/2021	CLIENT/5 days	Integration Activation	Client
Continuum					
Continuum Site Setup (Ticket Number)	3/12/2021	3/26/2021	10 days	Contract Returned	ImageTrend
Site Initialization/Creation (EMS and Fire Content)	3/15/2021	3/19/2021	5 days	Contract Returned	ImageTrend
Initial Site Preparations - Elite	3/15/2021	3/17/2021	3 days	Site available	ImageTrend
Enable Continuum Monitor on Elite site	3/15/2021	3/15/2021	1 day	Site available	ImageTrend
Enable Continuum Permission Objects for System Administrator Permission Group	3/16/2021	3/16/2021	1 day	Site available	ImageTrend
Test Continuum Link from Elite	3/17/2021	3/17/2021	1 day	Site available	ImageTrend
Initial Site Preparations - Continuum	3/18/2021	3/19/2021	2 days	Site available	ImageTrend
Enable Continuum Permission Objects	3/18/2021	3/18/2021	1 day	Site available	ImageTrend
Verify data is displayed on Continuum Dashboard	3/19/2021	3/19/2021	1 day	Site available	ImageTrend
Provide Continuum URLs to Client	3/19/2021	3/19/2021	1 day	Site Preparations complete	ImageTrend
Continuum Education (1 Sessions)	**TBD**	**TBD**	1 hour	Site Preparations complete	ImageTrend
Schedule Continuum Education Webinar	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Discuss Continuum agenda	**TBD**	**TBD**	1 hour	URLs sent to client	Client/ImageTrend
Conduct Continuum Education Session	**TBD**	**TBD**	1 hour	Continuum agenda discussed	Client/ImageTrend
Continuum Site Preparation - Client Tasks	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Site Preparation for Use	**TBD**	**TBD**	Client	URLs sent to client	Client
Permissions	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review and update Continuum Permissions for Permission Groups	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Monitors	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Review Deploy Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Create Additional Monitors, subscribe self and other Continuum Users	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Playlists	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Create Playlists from Dashboards	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Publish Playlists as desired (Municipal website, Social Media sites, etc)	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Map Layers	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Identify/Deploy additional Map Layer Needs	**TBD**	**TBD**	Client	Continuum Education Session Complete	Client
Slate					
Slate/Scheduler Site Initial setup (Ticket Number)	3/15/2021	3/19/2021	5 days	Contact being returned	ImageTrend
Associate and Import Elite Resources (Users, Resources)	3/15/2021	3/15/2021	1 hour	Contact being returned	ImageTrend
ImageTrend to Provide connection information and user credentials	3/15/2021	3/15/2021	1 hour	Site Creation	ImageTrend
ImageTrend to Educate on wizard based implementation services	3/15/2021	3/15/2021	1 hour	Site Creation	Client/ImageTrend
Plan Education Webinar sessions	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Discuss Education Webinar Agenda	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Conduct Education Webinar	**TBD**	**TBD**	X hours	Webinar session(s) purchased	Client/ImageTrend
Agency representative trains Hospital Hub users	**TBD**	**TBD**	Client	Education Session complete	Client
Elite Training (X days/X trips)					
Plan Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Trip X of Y days	**TBD**	**TBD**	X of Y days	Trip Planning Completed	Client/ImageTrend
Plan Webinar 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Discuss training agenda - Trip 1	**TBD**	**TBD**	1 hour	Contract Received	Client/ImageTrend
Webinar X of Y hours	**TBD**	**TBD**	X of Y hours	Webinar Planning Completed	Client/ImageTrend
Convert any unused onsite days to webinar sessions (if necessary)	**TBD**	**TBD**	1 day	On-site visit(s) complete	ImageTrend
Site Walkthroughs (System Admin Training)					
Walkthrough week 1 - System Navigation, Agency Tree, Users, Resources	3/16/2021	3/16/2021	1 hour	Kick off Introductory call complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 2 - Review Users/Resources that were entered, Dataset Manager	3/23/2021	3/23/2021	1 hour	Walkthrough 1 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 3 - Elite Field, Form Manager, Preset Values	3/30/2021	3/30/2021	1 hour	Walkthrough 2 Complete	Client/ImageTrend
Client performs actions taught in walkthrough (Enter test runs, review them after they are posted or saved on Elite Web)					Client
Walkthrough week 4 - Supplemental Questions, Worksheets (Patient Worksheets), Signatures	4/6/2021	4/6/2021	1 hour	Walkthrough 3 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 5 - Open Q&A, Review SQ's, Review Signatures, Community Health Programs, Patients, Encounters	4/13/2021	4/13/2021	1 hour	Walkthrough 4 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 6 - Validation, Visibility, PowerTools	4/20/2021	4/20/2021	1 hour	Walkthrough 5 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 7 - Adding in Fire Workflow, Situation Tools, Permission Group Shells	4/27/2021	4/27/2021	1 hour	Walkthrough 6 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 8 - Incident List, Custom Views, Field Incident Cloud	5/4/2021	5/4/2021	1 hour	Walkthrough 7 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 9 - Incident Management: Incident Status, Finish Incident Settings, Locking Workflow	5/11/2021	5/11/2021	1 hour	Walkthrough 8 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 10 - Configuration, Elite Field Configuration	5/18/2021	5/18/2021	1 hour	Walkthrough 9 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 11 - Permission Objects	5/25/2021	5/25/2021	1 hour	Walkthrough 10 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 12 - State Export Testing	6/1/2021	6/1/2021	1 hour	Walkthrough 11 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 13 - Q&A Export Testing, CQI	6/8/2021	6/8/2021	1 hour	Walkthrough 12 Complete	Client/ImageTrend

Client performs actions taught in walkthrough					Client
Walkthrough week 14 - Report Writer/Visual Informatics/MARs	6/15/2021	6/15/2021	1 hour	Walkthrough 13 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 15 - Location/Occupants/Inspections/Mobile Inspections Q&A	6/22/2021	6/22/2021	1 hour	Implementation Webinar complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 16 - Community Health Q&A	6/29/2021	6/29/2021	1 hour	Walkthrough 14 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
Walkthrough week 17 - General Q & A, Go Live Preparations	7/6/2021	7/6/2021	1 hour	Walkthrough 16 Complete	Client/ImageTrend
Client performs actions taught in walkthrough					Client
User Acceptance Testing					
UAT Testing	6/28/2021	7/30/2021	30 days/or TBD	Site configuration complete	ImageTrend
UAT Kick-off, if necessary	6/28/2021	6/28/2021	1 day	Site configuration complete	Client/ImageTrend
Build Test Cases	6/29/2021	7/2/2021	4 days	Site configuration complete	Client/ImageTrend
Client Test Execution, provide ongoing feedback	7/5/2021	7/30/2021	20 days	Site configuration complete	Client
UAT Testing DeBrief	7/30/2021	7/30/2021	1 day	UAT Testing Complete	Client/ImageTrend
State Submission					
State Submission Testing	6/1/2021	6/15/2021	10 days	Site Build Complete	Client/ImageTrend
Apply State Schematron	3/11/2021	3/11/2021	1 day	Site Build Complete	Client/ImageTrend
Request Integration Account Details from State EMS Data Manager	3/11/2021	3/11/2021	1 day	Contract Received	Client/ImageTrend
Create Integration Account (State Username and Password)	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Setup Endpoint URL	3/11/2021	3/11/2021	1 day	State Schematron Applied	Client/ImageTrend
Create Test Records to Export against State Schematron (recommend using UAT test data)	7/5/2021	7/16/2021	CLIENT/ 10 days	All site configuration has been completed	Client
Export Test files	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Review/Resolve State failures	7/5/2021	7/16/2021	10 days	Prior to Go Live	Client/ImageTrend
Create/Activate Auto Post	8/1/2021	8/1/2021	1 day	Upon Go Live	ImageTrend
Monitor Exported Data in Export History	8/1/2021	9/1/2021	Daily/30 days	Upon Go Live	Client
Site Go Live					
Pre Go-Live Meeting - Go Live Preparation (Support Transition)	7/30/2021	7/30/2021	1 hour	Site configuration, site training, end users trained	Client
Delete Test Data	8/1/2021	8/1/2021	1 day	Go live date established	ImageTrend
Go Live	8/2/2021	8/2/2021	1 day	Pre Go Live meeting completed	Client
Closing					
Post Go Live Meeting	8/3/2021	8/3/2021	1 hour	Client is offically live using Elite, go live week	Client/ImageTrend
Post Go Live Meeting	8/10/2021	8/10/2021	1 hour	Client is offically live using Elite, week 2 post go live	Client/ImageTrend
Post Go Live Meeting	8/17/2021	8/17/2021	1 hour	Client is offically live using Elite, week 3 post go live	Client/ImageTrend
Post Go Live Meeting	8/24/2021	8/24/2021	1 hour	Client is offically live using Elite, week 4 post go live	Client/ImageTrend
Close Out Implementation Order	9/7/2021	9/7/2021	1 hour	Official Support Transition	ImageTrend
Additional Module Implementation / Post Go Live					
Location/Occupants/Inspections	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught in Hydrant implementation session	**TBD**	**TBD**	CLIENT		Client
Training/Activities	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Checklists	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client
Inventory, Maintenance and Repair	**TBD**	**TBD**	CLIENT		Client
Client registers for Implementation Webinar Session via Education forum on ImageTrend.com	**TBD**	**TBD**	CLIENT		Client
Client performs actions taught during implementation webinar session	**TBD**	**TBD**	CLIENT		Client

ImageTrend's Response to City of Santa Fe's RFP. 21/26/P for Comprehensive and Integrated Software Platform – Cost Proposal

February 23, 2021



City of Santa Fe

Purchasing@santafenm.gov

Presented By:

Michael J. McBrady

Chief Executive Officer

&

Joseph T. Graw

President & Chief Operating Officer

IMAGETREND®

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APPENDIX D

COST RESPONSE FORM

Description	Type	Quantity	Cost per Item
Basic package (all mandatory specs met)	One time fees	1	$30,795.00
Basic package (all mandatory specs met)	Recurring fees/year	4	$99,722.00
Optional feature 1 – Elite Vax	Initial Roll out	1	
Optional feature 1	Recurring	4	$6,798.39
Optional feature 2 – Slate with Texting	Initial Roll out	1	
Optional feature 2	Recurring	4	$11,735.07
Optional feature 3 – Account Advisor	Initial Roll out	1	
Optional feature 3	Recurring	4	$13,178.00
Follow the same format below for more features. Use additional sheets if needed.			

All amounts provided must include all labor, materials, equipment, transportation, configuration, installation, training and profit to provide the goods and/or services described in Section IV.A, (as amended by any current RFP amendments for the period specified).

Option Year 1: (07/01/2021 thru 06/30/2022) Price: $130,517.00

Option Year 2: (07/01/2022 thru 06/30/2023) Price: $102,713.66

Option Year 3: (07/01/2023 thru 06/30/2024) Price: $105,795.07

Option Year 4: (07/01/2024 thru 06/30/2025) Price: $108,968.92



RFP#21/26/P Elite Rescue

Prepared For

Santa Fe Fire Department
Faith Applewhite
200 Murales RD PO Box 909
Santa Fe, New Mexico 87504

Prepared By

Jason Bonham
Feb 20, 2021

ImageTrend®

Detailed Quote

Quote

IMAGETREND®

Prepared For

Faith Applewhite
Santa Fe Fire Department
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Bill To

Faith Applewhite
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Salesperson	Quote Number	Date
Jason Bonham, Account Executive, 952-469-6174	QUO-09281-Q5J5C	Feb 20, 2021

Description	Qty	Frequency	Unit Price	Total
One-Time Fees				
Elite™ Rescue Setup	1	One Time	$7,245.00	$7,245.00
Community Health™ Add-on Setup	1	One Time	$1,500.00	$1,500.00
Direct Messaging Connection Fee - Per Agency Connection	7	One Time	$200.00	$1,400.00
Webinar Training 2hr Session	8	One Time	$350.00	$2,800.00
Onsite Training Session - 8 Hours	9	One Time	$1,400.00	$12,600.00
Travel	3	One Time	$1,750.00	$5,250.00
Recurring Fees				
Elite™ Rescue - SaaS *Includes Elite™ Field	1	Recurring	$28,972.00	$28,972.00
Mobile Fire Inspections - SaaS	1	Recurring	$5,000.00	$5,000.00
Investigations	1	Recurring	$5,000.00	$5,000.00
Permits	1	Recurring	$5,000.00	$5,000.00
Community Health™ Add-on	1	Recurring	$7,500.00	$7,500.00
CAD Distribution	1	Recurring	$3,500.00	$3,500.00
- CAD Vendor: Other CAD Vendor				
Auto Export to NEMSIS v3 Web Service	1	Recurring	$3,500.00	$3,500.00
TeleStaff Distribution	1	Recurring	$12,500.00	$12,500.00
Target Solutions Distribution	1	Recurring	$3,500.00	$3,500.00
Hospital Hub™ Distribution	1	Recurring	$4,000.00	$4,000.00
Vault™ Records with Attachments	1	Recurring	$800.00	$800.00
Elite Site to Site Transfers	2	Recurring	$500.00	$1,000.00
Standard Direct Messaging - EMS Agency	1	Recurring	$1,950.00	$1,950.00
Continuum®	1	Recurring	$7,500.00	$7,500.00
- Continuum® EMS Content Package	1	Recurring	$5,000.00	$5,000.00
- Continuum® Fire Content Package	1	Recurring	$5,000.00	$5,000.00
			TOTAL Year 1	**$130,517.00**
			***Annual Fees after Year 1**	**$99,722.00**

Optional Items

Elite Vax™	1	Recurring	$6,500.00	$6,500.00
Slate™	1	Recurring	$9,720.00	$9,720.00
Slate™ Text/SMS	1	Recurring	$1,500.00	$1,500.00
Account Advisement Services Level 1	1	Recurring	$12,600.00	$12,600.00
Data Mart™ Subscription	1	Recurring	$6,750.00	$6,750.00
Data Mart ™ Additional Source - Subscription	1	Recurring	$3,375.00	$3,375.00

Prepared By: Jason Bonham

Terms of Agreement: The above mentioned items will be invoiced upon Contract signature with payment terms of net 30 days.

- The recurring annual fees will be invoiced annually in advance.
- Project completion occurs upon receipt of the product.
- ImageTrend's license, annual support and hosting are based on up to 16,000 annual incidents as provided by Client.
  *IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for year two. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.
- This proposal is valid for 90 days.
- This quote reflects ImageTrend's standard non-CJIS compliant framework, and is provided without any CJIS-related warranties, representations, or contractual commitments. Additional information and pricing for ImageTrend's advanced CJIS compliant offerings are available upon request.
- The estimates set forth herein do not constitute a binding offer or acceptance. This quote does not express the full agreement or understanding of the parties, is subject to additional due diligence and change, and shall not be binding on ImageTrend. The parties do not intend to be legally bound until they enter into definitive agreements regarding the subject matter hereof.

  IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable

  DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

PRODUCT DESCRIPTIONS

Elite Vax™	Vaccination data documentation and reporting solution for distribution of immunizations; Integration with IIS and follow-up patient communication for certifications and booster reminders.
Elite™ Rescue - SaaS *Includes Elite™ Field	In addition to receiving both Elite EMS and Elite Fire for compliant data collection, the Rescue package includes the Locations/Occupants/Inspections module.
Mobile Fire Inspections - SaaS	Elite Mobile Fire Inspections allows you to enter or edit location, occupant, and inspection records while offline and working in the field. It synchronizes all data bidirectionally with Elite Web. Note: Elite Fire or Rescue is required.
Investigations	Investigations is a separate module that allows your investigators to document all aspects of a fire-related investigation, including such things as witnesses, evidence grids and weather related information. Note: Elite Fire or Rescue is required.
Permits	The Permits module allows you to create, track and complete records, such as building or construction permits. Note: Elite Fire or Rescue is required.
Community Health™ Add-on	Elite Community Health is a complete solution for community paramedicine and mobile integrated healthcare (CP/MIH). It allows you to use patient data you have already collected to identify appropriate candidates for CP/MIH programs, track progress, report on various metrics, and analyze the results.
Vault™ Records with Attachments	Vault is an archiving solution for protecting hosted clients' historical NEMSIS v2 and NEMSIS v3 patient care report data. Attachments are not to exceed 20MB per incident.

Continuum®

Continuum is an integrated solution designed to make monitoring your system easy. Continuum analyzes the data within your system as it is added or updated to provide you with notifications and easy-to-view charts, tabular reports, and maps based on the data you need without requiring you to build reports or manually check your system.
The base Continuum offering includes the following primary components:

• Monitors
Continuum Monitors are predefined analytics, built by ImageTrend using industry-wide best practices and metrics. Groups of similar Monitors are organized in Continuum Domains. Within each Monitor, you can drill down and expand for more detail. The end result is easily accessible information that can help you turn your data into wisdom. Make more informed decisions, impact operations and improve patient care with Continuum.

• Data Sets
Following is a list of the available data sets that are currently available in Continuum to create new monitors based upon the information that you collect with your Elite system. New data sets are added to Continuum as they become available for Elite, Patient Registry, LMS and other ImageTrend products.
o Community Health Patients
o Community Health Visits
o Elite Agency Location
o Elite EMS
o Elite Facility
o Elite Fire
o Elite Personnel
o EMS CAD
o Inspections
o Locations
o Occupants

• Domains
In Continuum, a Domain is the term used to refer to dashboards and monitors related to different overarching subjects (e.g., Public Health Incidents).
The following two domains are available by default as part of what is included with the base Continuum offering. These domains include the charts, maps, and tabular reports that you need for presentations to your system stakeholders.

o EMS Board Report
The Continuum EMS Board Report domain includes dashboard content and monitors that pertain to the following types of information that is useful for presentations to your EMS Board and other stakeholders. Topics included in this domain include: Overall System Statistics, 911 Responses, Inter-facility Transfers, and Mutual Aid.
The EMS Board Report domain is included as part of the base Continuum offering.

o Fire Board Report
The Continuum Fire Board Report domain includes dashboard content and monitors that pertain to various types of information that is useful for presentations to your Fire Board of Directors and other stakeholders. Information included in this domain include: Overall System Statistics, 911 Responses, Incident Types, Mutual Aid given and received, Fire and Civilian Casualties, Property Lost and Saved, etc.
The Fire Board Report domain is included as part of the base Continuum offering.

Continuum® EMS Content Package

The Continuum EMS Content Package includes multiple Continuum EMS content domains. Each Continuum content domain can be purchased individually. The Continuum EMS Content Package allows you to purchase numerous EMS domains at a quantity discount versus purchasing them individually.
The following EMS domains are currently included in this package:
• Ambulance Patient Offload Times (APOT)
• At Risk Populations
• Cardiac
• Cardiac Arrest
• Clinical
• Crew Insights
• EMS CAD
• EMS Compass Measures
• Maternal & Pediatric
• Public Health
• Overdose
• Stroke
• Trauma

Continuum® Fire Content Package	The Continuum Fire Content Package includes multiple Continuum Fire content domains. Each Continuum content domain can be purchased individually. The Continuum Fire Content Package allows you to purchase numerous Fire domains at a quantity discount versus purchasing them individually. The following Fire domains are currently included in this package: • Arson • Casualties • Crew Participation / Call Attendance • Data Quality and Completeness • False Alarms • Fire Information • Fire Losses / Saves • Fire Times • Hazmat • Historical Demand • Incident Status • Incident Types • Mutual Aid • Reliability (Overlapping Calls) • Technical Rescue • Utilization
CAD Distribution	The ability to easily integrate CAD data into run reports is very beneficial in ensuring accurate data. CAD data can be obtained via a file export, a query or it can be sent directly to the ImageTrend web service. Only fields listed in the CAD integration workbook are available for population through the integration.
Auto Export to NEMSIS v3 Web Service	A NEMSIS 3.3.4 or 3.4.0 file can be automatically pushed to a NEMSIS v3 web service (agency's or biller's) based on specific criteria being met (i.e. incident status is 'Ready for Billing', incident is locked, etc.).
TeleStaff Distribution	Once a CAD incident comes through for EMS or fire incidents, the incident time and unit data is used to look up the appropriate crew from the Telestaff data in order to populate on the report.
Target Solutions Distribution	Integrating with Target Solution provides training and activities information, such as class attendees and score, in the ImageTrend training module within Elite.
Hospital Hub™ Distribution	Hospital Hub Distribution allows you a hospital-centric window into EMS incidents of patients that were delivered. Users can view and print ePCR's, send outcome data, view related incidents and download any attachments of a patient that is available. Hospital Hub can connect to multiple Elite systems allowing a hospital to only need one place to be able to go even when multiple agencies are delivering to them.
Account Advisement Services Level 1	ImageTrend offers advisement services to provide clients a single point of contact to review various facets of their application and provide guidance on best practices. Level 1 includes a one hour per week phone check in, coordination of upgrades when/if needed and an advocate for non-support related items.
Webinar Training 2hr Session	Training sessions that are completed via webinar (maximum of 2 hours per session). Topics can include administrator or user education, in-depth education on various modules or features of the system, or learning how to better use Report Writer.
Onsite Training Session - 8 Hours	Training that is to be completed onsite at the client's location. Training topics can range from administrator training to user education to in-depth Report Writer usage.
Elite Site to Site Transfers	Elite Site to Site Transfers allows your agency to transfer EMS incidents in the field from your agency to other agencies using an Elite site that exists outside of your Elite System. The setup is based on a per agency basis.
Standard Direct Messaging - EMS Agency	Allows for the sending of ePCR reports via Direct messaging or faxing to hospitals. This offering transmits data based on the initial triggering status and the final triggering status.
Slate™	Slate™ is a standalone operations management solution with the first-released module for scheduling with certification tracking. Engineered for flexibility, multiple schedule types and sub-groups can be utilized in a single solution with workflows that are defined by your department. With Slate, you get unlimited time off requests, shift trades, work requirements, seniority lists and fill rules. It is an ImageTrend-hosted solution that connects with the Aware app for end users to view and manage their own schedules, and can either integrate with ImageTrend Elite or work independently.
Slate™ Text/SMS	Provides the ability to send a variety of individual or bulk text/SMS notifications and alerts to your personnel directly from Slate.

Request for:

1. Clarification of Cost Response; and
2. Best-and-Final Offer

You have been selected as a semifinalist for RFP (21/26/P – Comprehensive and Integrated Platform – Santa Fe Fire Department). In order to complete an accurate cost evaluation, we request clarification on your pricing structure. We also want to take this opportunity to request a Best-and-Final Offer.

We understand your time is valuable and want to reduce your time and effort responding to this request. The attached Cost Response Clarification form should simplify input on your end, increase our ability to evaluate cost consistently among finalists, and provide an avenue for you to express a Best and Final Offer.

No changes to Mandatory or Desirable Specifications are being proposed or requested, *only clarification on pricing structure and best-and-final offer*.

Reference and Clarification:

Please ensure that "Basic Package" cost includes all costs required to meet *all* Mandatory Specifications (summarized for ease of reference, below) and read the clarification note in regards to MIH records (below)

- User-friendly front and for generating the following:
  - ~16,000 Fire RMS records (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 13,500 ePCRs (increasing annually, ~1.5%/yr averaged over last 10 yrs)/yr
  - 10,000 MIH encounter records (increasing annually, unknown growth rate)/yr

    Clarification Note: *SFFD's strives to blend EMS and MIH services into a care continuum. SFFD's MIH encounters are therefore not strictly defined by "enrollments". Some encounters are more transactional (more episodic and response-focused services) and therefore require less data capture while others involve what some vendors may refer to as "enrollments" which we would understand to refer to longer-term case management services (and which therefore require more complex architecture). We would like to clarify that SFFD currently serves approximately 80-150 individuals in long-term case management services at any given time with potentially 300-600 individuals receiving these long-term case management services per year in addition to more transactional MIH service records. The number of encounters/records is projected to grow throughout the four years of the resulting contract.*
  - 8,000 Fire Prevention records including Inspections, Certificates of Occupancy, and Fire Investigations, Plan Review /yr

- User-friendly, customizable back end
- Uptime, IT Support, and Training as outlined in your Technical Responses
- Record transfer of incidents between operational units
- Ability to complete Fire Prevention property inspections
- Unlimited online user capacity.
- Dashboard construction capability
- Incident flagging ability
- Longitudinal organization of records
- Probabilistic matching of records
- Data Hosting or ability to work with Microsoft Windows Hypervisor
- Direct Messaging between all users (~150) and administrators
- Ability to generate and transfer referrals internally
- Ability to generate and transfer alerts internally
- Communicates/interfaces with PSAP (CAD), Telestaff (staffing software), EF Recovery (billing company), Lifepack 15 (cardiac monitor)
- Compliance with HIPAA, HITECH, NEMSIS/NMEMSTARS, and ability to push and pull data from the state HIE

Cost Response Request for Clarification and Best and Final Offer

NOTE: Please include Best and Final costs on this form.

Total Cost of providing "Basic Package" *(sum of all four years)*	$360,381.28
Explanation of inability to meet any of above criteria, and proposed solution(s).	No exceptions
List of all/any "Desirable Specifications" included in cost of "Basic Package":	All "Desirable Specifications" are included within the "Basic Package" functionality except for the following items which require additional discovery, a mutually agreed upon Statement of Work and additional cost consideration are the following: Location pin; and Land Use Software.

Itemization of Additional Features/Desirable Specifications (if applicable)

Desirable Specification/Additional Features	Cost	Frequency
Migrate Historical Fire RMS (~145,000)	$0.00	Once:☐ Per yr: ☐
Migrate Historical ePCRs (~128,000)	$800.00	Once:☐ Per yr: ☑
Migrate Historical MIH Records (~50,000 from Julota, in CSV format) – *We are unable to provide a cost at this time. We request to perform discovery on the City's data and agree to the scope and cost of the project through a mutually agreed upon Statement of Work.*	TBD	Once:☐ Per yr: ☐
Migrate exportable Fire Prevention Records (~50,000)	$0.00	Once:☐ Per yr: ☐
IBC and IFC interface (2015)	$0.00	Once:☐ Per yr: ☐
Fire Investigations capability	$5,000.00	Once:☐ Per yr: ☑
NFPA interface	$0.00	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐
Other:	$	Once:☐ Per yr: ☐

DATE: April 22, 2021

TO: Fran Dunaway, Chief Procurement Officer
City of Santa Fe Purchasing Office

FROM: Faith Applewhite, Department Procurement Manager
City of Santa Fe Fire Department

SUBJECT: Evaluation Committee Report, Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP # 21/26/P

In accordance with the Request for Proposals for Comprehensive and Integrated Software Platform- Santa Fe Fire Department issued January 27, 2021, three (3) responses were submitted from the following Offerors: ESO, ImageTrend, and Water on Scene. The Evaluation Committee did not evaluate the Proposal from ESO, as they did not attend the Pre-Proposal Conference, which was mandatory for submission, and also didn't separate their Proposal submission into Technical and Cost sections, which was also mandatory for evaluation. This Evaluation Committee Report summarizes all criteria, scores, and comments used in scoring the Responses.

Summary of Evaluation Committee Activity

The Evaluation Committee members are as follows:

- Medical Officer, Michael Suber
- Mobile Integrated Health Officer, Andres Mercado
- Fire Marshall, Geronimo Griego
- ITT, Mario Martinez
- Paramedic, William Brunson

Below, find a timeline of events to date of the Evaluation Committee:

- 02/15/2021 – Informally met with Evaluation Committee to review RFP in depth and answered questions.
- 02/23/2021 – Proposals submitted.
- 02/24/2021 – Formal Evaluation Committee Kick-off meeting, review of Evaluation process with Procurement staff, submission of Non-Disclosure documents signed by Evaluation Committee Members
- 02/25/2021 – Procurement Manager received Proposals from Procurement staff, Evaluation Committee Members received Technical Proposals (ImageTrend and Water on Scene – ESO not passed on to Evaluation Committee members for aforementioned reasons) from Procurement Manager.
- 02/25/2021 – 03/03/2021 – Evaluation Committee Members reviewed and scored Technical Proposals.
- 03/03/2021 – Technical Proposal Evaluation meeting.
- 03/09/21 – Cost Proposal Evaluation.
- 03/12/21 – Finalists Selected.
- 03/15/21 – Best and Final Offers Requested
- 03/18/21 – Best and Final Offers Accepted
- 03/25/21 – Final Cost Evaluation Meeting

Section IV.B, Technical Specifications

Organizational Experience: 200

Organizational References: 90

Mandatory Specifications: 320

Desirable Specifications: 140

Section IV.B.1, Organizational Experience (200 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	177.2	161.6

Organizational Experience

Specifications:

Offeror **must**:

a) **Relevant experience:** Provide a detailed description of relevant corporate experience with city or state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of software for emergency and non-emergency fire and EMS use. All software provided to private sector will also be considered;

b) **Brief bio:** Provide a brief bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as the following: software architecture staff, customer support, maintenance, training staff, and any other staff on customization and/or implementation teams. Offeror must include key personnel education, work experience, and relevant certifications/licenses.

c) **Past projects:** Describe at least two project successes and failures of software integration for multiple applications as a service engagement. Include how each experience improved the Offeror's services.

Evaluation Factors:

- *Relevant Experience: 120*
- *Brief bio: 30*
- *Past projects: 50*

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points were awarded based on Offeror's candid and well-thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

ImageTrend

The Evaluation Committee awarded ImageTrend **177.2** points based on the Offeror's response.

Relevant experience: **113 pts.**

Positive Factors: ImageTrend clearly has a large breadth of experience with increasing numbers of agencies using their software. They had a well-organized and well-written introduction to the agency that showcased institutional knowledge of the industry.

Negative Factors: ImageTrend didn't provide clarity as to how they supply information to specific contracting agencies, and didn't fully answer each question. The Evaluation Committee expressed concern that given the vast number of clients held by Offeror, Santa Fe Fire Department might not receive the individual attention it needs.

Brief Bio: **24.6 pts.**

Positive Factors: The Evaluation Committee appreciated the education an experience of the staff bios provided.

Negative Factors: The Evaluation Committee thought the staff listed weren't specifically assigned to Santa Fe Fire Department's project, and that they didn't know who their specific contacts would be.

Past Projects: **39.6 pts.**

Positive Factors: ImageTrend's response described two successes with general information provided and documented positive implementations of their software.

Negative Factors: The Evaluation Committee was concerned that there was little to no discussion of failures, few specifics, and there is concern that it seemed that much of the implementation burden would be placed on Santa Fe Fire Department staff.

WATER on Scene

The Evaluation Committee awarded Water on Scene **161.6** points based on the Offeror's response.

Relevant experience: **99 pts.**

Positive Factors: The Evaluation Committee appreciated the explanation of relevant experience and especially the possibility to have a unique customer experience with limited number of new clients permitted per year taken on by WATER on Scene.

Negative Factors: The Evaluation Committee was concerned with the apparent lack of experience with Fire Prevention needs.

Brief Bio: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the clearly written bios of specifically assigned staff.

Negative Factors: The Evaluation Committee did not have negative comments.

Past Projects: **33 pts.**

Positive Factors: The Evaluation Committee appreciated the specific descriptions of work with two clients, and that the company appears to have genuinely learned lessons from successes and failures.

Negative Factors: There is Concern that projects described were departments that were much larger than Santa Fe Fire Department.

Section IV.B.2, Organizational References (90 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**88.6**	**59**

Organizational References

Specifications:

Offeror must provide a list of a minimum of three (3) references from similar projects/programs performed for private, city, state or large local government clients within the last five (5) years.

Offeror shall include the following Business Reference information as part of its proposals:

a) Client name;
b) Project description;
c) Project dates (starting and ending);
d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
e) Staff assigned to reference engagement that will be designated for work per this RFP; and
f) Client project manager name, telephone number, fax number and e-mail address.

Offeror is required to submit APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"), to the business references it lists. **The business references must submit the Questionnaire directly to the designee identified in APPENDIX F. The business references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed forms are submitted on or before the date indicated in Section II. A, Sequence of Events, for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the Offeror's score in the evaluation process. Offerors are encouraged to specifically request that their Organizational References provide detailed comments.

Evaluation Factors:

Points were awarded based upon an evaluation of the responses to a series of questions on the Organizational Reference Questionnaire. Offerors were evaluated on references that showed positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process.

Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will receive zero (0) points.

ImageTrend

The Evaluation Committee awarded ImageTrend 88.6 points based on the Offeror's response.

Reference 1: ALBUQUERQUE FIRE RESCUE **29.6 pts**

The Evaluation Committee appreciated the Reference from a close and well known jurisdiction, and the high remarks.

Reference 2: BERNALILLO COUNTY FIRE RESCUE **29.4 pts**

The Evaluation Committee again appreciated the Reference from a close and well-known jurisdiction, and that there were all high remarks from the Reference but also "slightly limited info" and that it seemed "scattered at times."

Reference 3: SURPRISE FIRE DEPARTMENT **29.6 pts**

The Evaluation Committee appreciated the Reference from an agency that seemed to be similar demographically to Santa Fe Fire Department but that "the fire module" may be an area for improvement.

WATER on Scene

The Evaluation Committee awarded Water on Scene **59** points based on the Offeror's response.

Reference 1: MEMPHIS FIRE DEPARTMENT **0 pts**

This Reference was received late with explanation provided by both Offeror and Referring agency found to be inadequate. The Evaluation Committee unanimously voted not to score/allow the Reference.

Reference 2: CITY OF ORANGE FIRE DEPARTMENT **29.8 pts**

The Evaluation Committee thought it was a good solid reference with high remarks.

Reference 3: CHULA VISTA FIRE DEPARTMENT **29.2 pts**

The Evaluation Committee appreciated the Reference with overwhelmingly positive discussion, but also noticed that the Reference noted a slight delay in response to IT issues with Offeror.

Section IV.B.4, MANDATORY SPECIFICATIONS (320 Total Points)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**299**	**252**

Mandatory Specifications

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
   - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
   - MIH: create records-capture capability for prevention, response and follow up operations.
   - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
   - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company.
2. **Uptime**: Guarantee 99.9% uptime 24/7/365
3. **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
4. **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence
5. **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited)
6. **Training:** Within the first year of contract, provide transition/roll out training.
   - Response must specify how many hours of training will be provided for the approximately 180 for system users.

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data. Offeror will provide a detailed explanation in their proposal that is relevant and the extent to which they will meet each of following mandatories:

1. **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
   Deliver a platform which is customized to meet all administrative requirements including:

   - All sections will have architecture that:
     - Is user-friendly;
     - Allows customization of data fields;

- Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
- Allows customization of workflow of records for QA and billing function;
- Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
- Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
- Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records);

■ EMS section:
- Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
- Create custom reports as needed by SFFD staff

■ MIH section:
- Closed-call rules for prevention, response and follow up operations;
- Create custom reports as needed by SFFD staff

■ FP section:
- Closed-call rules for plan review, fire inspections, certificates of compliance and investigations;
- Create custom reports as needed by SFFD staff

■ RMS section:
- Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims by billing company;
- Create custom reports as needed by SFFD staff

2. **IT support:** supply on-call technical support as needed for users and administrators.
   ■ Critical issues (inability to use any major functions of the software resulting in a critical impact on user activities) will have a response in no later than 4-8 hours with a goal of resolution in under 4 hours;
   ■ High priority issues (An important existing functionality is not available and there in not an acceptable workaround) will have a response in no later than 24-48 hours with a goal of resolution in under 8 hours;
   ■ Low priority issues (Incorrect behavior of the software or an important existing functionality is not available but there is an acceptable workaround) will have a response in no more than 24-72 hours with a goal of resolution in less than 72 hours;
3. **Dashboards:** Provide customizable dashboards for administrators and managers.
4. **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
5. **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
6. **Probabilistic matching:** Have robust probabilistic matching to automatically merge records above a certain confidence interval and which allows manual merging of records by administrators for those with lower confidence intervals. Duplicate charts/incidents should be able to be merged, and encounters of patients with errors in any part of their demographic information should be able to

be corrected through this process. Matching criteria should include but not be limited to: first name, last name, date of birth and social security number. Phonetic matching and more robust matching capabilities preferred.

7. **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure current host is able to continue hosting.
8. **Training:** Within the first year of the contract, provide transition/roll out training. Response must specify how many hours of training will be provided for the approximately 15 for system administrators.

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Offeror will provide a detailed explanation in their proposal how they will meet each of following mandatories:

1. **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (This spans front and back-end users, as it describes communication between the two groups)
2. **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
3. **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
4. **PSAP:** Create and maintain interface with PSAP
   - PCR fields should autofill from CAD wherever appropriate.
   - Explain if there is a live CAD view of the system for users.
5. **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
6. **Billing:** Create interface with billing company
   - If a loss of ambulance collections occurs, vendor will work with billing company and City of Santa Fe as needed to address and overcome the collection gap and continue working towards improving collection rate with a goal to meet or exceed a collection rate (charges/payments) of 50%.
7. **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH)
8. **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
9. **HL7:** Maintain compatibility with HL7 for EMS and MIH records
10. **Cardiac Monitors**: Create interface with cardiac monitors

- Explain whether cardiac monitors must have a wired, bluetooth, or cloud connection for use of this interface, or whether any of these will facilitate flow or attachment of diagnostic tools to patient records.

Evaluation Factors:

Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each mandatory specification. In addition, points were awarded based on Offeror's candid and well-thought-out response to the mandatory specifications.

- *Front end and data capture*: *120*
- *Back end and data organization, storage, and analysis: 100*
- *Compliance and interface: 100*

ImageTrend

The Evaluation Committee awarded ImageTrend **299** points based on the Offeror's response.

Front End and Data Capture: **112.8 pts.**

Positive Factors: The Evaluation Committee found that the system seemed to be designed and optimized for field use with great data input capability and unlimited online user capacity. They also liked the large buttons, customizability, and the fact that it's largely hardware/OS agnostic. The Evaluation Committee also liked the chart completion score display.

Negative Factors: ImageTrend was unclear as to promise of uptime, and there was concern that record transfer capabilities seem to add cost to the original proposal. The Evaluation Committee thought the information available about repeat patients to front end users appeared to be limited to vital signs and some other fields but not totally customizable and/or with facile patient-specific information flow from back to front end users. It was also unclear on the training plan.

Back End Data Organization, Storage, Analysis: **91.2 pts**.

Positive Factors: The Evaluation Committee liked that the back end appeared to be user friendly and similar to front end in terms of usability. They had special interest in form builder and closed call rule and pre-fill customizability, and that IT support for admins appeared adequate. The Evaluation Committee appreciated the ability to use Tableau for research with data from the system.

Negative Factors: The Evaluation Committee found the IT Support language unclear. There was a lack of closed call rule customizability for the Fire Prevention section. The probabilistic matching capabilities of the software seemed inadequate, and that the parent/child record relationship only discussed structures, not use for patients, and that longitudinal records only mentioned use for patients, not businesses. The Evaluation Committee also noted that the cost of training system administrators might not be included in base price.

Compliance and Interface: **95 pts.**

Positive Factors: The Evaluation Committee liked the CQI module, inbox alert via text capability and CAD integration. They agreed that most evaluation criteria were met.

Negative Factors: ImageTrend had a lack of description of Direct Messaging capability, and it was unclear about what would be visible on the CAD screen with the described PSAP interface. Also, there was limited ability to interface with existing agencies like Telestaff and EF Recovery, and that these interfaces may be cumbersome as ImageTrend appeared to be also offering to sell Santa Fe Fire Department their own solutions for training, staffing, and billing software.

WATER on Scene

The Evaluation Committee awarded WATER on Scene **252 points** based on the Offeror's response.

Front End and Data Capture: **82 pts.**

Positive Factors: The Evaluation Committee appreciated the description of uptime and online user capacity. They also appreciated that the front end for emergency response and Mobile Integrated Health sections appeared user-friendly. Record transfer within the agency seemed to be well addressed and clearly explained.

Negative Factors: The Evaluation Committee was concerned with the lack of clarity as to the user interface for Fire Prevention, which seems to have been addressed via a partnership with "Streamline" that appeared nascent and remained vague. The Evaluation Committee also was concerned that additional/ongoing training needs were not addressed in Proposal.

Back End Data Organization, Storage, Analysis: **83 pts.**

Positive Factors: The Evaluation Committee liked that the back end interface seemed nearly infinitely customizable, and appreciated description of use of parent and child records. WATER on Scene seems to be the industry leader in longitudinal data management and probabilistic matching. Most specifications were met.

Negative Factors: The Evaluation Committee expressed concern about lack of clarity in regards to Fire Prevention report management, and use of the third-party agency software. Also, the descriptions of dashboards and flags seemed limited.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee liked the possibility of using referrals within and outside of the department. They appreciated the ability to push patient care instructions from the back to the front end users and across divisions within Santa Fe Fire Department. They also appreciated the possibility to build out a live CAD View. The specifications were largely met.

Negative Factors: The Evaluation Committee were concerned that questions about direct messaging remained unanswered after reading that portion of Response, that the interface with Telestaff appeared to be new and possibly untested, and that bi-directional information sharing specifications were lacking in description.

Section IV.B.5, DESIREABLE SPECIFICATIONS (140 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	113	105

Specifications:

A. Front End and Data Capture

These features allow front end users to easily create accurate incident records. Offeror will provide a detailed explanation in their proposal for the desirable specifications:

1. **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
2. **Location pin:** Have the ability to "pin" a location based on the device's geolocation provided (to correct a CAD error, specify a patient or incident location, etc.).

B. Back End and Data Organization, Storage, and Analysis

These features, used primarily by system administrators, organize and store our data:

1. **Data migration:** Migrate historical records into new platform:
   By December 31, 2021, migrate historical ePCR records from Zoll ePCR, RMS records from Zoll RMS, MIH records from Julota MIH software and FP records from Zoll RMS

C. Compliance and Interface

These features help different divisions of SFFD communicate with each other and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Vendor will:

1. **Land Use Software:** Create interface with Land Use building permits software for plan review
2. **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records
3. **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
4. **Training and Record-Keeping Software:** Create interface with training and record-keeping software.
   Explain how the interface with training software would appear (i.e. in which parts of the platform interface) to users.
5. **Airtraq:** Create interface with video laryngoscopy tool (Airtraq)
   If a vendor does not provide or foresee provision of an API for working with this specific tool and it's data, explain the platform's ability to have PDFs, JPEGs, MOVs, MP4s, etc. attached to specific **event records.**
6. **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

Desirable Specifications 140 pts
Points were awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee also weighed the relevance and extent of Offeror's detailed response to each desirable specification.

Evaluation Factors:

- *Front end and data capture: 50*
- *Back end and data organization, storage, and analysis: 50*
- *Compliance and interface: 40*

ImageTrend
The Evaluation Committee awarded ImageTrend **113** points based on the Offeror's response.

Front End and Data Capture: **39.4 pts**.

Positive Factors: The Evaluation Committee determined that the Proposal addressed the specifications' goal of being able to scan face sheets and IDs for input of data.

Negative Factors: The Evaluation Committee thought the ability to "pin" a location might only be available with the "Continuum" package and/or with mapping coordinates input rather than push button pinning.

Back End Data Organization, Storage, Analysis: **44 pts.**

Positive Factors: Image Trend adequately addressed the ability to migrate some historical data, and it is likely that much of the relevant data could be migrated into the new system.

Negative Factors: ImageTrend's Proposal remained unclear as to whether Fire Records Management Software, Mobile Integrated Health, and Fire Prevention records could be imported into new system and the language regarding data migration was unclear.

Compliance and Interface: **29.6 pts.**

Positive Factors: The Evaluation Committee appreciated the implementation timeline, integration of IFC and IBC, and ability to include attachments to PCRs for Airtraq records.

Negative Factors: There is no interface for Land Use, NFPA standards would need to be added above the basic package, and that Target Solutions interface may be possible but doesn't exist currently.

WATER on Scene
The Evaluation Committee awarded WATER on Scene 105 points based on the Offeror's response.

Front End and Data Capture: **42 pts**.

Positive Factors: WATER on Scene addressed the specifications listed for data input of text by camera and/or scan, and location "pin."

Negative Factors: Although the Proposal addressed the ability to input data from IDs, it appears the software isn't able to upload data from face sheets into demographic data fields.

Back End Data Organization, Storage, Analysis: **45 pts**.

Positive Factors: The Evaluation Committee believed that NEMSIS and NFIRS data would be able to be migrated into new system with language in the Proposal.

Negative Factors: It remained unclear as to whether any Mobile Integrated Health or Fire Prevention records could be uploaded into new system.

Compliance and Interface: **87 pts.**

Positive Factors: The Evaluation Committee determined that many of the relevant interfaces existed in the software or that APIs could be built to address many of the specifications.

Negative Factors: The NFPA codes don't appear to be fully supported, there is no existing interface for Target Solutions or Land Use, and the third party solution for Fire Prevention record management remains troubling.

Section IV. C, Business Specifications

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.1, Letter of Transmittal (Pass/Fail)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**PASS**	**PASS**

Specifications:

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to obligate the company.

Evaluation Factors:

Pass/Fail only. No points Assigned.

Section IV.C.2, Signed Campaign Contribution Disclosure Form (Pass/Fail)

Offeror	**ImageTrend**	**WATER on Scene**
Score	**PASS**	**PASS**

Specifications:

The Offeror must complete an unaltered **Campaign Contribution Disclosure Form** and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B).

Section IV.C.3, Costs (250 Total Points)

Offeror	ImageTrend	WATER on Scene
Score	239.3	250

Specifications:

The evaluation of each Offeror's cost proposal will be conducted using the following formula: (the two basic packages will be used to calculate the Cost score).

Evaluation Factors:

Lowest Responsive Offeror's Cost
---------- X Available Award Points
Each Offeror's Cost

ImageTrend

$344,950.00
---------- X 250 = **239.3**
$360,381.28

*(Total years 1-4) The Evaluation Committee awarded ***239.3*** points based on the Offeror's response.

WATER on Scene

$344,950.00
---------- X 250 = **250**
$344,950.00

*(Total years 1-4) The Evaluation Committee awarded ***250*** points based on the Offeror's response.

Section IV.C.4, NM Preferences

	ImageTrend	WATER on Scene
NM Business Preference	None	None
NM Veterans Preference	None	None

Specifications:

The City recognizes the value of revenue derived from local businesses and shall procure goods and/or services locally when possible, pursuant to Ordinance and this Manual, except for purchases using City, state and federal grant funds. Applicable City, state and federal law and regulations govern procurements using City, state or federal funds.

ImageTrend

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

WATER on Scene

Offeror did not submit NM Preference Certificate. Offeror awarded zero (0) points.

Evaluation Summary

	ImageTrend	**WATER on Scene**
Section IV.B 1. Technical Specifications Organizational Experience **(200 Points)**	177.2	161.6
Section IV.B 2. Technical Specifications Organizational References **(90 Points)**	88.6	59
Section IV.B 4. Technical Specifications Mandatory Specification **(320 Points)**	299	252
Section IV.B 5. Technical Specifications Desirable Specification **(140 Points)**	113	105
Section IV.C 1. Business Specifications Letter of Transmittal **(Pass/Fail)**	PASS	PASS
Section IV.C 2. Business Specifications Signed Campaign Disclosure Form **(Pass/Fail)**	PASS	PASS
Section IV.C 3. Business Specifications Cost **(250 Points)**	239.3	250
Section IV.C 4. Business Specifications New Mexico Resident Business Preference 5%	NONE	NONE
Section IV.C 4. Business Specifications New Mexico Resident Veteran Preference 10%	NONE	NONE
TOTAL POINTS AWARDED	**917.1**	**827.6**

Evaluation Committee Recommendation

Based on the Evaluation Committee's evaluation and scoring of the responsive Offerors proposals submitted, as detailed above, the Evaluation Committee respectfully recommends awarding a tentative contract/ agreement to Offeror**, ImageTrend**; receiving the highest score along the natural point-break; to perform the scope of work as outlined in the Comprehensive and Integrated Software Platform- Santa Fe Fire Department RFP #21/30/P. Awarding a contract/agreement to the recommended Offeror is in the best interest and is most advantageous to the City of Santa Fe, Fire Department and the City's clients.

Committee Signature Approval

Michael Suber
Michael Suber (Apr 23, 2021 11:09 MDT)

Apr 23, 2021

Name: **Michael Suber**
Evaluation Committee Member

Date

Andres J.Mercado
Andres J.Mercado (Apr 23, 2021 11:18 MDT)

Apr 23, 2021

Name: **Andres Mercado**
Evaluation Committee Member

Date

Geronimo Griego
Geronimo Griego (Apr 23, 2021 14:01 MDT)

Apr 23, 2021

Name: **Geronimo Griego**
Evaluation Committee Member

Date

Mario Martinez
Mario Martinez (Apr 23, 2021 14:30 MDT)

Apr 23, 2021

Name: **Mario Martinez**
Evaluation Committee Member

Date

William Brunson
William Brunson (Apr 27, 2021 12:59 MDT)

Apr 27, 2021

Name: **William Brunson**
Evaluation Committee Member

Date

Faith Applewhite
Faith Applewhite (Apr 27, 2021 13:02 MDT)

Apr 27, 2021

Name: **Faith Applewhite**
Department Procurement Manager

Date

***Chief Procurement Officer Signature Approval of the Evaluation Committee Report and recommendation for award.**

Fran Dunaway

4/22/2021

Fran Dunaway
Chief Procurement Officer
City of Santa Fe

Date

Item#_____
Munis Contract# _____

City of Santa Fe Contract
Software

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

B. "You" and "your" refers to **ImageTrend, Inc.**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work and as described in Exhibit "A" attached hereto:

The Scope of Work is broken into three categories: 1.) Front End and Data Capture, 2.) Back End and Data Organization, Storage and Analysis and 3.) Compliance and Interface. IT support, troubleshooting, and customer service are expected to be ongoing throughout time of contract. Unless otherwise stated, the system, software, data, and interfaces must be created prior to "go-live" date of January 1, 2022 and maintained throughout the duration of the contract.

Front End and Data Capture

These features allow front end users to easily create accurate incident records. Contractor will:

- **User-friendly front end:** Create a user-friendly front end to capture granular details for fire department activities including all 911 responses and prevention activities:
    - EMS: create records-capture capability for EMS calls to capture all State (NMEMSTARS) and Federally-required (NEMSIS) data fields, all fields required for processing of medical billing claims by billing company as well as supplemental questions necessary for EMS management functions such as clinical and system quality monitoring.
    - MIH: create records-capture capability for prevention, response and follow up operations.
    - FP: create records-capture capability for fire prevention activities including: plan review, inspections, certificates of compliance and fire investigations.
    - RMS: create records-generating capability for incident capture including all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims.
- **Uptime**: Guarantee 99.5% uptime 24/7/365
- **Record transfer**: Provide capability of facile transfer of incidents between users/units (e.g. first responding to transporting unit)
- **Property inspections:** Have the ability for FP users to generate annual property inspections independent of Certificate of Compliance existence

- **Online user capacity:** Ensure that all staff have the ability to be logged in simultaneously as needed, or detail if this is not the case (e.g. specify if there is a limit of how many users can be logged into the system at once if it's limited).
- **Training:** Within the first year of contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).

- **Optical character recognition:** Use optical character recognition, barcode and QR code capability to automatically populate appropriate section(s) on record from drivers' licenses, hospital face sheets, insurance cards, etc.
- **Location pin:** CAD latitude and longitude data can be populated in the incident fields so long as the City's CAD Contractor collects and sends the data to Contractor. If the coordinates are not populated from CAD, a user can "Set Scene GPS coordinates" within the ePCR that will populate the location of the device at the time the field button is selected within the record to "pin" a location based on the device's geolocation (to correct a CAD error, specify a patient or incident location, etc.).

Back End and Data Organization, Storage and Analysis

These features, used primarily by system administrators, organize and store our data. Contractor will:

- **User-friendly back end:** Create a user-friendly back end to manage data fields, workflows/closed-call rules, reports with depth and breadth across sections (scheduled and on-demand), and other system administration processes:
    - Deliver a platform which is customized to meet all administrative requirements including:
        - All sections will have architecture that:
            - Is user-friendly;
            - Allows customization of data fields;
            - Allows customization of closed-call rules while protecting NMEMSTARS, NEMSIS and NFIRS required data fields;
            - Allows customization of workflow of records for QA and billing function;
            - Through branching logic, have the ability to determine closed call rules and autofill specified data fields.
            - Creates "parent/longitudinal" records for individuals, businesses and locations across sections;
            - Allows for the creation of reports with depth and breadth across sections and with multiple variables (including reports based on "parent/longitudinal" records).
        - EMS section:
            - Closed-call rules which meet required State and Federal NEMSIS data fields, medical billing data fields and supplemental questions for EMS management
            - Create custom reports as needed by SFFD staff.
        - MIH section:
            - Closed-call rules for prevention, response and follow up operations;
            - Create custom reports as needed by SFFD staff.
        - FP section:
            - Validation rules for plan review, fire inspections, certificates of compliance and investigations;
            - Create custom reports as needed by SFFD staff.
        - RMS section:

    - Closed call rules for all Federally-required NFIRS data fields and all fields required for processing of incident (fire/recovery) billing claims;
    - Create custom reports as needed by SFFD staff.
- **IT support:** supply on-call technical support as needed for users and administrators pursuant to the Service Level Agreement attached as Exhibit A and incorporated herein by reference.
- **Dashboards:** Provide customizable dashboards for administrators and managers.
- **Flags:** Create automatically-generated, real-time alerts and notifications based on specified triggers (to front-end users and to administrators).
- **Longitudinal data:** Provide longitudinal organization of records by patient, location, business and other nexuses across sections. For example, have the functionality to elegantly display and interact with all records (generated by EMS, MIH, FP, fire) based on a specified location or patient name.
  Probabilistic matching: Provide functionality which allows front end users to select a particular individual from all patient care records through fields including but not limited to: first name, last name, patient address and social security number (complete or "last four") and which then downloads fields associated with that patient from past incident data including but not limited to: demographics, medical history, medications and allergies, billing information, practitioner information, vital signs, impressions, symptoms, device images and more. Also provide functionality solely within the Community Health module which allows administrators to lock a "master patient record" with certain information which can be added to but cannot be deleted or changed by a field provider. Also provide functionality to remove unwanted or duplicate entries and merge records of repeat patients manually when necessary by a user, with permission, within Elite Repeat Patient.
- **Host data:** Be able to host server and data **or** work with Microsoft Windows Hypervisor to ensure that current host is able to continue hosting.
- **Training:** Within the first year of the contract, provide transition/roll out training.
    - Training includes two trips/six onsite days (3 days per trip) and eight webinar sessions (each session is two hours in length).
- **Data migration:** Migrate historical records into new platform:
    - By December 31, 2021, migration of legacy ePCR incidents in a compliant NEMSIS V3 xml format and legacy fire incident data in the standard NFIRS text file format.

Compliance and Interface

These features help different divisions of SFFD communicate with each other, and help SFFD staff communicate with external stakeholders, as well as assure billing and legal compliance. Contractor will:

- **Messaging:** Provide HIPAA compliant Direct Secure Messaging between system users. This includes ability for users to message administrators and vice versa, as well as messaging across all sections and users. Records referenced in the messaging should be easily accessible from message conversation (this spans front and back-end users, as it describes communication between the two groups).
- **Referrals:** Provide ability for staff to refer individuals to MIH services/programs or flag incidents for quality assurance programs.
- **Alerts:** Facilitate bidirectional information sharing (between non-emergency, administrative and emergency users) through alerts and longitudinal profiles (such as longitudinal patient and property profiles). For example, have the functionality to add critical/time-sensitive notes for emergency responders to see when while interacting with particular records ("Patient has appointment with ___ on ___. Please contact ___" or "Property pending reinspection. Hazard X present at exterior entry door on C side of building") as well as the functionality for emergency responders to share notes with non-emergency and/or administrative staff.
- **PSAP:** Create and maintain interface with PSAP
    - PCR fields should autofill from CAD wherever appropriate.
    - Integrate data with CAD Contractors via a direct web service, file type, or query type. An EMS or Fire CAD incident view is visible in the website to users.

- **Staffing Software:** Create an interface with staffing software to ensure proper personnel are assigned and accurately represented in all generated records.
- **Billing:** Create interface with billing company
- **HIPAA/HITECH:** Maintain compliance with most recent laws governing patient privacy (HIPAA and HITECH) for Electronic Health Records
- **NMEMSTARS/NEMSIS:** Maintain compliance with most current NMEMSTARS and federal NEMSIS reporting requirements.
- **HL7:** Maintain compatibility with HL7 for EMS and MIH records.
- **Cardiac Monitor:** Create interface with cardiac monitors
    - Interface with Physio, Zoll and Philips monitors. EKG information, including the waveform graphic, can be transmitted to the PCR and data is incorporated into the correct fields in the run form. The six second strips and 12-leads are created as PDF attachments. The strips can be printed with the PCR, if desired. EKG data transmission will be accomplished using Bluetooth, cable, or internet, depending upon EKG and device capabilities.
- **IBC/IFC:** Create interface to quickly access International Fire Code (currently 2015 IFC) and International Building Code (currently 2015 IBC) for FP records.
- **NFPA:** Create an interface to quickly access NFPA standards related to IFC and IBC.
- **Training and Record-Keeping Software:** Ability to interface with Target Solutions
- **Airtraq:** Ability to upload video files from AirTraq intubations to application and ability to attach PDFs, JPEGs, MOVs, MP4s, PNG, JPGs etc. to individual ePCRs
- **LifeNet:** Create an interface with cardiac arrest QA tool (LifeNet) as needed for quality management review of incidents and charts.

3. Compensation

The City shall pay to the Contractor pursuant to the Compensation Sheet attached hereto as Exhibit B and incorporated herein by reference.

The total compensation under this Agreement shall not exceed $354,755.98, excluding 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.

The Software Licensing Terms Attachment attached as Exhibit C is incorporated herein by reference.

The Product Specific Terms Attachment attached as Exhibit D is incorporated herein by reference.

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 June 30, 2025. 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. This provision does not apply to Contractor's hosting locations.

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 RFP#21/26/P, including attachments thereto and written responses to questions and written clarifications ("Technical Proposal" dated February 23, 2021, "Cost Proposal" dated February 23, 2021, "Best and Final Offer" dated March 16, 2021 and "Request for: 1. Clarification of Cost

Response; and 2. Best and Final Offer"); (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:
Andres Mercado
200 Murales Road
Santa Fe, NM 87501
ajmercado@santafenm.gov

To the Contractor:
ImageTrend, Inc.
Attn: Legal Counsel
20855 Kensington Blvd.
Lakeville, MN 55044
contracts@imagetrend.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
IMAGE TREND, INC.

_____
Joseph T. Graw

_____
President & COO

DATE: 9/17/2021
CRS# 03-403732-00-2
Registration # 231192

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:
Marcos Martinez
Marcos Martinez (Sep 13, 2021 08:29 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

_____
Org.Name/Org.#

EXHIBIT A - SERVICE LEVEL AGREEMENT ATTACHMENT

ImageTrend is committed to offering exceptional levels of service to our customers. This Service Level Agreement ("SLA") guarantees your website or application's availability, reliability and performance. This SLA applies to any site or application hosted on our network.

1. **Customer Support**

ImageTrend is committed in providing an exceptional level of customer support. ImageTrend's servers are monitored 24 hours per day, 7 days per week, 365 days per year and our support staff is available via phone (888.469.7789) and email (www.imagetrend.com/support) as posted on the company's website. ImageTrend works to promptly resolve all issues reported by customers, and will acknowledge the disposition and potential resolution according to the chart below:

Severity Level	Example	Acknowledgement of Error Notice	Response Goal
High/Site Down	- Complete shutdown or partial shutdown of one or more Software functions - Access to one or more Software functions not available - Major subset of Software application impacted that is necessary for usage of the software	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six (6) hours
Medium	- Minor subsystem failure -Data entry or access impaired on a limited basis.	Within four (4) hours of initial notification	24 Business hours
Low	- User error (i.e. training) or forgotten passwords - Issue can or must be delegated to local Client contact as a first level of response for resolution	Same day or next business day of initial notification	As appropriate depending on nature of issue and party responsible for resolution

2. **Data Ownership**

All customer data collected and maintained by ImageTrend shall at all times remain the property of the customer.

3. **Data Protection**

ImageTrend takes data privacy and cybersecurity very seriously. ImageTrend utilizes compliant and industry recognized best practices to ensure data security, and does not use or make available any personally identifiable information to third parties without customer consent or as required by law. ImageTrend acknowledges that its handling of information on behalf of customers may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. ImageTrend agrees to comply with all of such laws, rules, regulations and restrictions at its sole cost and expense.

4. **Suspension of Service**

ImageTrend reserves the right to suspend and limit network resources to customers failing to pay the monthly fee in advance at its own discretion. In the event of service suspension, full service delivery will be restored within 48 hours from the date and time that payment is received.

5. **Availability**

ImageTrend is fully committed to providing quality service to all customers. To support this commitment, ImageTrend offers the following commitments related to application server Availability:

Availability Objective: ImageTrend will provide 99.5% Availability (as defined below) for the ImageTrend network services within ImageTrend's Immediate Control. For purposes, hereof, "Availability" or "Available" means the ImageTrend Services are available for access and use through the Internet.

"Immediate Control" includes ImageTrend's network services within the ImageTrend data center which extends to, includes and terminates at the Internet Service Provider ("ISP") circuit termination point on the router in ImageTrend's data center (*i.e.,* public Internet connectivity).

Specifically excluded from the definition of "Immediate Control" are the following:

a. Equipment, data, materials, software, hardware, services and/or facilities provided by or on behalf of Client or a third-party entity (or any of their Contractors or service providers) and Client's or a third party entity's network services or end-user hardware.

b. Acts or omissions of Client, their employees, contractors, agents or representatives, third party Contractors or service providers or anyone gaining access to the ImageTrend Services at the request of Client.

c. Issues arising from bugs, defects, or other problems in the software, firmware, or hardware of third parties.

d. Delays or failures due to circumstances beyond ImageTrend's reasonable control that could not be avoided by its exercise of due care.

e. Any outage, network unavailability or downtime outside the ImageTrend data center.

Availability Calculation: Availability is based on a monthly calculation. The calculation will be as follows: ((a – b) / a) x 100, where "a" is the total number of hours in a given calendar month, excluding Scheduled Maintenance (as defined below), and "b" is the total number of hours that service is not Available in a given month.

Offline Capability: The Software may have offline capability which provides redundancy when network or server back-end capability is not available. Periods of time when the Software's primary functions continue to function offline shall be excluded from the unavailability calculation "b" above.

Scheduled Maintenance: ImageTrend conducts scheduled maintenance, as necessary, every last Wednesday of the month. ImageTrend will perform scheduled maintenance within that maintenance window between the hours of 9:00 p.m. CST to 11:00 p.m. CST. ImageTrend may change the regularly scheduled maintenance window from time to time at ImageTrend's discretion upon reasonable notice to Client.

Service Disruption: Upon customer's written notice to ImageTrend, if Availability for the month is below the guaranteed level, ImageTrend will issue a credit to customer in accordance with the schedule below:

Availability: 99.0% - 99.5% = 5% of monthly hosting fee credited
95.0% - 98.99% = 10% of monthly hosting fee credited
90.0% - 94.99% = 15% of monthly hosting fee credited
89.99% or below = 2.5% for every 1% of lost Availability (in no event exceeding 50% of monthly hosting fees)

ImageTrend maintains precise and objective Availability metrics, which shall be determinative when calculating any customer requested credit. ImageTrend maintained Availability metrics shall only be requested in good faith to address material customer concerns. To receive a credit, customers must specifically request it during the month following the month for which the credit is requested. Credits shall not be issued if a customer account is past due, suspended or pending suspension.

6. General

ImageTrend reserves the right to change or modify this SLA and the related services being provided to benefit its customers, including changes to hosting environments and infrastructure, provided that any such improvements shall adhere to the regulatory guidelines and best practices referenced herein.

EXHIBIT B - COMPENSATION SHEET

The prices below are based on the following SaaS transaction volumes, as provided by Client:
16,000 Incidents annually

One Time Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Community Health™ Add-on Setup	ELT.003.002.011	$1,500.00	1	$ 1,500.00	Project Kick Off Milestone*
Elite™ Rescue Setup	ELT.003.002.003	$7,245.00	1	$ 7,245.00	Project Kick Off Milestone*
Onsite Training Session - 8 Hours	ELT.006.003.004	$1,400.00	2	$ 2,800.00	Delivery***
Travel	ELT.006.003.008	$2,000.00	2	$ 4,000.00	Delivery***
Direct Messaging Connection Fee - Per Agency Connection	ELT.002.010.029	$200.00	7	$ 1,400.00	Site Available Milestone**
Webinar Training 2hr Session	ELT.006.003.009	$350.00	8	$ 2,800.00	Delivery***
Total One Time Fees				**$19,745.00**	

Recurring Fees

Description	SKU	Unit Price	Qty	Extended Amount	Payment Notes
Elite™ Rescue - SaaS *Includes Elite™ Field	ELT.001.002.015	$28,972.00	1	$ 28,972.00	Site Available Milestone** / SaaS includes Support and Hosting
Standard Direct Messaging - EMS Agency	ELT.002.010.023	$1,950.00	1	$ 1,950.00	Site Available Milestone**
Investigations	ELT.001.002.018	$5,000.00	1	$ 5,000.00	Site Available Milestone**
CAD Distribution	ELT.002.007.001	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Other CAD Contractor	ELT.002.007.019	$0.00	1	$0.00	
Auto Export to NEMSIS v3 Web Service	ELT.002.009.005	$3,500.00	1	$ 3,500.00	Site Available Milestone**
Mobile Fire Inspections - SaaS	ELT.001.002.014	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Permits	ELT.001.002.021	$5,000.00	1	$ 5,000.00	Site Available Milestone**

Community Health™ Add-on	ELT.001.002.003	$7,500.00	1	$ 7,500.00	Site Available Milestone**
Continuum®	CTM.001.002.001	$6,000.00	1	$ 6,000.00	Site Available Milestone**
Continuum® EMS Content Package	CTM.001.002.002	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Continuum® Fire Content Package	CTM.001.002.003	$5,000.00	1	$ 5,000.00	Site Available Milestone**
TeleStaff Distribution	ELT.002.011.004	$5,000.00	1	$ 5,000.00	Site Available Milestone**
Hospital Hub™ Distribution	ELT.002.010.007	$4,000.00	1	$ 4,000.00	Site Available Milestone**
Elite Site to Site Transfers	ELT.002.010.016	$500.00	2	$ 1,000.00	Site Available Milestone**
Vault™ Records with Attachments	ELT.001.002.036	$800.00	1	$ 800.00	Site Available Milestone**
Total Recurring Fees Year 1				**$87,222.00**	
*The Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.					
** Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.					
*** Training & Travel Fees shall be invoiced in advance of delivery of all training sessions.					

Annual Fees Summary	
Year	**Amount**
Year 1 (FY22) $7,268.50/month x up to 9 months (10/1/2021 to 6/30/2022) plus all One Time Fees	$ 85,161.50
Year 2 (FY23) Base Recurring Fees Rate	$ 87,222.00
Year 3 (FY24) Year 2 ($87,222) + 3% annual increase ($2,617)	$ 89,838.66
Year 4 (FY25) Year 3 ($89,839) + 3% annual increase ($2,695)	$ 92,533.82
Not to Exceed for 5 Years	**$ 354,755.98**

Send Invoices To:

Andres Mercado
ajmercado@santafenm.gov
200 Murales Rd., PO Box 909
Santa Fe, New Mexico 87504

Payment Terms:

1. Except for Training and Travel Fees and Direct Messaging Connection Fee, "One Time Fees" for set up are due once upon project kick off. ImageTrend will designate an implementation coordinator. The

implementation coordinator will schedule a "Kick Off Call" with Client where the implementation coordinator outlines the implementation process, gives an overview of the Client's order, and starts discovery of how the Client's processes work. This Project Kick Off Milestone is complete when: 1) Client has been assigned an implementation coordinator; and 2) the Kick Off Call has occurred.

2. The "Direct Messaging Connection Fee - Per Agency Connection" one time fees are due once upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

3. Training and Travel Fees will be invoiced at the time of delivery of each training session.

4. "Recurring Fees" are annual fees which recur each year. The Recurring Fees shall be prorated from Site Available through June 30, 2022 in the amount of $7,268.50 per month. The prorated amount shall be invoiced upon Site Available. ImageTrend software is available via the Web. This Site Available Milestone is complete when ImageTrend has provided Client: 1) at least one web URL to the ImageTrend software, and 2) a system administrator account with login credentials, and 3) Client is able to log into the ImageTrend software at that URL.

5. Commencing July 1, 2022 and annually thereafter, the total Recurring Fees shall be invoiced. The Recurring Fees will escalate in price annually by 3% beginning on 07/01/2023 and each year thereafter.

6. ImageTrend may temporarily suspend performance (e.g. cease to provide access, hosting, support) due to Client's breach of contract provided Client shall have 30 days to cure such breach before ImageTrend may suspend performance.

7. All Annual SaaS Fees are based upon anticipated transaction volumes (as provided by Client) and are subject to an annual usage audit. ImageTrend reserves the right to increase fees in accordance with increased transaction volume per the Unit Price listed in the tables above.

8. ImageTrend will not be responsible for third-party fees related to this Agreement unless specifically outlined by this Agreement

EXHIBIT C - SOFTWARE LICENSING TERMS ATTACHMENT

The following terms shall apply:

"ImageTrend Elite Data Marts" means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

"ImageTrend Elite Reporting Tools" means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

"Incident(s)" means an instance where the Client sends a vehicle or emergency responder to a situation requiring emergency response, as measured by the number of incident reports within ImageTrend Software systems excluding incidents relating to Mobile Integrated Health services.

"Licensed Information" means other Deliverables provided to Client by ImageTrend relating to the operation or design of the Software, or other Deliverables provided to Client by ImageTrend which are common to ImageTrend (e.g. such Deliverables are not unique to Client). A copy of the software specification Licensed Information is available within the Software labeled as "ImageTrend University."

"The Software" means the sum of all software licenses granted by this Agreement hereto as provided in Section 1 below.

1. GRANT OF LICENSE TO SOFTWARE.

Name of License	Terms of License
Software as a Service License (SaaS) or Integration as a Service (IaaS) ("SaaS")	ImageTrend hereby grants Client a non-exclusive, non-transferable license to use the ImageTrend Software product(s) listed in the Agreement for such time as listed in said Agreement. During the term of the Agreement, the Client shall have access to the Software, which will be installed on servers at the ImageTrend hosting facility and subject to the Service Level Agreement attached. All copies of the Software and/or Licensed Information in any form provided by ImageTrend to Client hereunder are the sole property of ImageTrend and/or its suppliers, and that Client shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this Agreement.

2. PROTECTION OF SOFTWARE AND LICENSED INFORMATION

Client agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information. Client shall not nor shall Client permit any third-party under Client's control to, copy, reverse engineer, or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. Client may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of ImageTrend are reserved. ImageTrend reserves all rights which are not expressly granted to Client in this Agreement.

Client shall not, nor shall Client permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this Agreement.

3. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.

IMPLEMENTATION. ImageTrend shall provide Client with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services known as "Implementation". During Implementation, Client must make available sufficient time and resources as is necessary to accomplish the milestones and tasks per the party's project plans (as applicable), typically between 4 and 15 hours a week. Depending on Client's objectives, Client may need to allocate more time or resources to achieve Client's desired timelines.

TRAIN THE TRAINER. ImageTrend may provide "Train-the-trainer" training for administrators as detailed in the Agreement. Additionally, online training videos and user guides in electronic format will be made available via ImageTrend University.

SOFTWARE SUPPORT. ImageTrend shall provide Software Support as detailed in the Service Level Attachment, included here as Exhibit A.

TRAINING USAGE AND EXPIRATION. The training line items and quantities as detailed in price table attached must be delivered within 2 years of the Effective Date. It shall be Client's responsibility to request the training session(s). Training not used within the 2 year cut-off shall expire and no refund or credit will be payable to Client.

4. SOFTWARE WARRANTIES.

PERFORMANCE WARRANTY. ImageTrend warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than ImageTrend and its agents make any unauthorized modification or change to the Software in any manner outside of the configuration available within the Software's built-in functionality. This warranty does not apply to data extracted from the system.

OWNERSHIP WARRANTY. ImageTrend represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to Client.

LIMITATIONS ON WARRANTY. All of ImageTrend's obligations under this Section shall be contingent on Client's use of the Software in accordance with this Agreement and in accordance with ImageTrend's instructions as provided by ImageTrend in the Licensed Information, and as such instructions may be amended, supplemented, or modified by ImageTrend from time to time. ImageTrend shall have no warranty obligations with respect to usage which does not conform with ImageTrend's instructions as provided by ImageTrend in the Licensed Information. ImageTrend shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field of a Client device. In addition to any other limitation on warranty or liability; Client's sole remedy for breach of warranty related to or arising out of the Software, or a defect with the Software, shall be at Client's option 1) repair of the Software or defect, 2) termination of this Agreement for convenience as outlined elsewhere in this Agreement.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY ImageTrend WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

5. MAINTENANCE.

ImageTrend shall provide scheduled updates and new releases for the Software, as well as defect correction as needed per the Service Level Agreement, attached for so long as Client has contracted for support (as indicated by a recurring fee containing the product name and word 'Support'). Specific out-of-scope system enhancement requests are excluded from support. Should Client desire specific source-code level modifications to the system, Client may submit a request to ImageTrend's UserVoice page at https://ImageTrend.uservoice.com/.

6. RETURN OF DATA.

Upon termination of this Agreement for any reason, Client may request ImageTrend provide to Client a copy of Client's data. ImageTrend will produce this data by first using relevant export functionality provided by the application, e.g. for ImageTrend Elite the data would be produced as a NEMSIS Version 3 XML file(s), or by other native data export format should the application provide no export functionality. ImageTrend may redact or remove ImageTrend trade secret and confidential information, such as database schema design details, or data which is used solely in an operational or administrative fashion (e.g. data which was never entered by Client end-users). For clarity, ImageTrend may not redact or remove data that Client or Client's end-users entered. ImageTrend will provide this exported data to Client via secure electronic transfer, such as SFTP/FTPS. ImageTrend shall have 90 days from Client's request to produce the native data

export for Client. Should Client desire the data to come in any alternative format, or be in any way different than as described in this section, Client must request those services from ImageTrend separately on a Time and Materials basis under its own time frame. ImageTrend will make efforts to accommodate Client's request, but ImageTrend is under no obligation to do so.

7. IMAGETREND ELITE AUTHORIZED USERS AND SCOPE OF USAGE

This Grant of License is strictly conditioned on the Software being used by only Authorized Users. ImageTrend may audit Client's Software, users, and usage to ensure compliance with the scope of usage detailed by this Agreement, in ImageTrend's discretion. Non-compliance with the scope of usage shall be considered a material breach.

8. DE-IDENTIFICATION

ImageTrend may create a de-identified data set of Client's data ("the De-identified Data Set") and ImageTrend may, in ImageTrend's discretion, transform, analyze, distribute and redistribute, create derivative works of, license, make available to 3rd party researchers, or otherwise use the De-identified Data Set except as limited by: 1) this Agreement, 2) applicable law and regulation, e.g. State and Local data privacy law and HIPAA/HITECH, 3) notwithstanding any of the prior, ImageTrend shall create the De-identified Data Set in accordance with the then current HIPAA Safe Harbor Rule at 45 CFR § 164.514(2)(i) by removing the 18 listed data elements, and any additional data element designated as 'Personal Information' by State and Local data breach law (or equivalent laws). ImageTrend shall ensure its methods for creating the De-identified Data Set comport with industry best practices and guidance such as NISTIR 8053 'De-Identification of Personal Information' (available at http://dx.doi.org/10.6028/NIST.IR.8053). ImageTrend shall use reasonable administrative, technical, and physical safeguards to protect and prevent unauthorized disclosure of the De-identified Data Set. ImageTrend shall not attempt to re-identify any de-identified records.

9. GRANT OF LICENSE TO IMAGETREND'S PRE-EXISTING IP AND OWNERSHIP OF NEW IP

All Intellectual Property Rights connected to the ImageTrend pre-existing materials such as architectural structure, modules, processes, and Know-How that may be used in Deliverables ("Pre-existing IP"), shall remain owned by ImageTrend. ImageTrend agrees to grant to Client a royalty-free, worldwide, transferable, non-exclusive, use license for these architectural structures, modules, and processes that may be used solely in conjunction with the Deliverables and services performed under this Agreement and in accordance with the license granted herein, conditioned upon full payment of the Agreement from which the Deliverable containing Pre-Existing IP originates. This license may not be transferred, and Client may not sublicense, use, reproduce, distribute or prepare derivative works of ImageTrend's Pre-Existing IP except to the extent strictly necessary to fulfill the purpose of this Agreement. New Deliverables utilizing the same Pre-Existing IP may require another license for that new Deliverable, in ImageTrend's discretion. New Custom Intellectual Property authored by the parties in the course of performing this Agreement shall be owned by the party that authored the Intellectual Property and in the case of derivative works, it shall be owned by the party who owns the work from which the derivative is made, or as otherwise set forth in the Agreement. In the case of ImageTrend Software products licensed herein, or "Modified Off The Shelf Software" as defined above, ImageTrend shall own all Intellectual Property related to or arising out of any Agreement. Subsequent agreements may specify who owns the intellectual property embodied in a Deliverable; however, absent such terms in a future agreement, the terms of this Agreement shall control. Any right not hereby granted is reserved.

EXHIBIT D -- PRODUCT SPECIFIC TERMS ATTACHMENT

LEGACY DATA IMPORT AND IMAGETREND VAULT™ TERMS OF USE

"NEMSIS" is the National Emergency Medical Services Information System (NEMSIS), and provides standardized data formats for submission of EMS Data.

"Legacy Data" means data originated by any system which is not ImageTrend Elite

"Legacy Data System" means the particular software application which generated, stored, or created the Legacy Data.

IMAGETREND VAULT EMS LEGACY DATA IMPORT SPECIFICATIONS

IMAGETREND VAULT™ LICENSING TERMS

- Notwithstanding anything in this Agreement to the contrary, CLIENT is hereby granted the following license rights to ImageTrend Vault. All other rights not explicitly granted reserved by ImageTrend.

- Client shall have a non-transferrable, non-exclusive license to use ImageTrend Vault for the Term of this Agreement as described in this Exhibit, and such license shall expire simultaneously with this Agreement.

- ImageTrend reserves the right to monitor and audit the quantity of records stored in ImageTrend Vault and to increase future fees (e.g. fees on Renewal Terms or subsequent Agreements of the parties, after expiration of this Agreement or its Initial Term) in accordance with the then-current price.

Description

- ImageTrend Vault can store additional data fields from ImageTrend Service Bridge, Fire Bridge, State Bridge, or Rescue Bridge ("ImageTrend Version 2 Products") products. These are the data fields beyond the NEMSIS National Data Elements but supported by ImageTrend Version 2 Products. These data fields have the ImageTrend "IT" flag in the NISE export file as exported by the ImageTrend Version 2 Products. ImageTrend Vault may also import related incident attachments and pre-existing attached PDFs from ImageTrend Version 2 Products. ImageTrend Vault cannot accept nor store data beyond the elements identified here for legacy data ImageTrend Version 2 products. ImageTrend makes no promise to accept or store data in ImageTrend Vault except as identified herein.

- ImageTrend Vault can import NEMSIS 2.2.1 standardized Legacy Data with the following limitations:

  i. NEMSIS 2.2.1 XML Legacy Data from non-ImageTrend Contractors may be imported into ImageTrend Vault provided the NEMSIS 2.2.1 XML Legacy Data is the same compatible format as the NEMSIS 2.2.1 XML Legacy Data System's State NEMSIS submission and otherwise conforming with the NEMSIS Data Dictionary v2.2.1 available at https://nemsis.org/media/nemsis_v2/documents/NEMSIS_Data_Elements_Definitions_v2.2.1.xls ("Conforming Legacy Data File"). It shall be the CLIENT and/or CLIENT Contractor's responsibility to ensure ImageTrend is supplied with a conforming NEMSIS 2.2.1 XML Legacy Data file.

  ii. As part of the ImageTrend Vault product and service package, ImageTrend shall perform a one (1) time import of Legacy data by either 1) Importing data from CLIENT's ImageTrend Version 2 Product(s) utilizing ImageTrend tools, or 2) importing a Conforming Legacy Data File. Additional uploads, corrections or modifications to uploaded data elements, or any other activity related to importing Legacy Data after

ImageTrend has completed the one-time import is out of scope. ImageTrend may or may not choose to undertake this additional work at ImageTrend's sole discretion. CLIENT shall have the option to contract ImageTrend to undertake this work per "Creation of Statements of Work" below.

Business Associate Agreement

This Business Associate Agreement ("Agreement") is made as of the date of the first signature below (the "Effective Date"), by and between the City of Santa Fe, a New Mexico municipal corporation, which is a "Hybrid Entity" under HIPAA and herein referred to as "Covered Entity," and ImageTrend, Inc. herein referred to as the "Business Associate," (collectively, the "Parties") is executed to ensure that the Business Associate will appropriately safeguard protected health information ("PHI") that is created, received, maintained, or transmitted on behalf of Covered Entity in compliance with the applicable provisions of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended and the Privacy, Security, Breach Notification, and Enforcement Rules promulgated thereunder at 45 CFR parts 160, 162, and 164 ("HIPAA Rules"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health (HITECH) Act, as amended.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References**. Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation**. Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Business Associate agrees to:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Covered Entity any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule) and any breaches of unsecured PHI as required by 45 CFR §164.410, and any security incident of which it becomes aware. Breaches of unsecured PHI shall be reported to Covered Entity without unreasonable delay but in no case later than 15 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information;

5. Make PHI in a designated record set available to Covered Entity and to an individual who has a right of access in a manner that satisfies Covered Entity's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity, or take other measures necessary to satisfy Covered Entity's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Covered Entity or an individual who has a right to an accounting within 60 days and as necessary to satisfy Covered Entity's obligations under 45 CFR §164.528;

8. To the extent that Business Associate is to carry out any of Covered Entity's obligations under the HIPAA Privacy Rule (Subpart E of 45 CFR Part 164), Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity, available to the Secretary of the Department of Health and Human Services for purposes of determining Business Associate and Covered Entity's compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Covered Entity notifies Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Covered Entity is subject to the Red Flags Rule (found at 16 CFR §681.1 *et seq.*), Business Associate agrees to assist Covered Entity in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Covered Entity's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Covered Entity agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Covered Entity of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm that may have occurred, and provide a report to Covered Entity of any threat of identity theft as a result of the incident.

12. Business Associate shall indemnify, defend, and hold harmless the Covered Entity and Covered Entity's affiliates ("Indemnified Parties"), from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorney's fees) that the Indemnified Parties may sustain as a result of, or arising out of (a) a breach of this BAA by Business Associate or its agents or Subcontractors, including but not limited to any unauthorized use, disclosure, or breach of PHI, (b) Business Associate's failure to notify any and all parties required to receive notification of any Breach of Unsecured PHI pursuant to Section 2.4, or (c) any negligence or wrongful acts or omissions by Business Associate or its agents or Subcontractors, including without limitations, failure to perform Business Associate's obligations under this BAA, the Privacy Rule, or the Security Rule.

Notwithstanding the foregoing, nothing in this Section shall limit any rights any of the Indemnified Parties may have to additional remedies under applicable law for any acts or omissions of Business Associate or its agents or Subcontractors.

C. Permitted Uses and Disclosures by Business Associate

1. Business Associate may use or disclose PHI as required by law.

2. Business Associate agrees to make uses and disclosures and requests for PHI consistent with covered entity's minimum necessary policies and procedures.

3. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

D. Termination

1. The Term of this Agreement shall be effective as of the Effective Date, and shall terminate when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. Covered Entity may terminate this Agreement if Covered Entity determines that Business Associate has violated a material term of the Agreement.

3. If either Party knows of a pattern of activity or practice of the other Party that constitutes a material breach or violation of the other party's obligations under this Agreement, that Party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

4. Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity

that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. If return or destruction is unfeasible, the protections of this Agreement will extend to such PHI.

5. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

Agreed to by:

COVERED ENTITY:
CITY OF SANTA FE
Signature: _____
Title: JAREL LAPAN HILL,CITY MANAGER
Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY McCOY, FINANCE DIRECTOR

Agreed to by:
BUSINESS ASSOCIATE:
Name: Joseph T Brown
Signature: _____
Title: President
Date: 9/17/2021

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/26/2021

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

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

PRODUCER
Marsh & McLennan Agency LLC
6160 Golden Hills Drive
Minneapolis MN 55416

CONTACT NAME: Jessica Rayman
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: Jessica.Rayman@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Hartford Casualty Insurance Company	29424
INSURER C : Travelers Cas & Surety Co of America	31194
INSURER D : Indian Harbor Insurance Company	36940
INSURER E : Steadfast Insurance Company	26387
INSURER F :	

INSURED IMAGEINC4
ImageTrend, Inc.
20855 Kensington Blvd
Lakeville MN 55044

COVERAGES **CERTIFICATE NUMBER:** 1481941318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y	Y	41UUNZT8493	6/15/2021	6/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	41HUZT7339	6/15/2021	6/15/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	41WEAB6LMI	6/15/2021	6/15/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D E C	Tech E&O and Cyber Liability Third Party Crime	Y Y	Y Y	MTP904334800 EOC414934700 107170808	6/15/2021 6/15/2021 6/15/2021	6/15/2022 6/15/2022 6/15/2022	Per Claim/Aggregate Per Claim/Aggregate Per Claim/Aggregate	3,000,000 3,000,000 1,000,000

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

Continued Coverages:
XS Tech E&O/Cyber Liability; Policy #661012301; HSB Specialty Insurance Company, NAIC #11452; Per Claim/Aggregate $3,000,000
XS Tech E&O/Cyber Liability; Policy #LHZ789811; Landmark American Insurance Company, NAIC #0012; Per Claim/Aggregate $1,000,000

This insurance is issued pursuant to the Minnesota surplus lines insurance act. The insurer is an eligible surplus lines insurer but is not otherwise licensed by the State of Minnesota. In case of insolvency, payment of claims is not guaranteed. Company B, C, D & E is subject to the statutes and regulations of surplus lines carriers.
City of Santa Fe their officials, officers, employees, and agents are Additional Insured on a primary and non-contributory basis as required by written contract or See Attached...

CERTIFICATE HOLDER

City of Santa Fe
200 Murales Road, PO Box 909
Santa Fe, NM 87504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: IMAGEINC4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	ImageTrend, Inc. 20855 Kensington Blvd Lakeville MN 55044
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

agreement limited to the General Liability coverage. A Waiver of Subrogation applies in favor of the certificate holder for General Liability with respect to work performed by the named insured for specifically referenced jobs or as required by written contract or agreement. Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: IMAGETREND, INC.
DBA: IMAGETREND, INC.

Business Location: 20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

Owner: IMAGETREND, INC.

License Number: 231192

Issued Date: September 17, 2021

Expiration Date: September 17, 2022

CRS Number: 03403732002

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

IMAGETREND, INC.
20855 KENSINGTON BLVD
LAKEVILLE, MN 55044

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

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
ImageTrend, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
20855 Kensington Blvd

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeville, MN 55044

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
4	1	–	1	9	0	3	8	7	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/13/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Signature: Andres J. Mercado (Oct 15, 2021 12:44 MDT)

Email: ajmercado@santafenm.gov

Signature: Paul Babcock (Oct 15, 2021 12:57 MDT)

Email: prbabcock@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

Request for the Approval of a Software Contract in the Total Amount of three hundred fifty-four thousand seven hundred fifty-five dollars and ninety-eight cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, (ajmercado@santafenm.gov, (505)629-6255).

Committee	**Review:**
Finance Committee:	11/01/2021
Quality of Life Committee:	11/03/2021
Governing Body Committee:	11/10/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 11/08/2021
ISSUE NO. 7a Request for the Approval of a Software Contract in the Total Amount of three hundred fifty-four thousand seven hundred fifty-five dollars and ninetyeight cents ($354,755.98) for a Comprehensive and Integrated Software Platform for Santa Fe Fire Department in Fiscal Years '22, '23, '24 and '25; ImageTrend, Inc.; Andres J. Mercado, (ajmercado@santafenm.gov, (505)629-6255). Committee Review: Finance Committee: 11/01/2021 Quality of Life Committee: 11/03/2021 Governing Body Committee: 11/10/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to forward to 11/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE DURATION OF THE MAYOR'S EMERGENCY PROCLAMATION ISSUED ON NOVEMBER 8, 2021, BY TWENTY-SIX DAYS, EXPIRING AT NOON ON DECEMBER 6, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; September 27, 2021, and November 8, 2021 (COVID-19 Proclamations II through XIII); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 93.3% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 82.5% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high, averaging between 25-35 cases per day on a 7-day rolling average according to NMDOH, requiring ongoing diligence and City response to suppress the spread of the virus[2]; and

WHEREAS, according to NMDOH data, Santa Fe County has suffered 172 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 79.8% vaccination rate among employees, an increase of nearly 5% since the last emergency proclamation was extended; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://cvprovider.nmhealth.org/public-dashboard.html
[3] https://cvprovider.nmhealth.org/public-dashboard.html

it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; and COVID-19 Proclamation XIII is attached as Exhibit M; and

WHEREAS, if not extended, Proclamation XIII would expire on November 11, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIII for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on December 6, 2021, and an extension by the Governing Body on December 8, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIII is hereby extended by twenty-six (26) days, expiring at noon on December 6, 2021, pursuant to Section 20-1.3(C).

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

_____

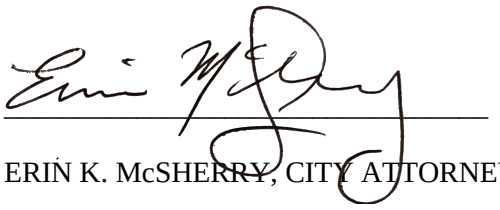
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/State of Emergency Extension XIII

EXHIBIT A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-10

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 13, 2020 BY SEVEN DAYS, PURSUANT TO SECTION 20-1.2 SFCC 1987 AND DECREASING THE PERMITTED NUMBER OF PERSONS PERMITTED TO ASSEMBLE OR GATHER IN PUBLIC PLACES.

WHEREAS, on March 13, 2020 Mayor Webber declared a state of emergency pursuant to SFCC 1987, Section 20-1.2 in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, the Declaration is attached as Exhibit A;

WHEREAS, pursuant to Section 20-1.3, the Proclamation expires at noon on the third (3rd) day after it becomes effective;

WHEREAS, the Governing Body wishes to extend the Proclamation for an additional seven (7) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by seven (7) days, expiring at

noon on March 23, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than fifty (50) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 13, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 16th day of March, 2020.

ALAN M. WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-10 State of Emergency Extension

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

EXHIBIT "A"

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa

Fe. In particular, I am taking the following actions:

I. I order the following:

a. No more than 100 persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately-owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as dining at a restaurant that happens to serve more than 100 people at a time, shopping at retail location with more than 100 customers, or entering a commercial establishment that happens to have more than 100 people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings.

c. The City Manager shall direct city employees, as applicable, to perform emergency functions;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance

Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

g. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email; and

h. The City Clerk, City Manager, and City Attorney shall prepare and post an agenda for an emergency meeting of the City Council of the City of Santa Fe for Monday, March 16, 2020, to include (i) the approval of an extension of this order for seven (7) days; (ii) an amendment to City Rules regarding use of Sick Leave, expanding its permissible use during the Public Health Emergency; and (iii) other such matters as may be needed to address the emergency in Santa Fe.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day to day activities:

a. For those at high risk (elderly and immune compromised individuals), secure 3 months of all necessary medical prescriptions;

b. Avoid contact with people who are sick;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

d. If soap and water are not available, use a hand sanitizer that contains at least 60% alcohol;

e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

g. Avoid handshaking;

h. Avoid touching your face, nose, and eyes;

i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example: tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones and other electronic devices);

j. Avoid crowds, especially in poorly ventilated spaces;

k. Avoid human-to-human contact sports and swimming pools; and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. Local businesses should offer paid sick leave whenever feasible;

[redacted]

b. Local businesses should ban non-essential travel for work;

c. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

d. Local businesses should establish capabilities for employees to work from home where feasible;

e. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

f. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

g. Residents should refrain from reselling purchases of household items for exorbitant prices;

h. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

i. Residents should sign up for Alert Santa Fe at https://www.santafenm.gov/alertsantafe; and

j. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most

vulnerable populations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at his disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 13th day of March, 2020 at the hour of 3:30 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(SEAL)

EXHIBIT B

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-13

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 23, 2020 BY SIXTY DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, the Proclamation and extension to it, Resolution 2020-10, is attached as Exhibit A and Proclamation II is attached as Exhibit B;

WHEREAS, the Governing Body wishes to extend Proclamation II for an additional sixty (60) days pursuant to Section 20-1.3(C), with the modifications described below.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on May 24, 2020, pursuant to Section 20-1.3(C) with the following modifications:

No more than ten (10) people may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. The definitions of public building and assemble or gather remain the same as described in the March 23, 2020 Declaration.

PASSED, APPROVED, and ADOPTED this 25th day of March, 2020.

ALAN WEBBER, MAYOR

ATTEST:.

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-13 State of Emergency Extension

EXHIBIT B

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY II- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the municipality, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the

State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the further spread of COVID-19 in the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in

the City on March 13, 2020 (Proclamation I);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, which was the longest period of time permitted under the City's ordinances at that time;

WHEREAS, also on March 16, the Governing Body adopted new personnel rules to allow City employees to use sick leave and administrative leave for new purposes related to the emergency;

WHEREAS, on March 18, I supplemented my initial order to prohibit evictions due to inability to pay due to the COVID-19 virus; suspend parking fee enforcement; suspend fees for transit; delay the collection of lodgers tax, but not the reporting thereof; and suspend water shut-offs for failure to pay, but not the charges for water; and

WHEREAS, the emergency I proclaimed on March 13, 2020 continues, with sixty-five (65) documented cases of COVID-19 in New Mexico and ten (10) documented cases in Santa Fe County, with an anticipated significant increase in the coming days and weeks.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, again, that an emergency exists in the City. As a result of the emergency, events have caused or are causing danger of injury or damage to

persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, such as businesses and religious, charitable, educational, or recreation locations. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use by individuals or families in the regular course of business, such as shopping at an essential retail location with more than five (5) customers, or entering an essential commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall reduce or eliminate in-person provision of City services wherever possible and direct city employees, as applicable, to

perform emergency functions;

c. All available resources of the City shall be used to address the emergency as reasonably necessary;]

d. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

e. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designee, if submitted by the signatory through the signatory's email;

f. Landlords are prohibited from evicting residential and commercial tenants who, because of the public health emergency, are unable to pay rent on time. This order does not seek to change the obligation of the tenant to pay rent;

g. Lodgers Tax will not be due during the public health emergency, but still must be reported fully and on time;

h. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

i. The requirement to pay parking fees is suspended, while restrictions on

parking locations and access rules remain in place and outstanding parking citations must be paid;

j. The requirement to pay City transit fees is suspended;

k. Short-term rental permit renewal late fees may be submitted after April 15, 2020, during the Proclaimed emergency, but must be submitted before May 15, 2020; and

l. Until May 31, 2020, recipients of parking citations issued before this Proclamation II may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled out of state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices);

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should stay at home, with the exception of essential trips such as going to buy food, getting medical prescriptions filled and supplies purchased, and to attend to other essential business;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 23rd **day of** March **, 2020 at the hour of** 1:12 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT C

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-20

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 25, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of a virus called COVID-19 (Proclamation); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor again proclaimed a state of emergency in response to the continuing Public Health Emergency, due to the continued and growing emergency (Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-1-, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13, are attached as Exhibit B; and COVID-19 Proclamation III is attached as Exhibit C; and

WHEREAS, the Governing Body wishes to extend Proclamation III for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Proclamation is hereby extended by sixty (60) days, expiring at noon on July 26, 2020, pursuant to Section 20-1.3(C) with the following modifications:

PASSED, APPROVED, and ADOPTED this 27th day of May, 2020.

ALAN WEBBER, MAYOR

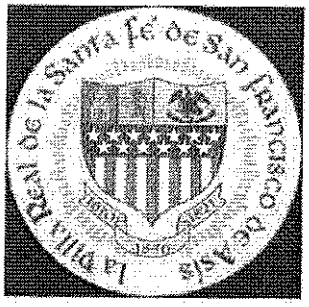
ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-20 State of Emergency 60 Day Extension III



CITY OF SANTA FE

PROCLAMATION OF EMERGENCY III- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident,

earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals infected with COVID-19 in New Mexico, including 129 cases in Santa Fe County;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act,

and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I) and March 23, 2020 (Proclamation II);

WHEREAS, on March 16, 2020, the Governing Body of the City extended Proclamation I through March 23, 2020, and on March 25, 2020, the Governing Body extended Proclamation II through May 24, 2020;

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; and May 15, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the pandemic and the City's and State's rapid and effective response to it, including the elimination of mass gatherings and implementing significant social distancing measures, have resulted in an unprecedented fiscal crisis for the City, its residents, and its businesses: a large number of residents have suffered reduced hours or job loss; the City's mom and pop stores and shops were closed to combat the spread of the virus, with great financial losses; the major businesses and markets that traditionally have catered to the tourists who flock to Santa Fe have had their revenues reduced to a trickle or their historic events have been cancelled entirely;

WHEREAS, at the time of this Proclamation, the City anticipates over a $100 million operating deficit due to reduced revenues, which is a significant proportion of the City's operating budget;

WHEREAS, as the rates of infection, hospitalization, and death from the COVID-19 pandemic begin to flatten and decrease in New Mexico, Governor Lujan Grisham and Secretary Kunkel have begun to "reopen" New Mexico, by lifting certain restrictions while requiring implementation of "COVID-19 Safe Practices"; and

WHEREAS, certain orders I previously issued remain necessary to protect life and

property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating as the State of New Mexico begins to reopen.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency and a financial emergency exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe. In particular, I take the following actions:

I. I order the following:

a. No more than five (5) persons may assemble or gather on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of

people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible

ii. directing City employees, as applicable, to perform emergency functions; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. The City Manager shall address the financial emergency by

i. identifying savings across the City's operations;

ii. making recommendations to the Governing Body regarding options for streamlining and reducing the cost of City government, including options for reduced service levels and ways as well as ways to increase City revenues; and

iii. identifying mechanisms and facilitating City collaboration with local

partners to safely reopen Santa Fe to allow activities that generate City revenues;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax will not be due during the public health emergency, but still

must be reported fully and on time;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

j. The collection of parking fees remains suspended through May 31 for on-street parking and remains suspended through June 30 for garage parking; restrictions on parking locations and access rules remain in place;

k. The collection of City transit fees is suspended;

l. Until May 31, 2020, recipients of parking citations issued before March 23, 2020 may appeal or pay citation within sixty (60) days from issuance, but they are encouraged to pay or appeal within the fifteen (15) day deadline.

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or exercising; as used here "public setting" means indoor spaces that are open to the public and outdoor spaces that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers'

markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued COVID-19 Safe Practices (CSPs), which are accessible online: www.cv.nmhealth.org/covid-safe-practices.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who flown into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;

b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;

c. Avoid contact with people who are sick;

d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds,

especially after blowing your nose, coughing, or sneezing, or having been in a public place;

f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;

g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;

h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;

i. Avoid handshaking;

j. Avoid touching your face, nose, and eyes;

k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;

c. Local businesses should ban non-essential travel for work;

d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;

e. Local businesses should establish capabilities for employees to work from home where feasible;

f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;

h. Residents should refrain from reselling purchases of household items for exorbitant prices;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and

k. Residents should identify opportunities to use technology to maintain

supportive community engagement and contact with the City's most vulnerable populations;

l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and

m. Residents should make the "Santa Fe Promise": I promise to:

> Act as if I carry the coronavirus.
> Maintain social distancing of at least six feet.
> Wear a face covering, wash my hands, use sanitizer.
> Buy from local businesses that also make this promise.
> Practice patience, compassion, empathy, connection, respect and love.
> We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 25th day of May, 2020 at the hour of 7:15 o'clock P.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT D

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-30

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 27, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution 2020-20 , are attached as Exhibit C; and COVID-19 Proclamation IV is attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation IV for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IV is hereby extended by sixty (60) days, expiring at noon on September 27, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 29th day of July 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-30 State of Emergency Extension IV

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY IV- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

EXHIBIT "D"

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II) and in a third proclamation on May 26, 2020 (Proclamation III);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 497 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation III expires on July 26, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of five (5) or more persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. adopting a policy to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall resume on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. Water shut-offs for non-payments of the bill will cease, while charges will continue to accrue and be owed;

k. The collection of City transit fees shall be reinstated, implementing COVID-19 Safe Practices (CSPs);

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating, drinking, or swimming; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: www.cv.nmhealth.org/covid-safe-practices; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine for two (2) weeks after return or arrival to New Mexico;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe

Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe; and
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico; and
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open.

Together.

n. Residents should support local businesses that take the Santa Fe Promise.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27th **day of** July, **2020 at the hour of** 3:04 **o'clock** P **M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT E

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-39

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON SEPTEMBER 28, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency that is the COVID-19 pandemic (COVID-19 Proclamation IV);

WHEREAS, on July 29th, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, Proclamation IV expired on September 27 and the Mayor again proclaimed an emergency on September 28, 2020 (Proclamation V), due to the ongoing pandemic;

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; and

WHEREAS, the Governing Body wishes to extend Proclamation V, attached as Exhibit E, for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation V is hereby extended by sixty (60) days, expiring at noon

on November 30, 2020, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 30th day of September, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-39 State of Emergency Extension V

EXHIBIT E

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY V- COVID-19

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency on March 23, 2020 in a second proclamation (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), and in a fourth proclamation on July 27, 2020 (Proclamation IV);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; and July 13, 2020,

imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 970 cases in Santa Fe County;

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation IV expired on September 27, 2020;

WHEREAS, the Centers for Disease Control (CDC) has issued guidance during the pandemic that cautions against moving or clearing encampments due to the risk of dispersing people in the community and breaking their connections with service providers; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than ten (10) persons may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building. When the State's limitations on mass gatherings permit greater numbers of persons to gather, this order shall allow the same number to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders

that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location's regular course of business, such as shopping at a retail location where there are more than ten (10) customers or entering a commercial establishment that happens to have more than ten (10) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

d. All available resources of the City shall be used to address the emergency as reasonably necessary;

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from evicting residential tenants. In addition, landlords are

prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

m. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place;

n. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public where there is not six-feet of distance between persons at all times;

o. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

p. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater, unless they have obtained a negative COVID-19 test within three (3) days before or after arrival in the state;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section

II of this Order, above, and as further described in the Santa Fe Promise, below;

b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.

We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 28th day of September, 2020 at the hour of 11:30 o'clock A .M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT F

[redacted]

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2020-44

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON NOVEMBER 30, 2020 BY SIXTY (60) DAYS, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, on May 25, 2020, the Mayor proclaimed a state of emergency in response to the continuing Public Health Emergency a third time, due to the continuing public health emergency (COVID-19 Proclamation III); and

WHEREAS, on May 27, 2020, the Governing Body extended COVID-19 Proclamation III for sixty days; and

WHEREAS, the COVID-19 pandemic has intensified in Santa Fe since Mayor Webber issued Proclamation III; and

WHEREAS, on July 27, 2020 Mayor Webber proclaimed a state of emergency for a fourth time, due to the continuing public health emergency (COVID-19 Proclamation IV);

WHEREAS, on July 29, 2020 the Governing Body extended COVID-19 Proclamation IV for sixty days; and

WHEREAS, on September 28, 2020, Mayor Webber proclaimed a state of emergency for a fifth time, due to the continuing public health emergency (COVID-19 Proclamation V);

WHEREAS, on September 30, 2020 the Governing Body extended COVID-19 Proclamation V for sixty days;

WHEREAS on November 30, Mayor Webber proclaimed a state of emergency for a sixth time, due to the continuing public health emergency (COVID-19 Proclamation VI); and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; and COVID-19 Proclamation VI is attached as Exhibit F; and

WHEREAS, if not extended, Proclamation VI would expire on December 3, 2020. The Governing Body wishes to extend Proclamation VI for an additional sixty (60) days pursuant to Section 20-1.3(C).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VI is hereby extended by sixty (60) days, expiring at noon on January 30, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of December, 2020.

ALAN WEBBER, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Resolutions/2020-44 State of Emergency Extension VI

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VI- COVID-19

November 30, 2020

WHEREAS, pursuant to SFCC 1987, Section 2-1.3, Powers and Duties of the Mayor, the Mayor has, within the City limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists in the city, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and preserve public peace and safety and, if desired, to request that the Governor of New Mexico proclaim a state of emergency pursuant to the Riot Control Act;

WHEREAS, Santa Fe City Code 1987, Section 2-16, defines "emergency" as any "occasion or instance, such as a terrorist attack, terrorist threat, civil unrest, wildland and urban fire, flood, hazardous materials spill, nuclear accident, aircraft accident, earthquake, hurricane, tornado, tropical storm, tsunami, war-related disaster, public health or medical emergency, other occurrence requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but has been found to have adapted to humans such that it is contagious and easily spread from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and

Human Services Secretary declared a public health emergency as a precautionary tool to facilitate preparation and availability of resources to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus in the nation through its support of state and community-led preparedness and response efforts;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the current outbreak of COVID-19 a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2, as an infection, a disease, a syndrome, a symptom, an injury or other threat that is identifiable on an individual or community level and that can reasonably be expected to lead to adverse health effects in the community, and that poses an imminent threat of substantial harm to the population of New Mexico;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe poses a threat to the health, safety, well-being and property of the residents of the City, including the potential loss of life, serious illness resulting from exposure to the COVID-19 virus, significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020 (Proclamation I), and I recognized the continuation of the emergency in a second proclamation on March 23, 2020 (Proclamation II), in a third proclamation on May 26, 2020 (Proclamation III), in a fourth proclamation on July 27, 2020 (Proclamation IV), and in a fifth proclamation on September 28, 2020 (Proclamation V);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020;

June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; and Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; and November 18, 2020, imposing various restrictions on activities within New Mexico;

WHEREAS, the New Mexico Department of Health continues to identify a growing number of individuals who have been infected with COVID-19 in New Mexico, including 5,053 cases in Santa Fe County as of yesterday, November 29, 2020, nearly five times the number of cases recorded on the date I issued Proclamation V (1,014);

WHEREAS, after certain restrictions were lifted in May and June, rates of COVID-19 infection increased, exceeding earlier rates of transmission;

WHEREAS, Proclamation V expired on November 29, 2020;

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve public peace and safety of the people of Santa Fe; and other orders I previously issued require updating to address the continuing pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result of these emergencies, events have caused or are causing danger of injury or damage to persons and property within the City. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events. When the State's limitations on mass gatherings permit greater numbers of persons to gather, or restrict gatherings to fewer persons, this order shall allow or restrict, as applicable, the same number to gather. As used herein,

"public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. “Assemble or gather” refers to intentional assemblies of a group of people; it does not refer to the use of a space by individuals or families in the location’s regular course of business, such as shopping at a retail location where there are more than five (5) customers or entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to weddings or funerals, shelters, or hospitals and other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments when leaving them in place furthers the purposes of this Order; and

iii. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following practices:

i. The City shall only provide in-person services to persons following COVID-Safe practices and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, and provides City employees evidence of that medical limitation, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting the employee at risk; and

iii. City employees shall participate in regular COVID-19 testing if the

City enters an agreement with the New Mexico Department of Health and New Mexico Environment Department for an exemption to Public Health Order Rapid Response COVID-19 closure protocols or if the City otherwise provides regular/surveillance testing for employees.

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to

the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets and the April 10, 2020 exceptions to those orders that I issued for use of reusable bags remain in place to the extent the orders are more restrictive than the currently effective Public Health Order:

A. The City shall not enforce its Single-Use Carryout Bags Ordinance, Section 21-8. In particular, the City shall not:

1. Penalize the use of single-use plastic bags;
2. Require the collection of $0.10/bag environmental service fee; or
3. Collect environmental service fees.

B. Grocery stores and supermarkets shall:

1. Not permit customers to bring their own reusable/"from home" bags;
2. Provide, without charging the City's environmental service fee, recyclable paper bags, compostable plastic bags, or single use plastic bags;
3. Provide access to handwashing facilities and break time for employees to wash their hands;
4. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
5. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
6. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;

7. Provide, as available, alcohol-based sanitizers in the store for customer use;

8. Implement procedures to sanitize frequent touch-points in the store throughout the day;

9. Discontinue all self-service salad bars, self-service food stations, including bulk food stations, and product tasting or sampling stands;

10. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

11. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

12. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

13. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. The November 20, 2020 orders I issued closing sports courts, including basketball courts, handball courts, and any other courts; playground equipment; athletic fields; and other shared infrastructure in City parks, remain in effect as follows:

1. All sports courts, including basketball courts, handball courts, and any other courts in the City's parks are closed to the public and may not be used;

2. All playground equipment in City parks is closed to the public and may not be used;

3. All athletic fields in City parks are closed; and

4. All other infrastructure in City parks, including skate parks, is

closed to the public and may not be used.

l. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

m. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth programs; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

n. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;

e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and

vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
   I promise to:
   Act as if I carry the coronavirus.
   Maintain social distancing of at least six feet.
   Wear a face covering, wash my hands, use sanitizer.
   Buy from local businesses that also make this promise.
   Practice patience, compassion, empathy, connection, respect and love.
   We will keep Santa Fe safe. We will keep Santa Fe open. Together.
n. Residents should support local businesses that take the Santa Fe Promise; and
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30th day of November, 2020 at the hour of 10:39 **o'clock** A **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
(S E A L)

EXHIBIT G

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-9

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JANUARY 30, 2021 BY FIFTY-SIX (56) DAYS, EXPIRING AT NOON ON MARCH 29, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; and November 30, 2021 (COVID-19 Proclamations II through VI); and

WHEREAS, on December 1, 2020 the Governing Boy extended COVID-19 Proclamation VI for sixty days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI is attached as Exhibit F; and COVID-19 Proclamation VII is attached as Exhibit G; and

WHEREAS, if not extended, Proclamation VII would expire on February 2, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VI for an additional fifty-six (56) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on March 31, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VII is hereby extended by fifty-six (56) days, expiring at noon on March 29, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 1st day of February, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic (Feb 3, 2021 11:31 MST)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-9 State of Emergency Extension VII

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY VII- COVID-19

January 30, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); and November 30, 2020 (Proclamation VI);

WHEREAS, Secretary Kunkel issued a series of Public Health Orders and Amendments on March 13, 2020; March 16, 2020; March 19, 2020; March 23, 2020; March 25, 2020; April 6, 2020; April 11, 2020; April 30, 2020; May 5, 2020; May 15, 2020, May 27, 2020; June 1, 2020; June 12, 2020; June 15, 2020; June 30, 2020; July 13, 2020, July 30, 2020; August 28, 2020; September 3, 2020; and September 18, 2020; Acting NMDOH Cabinet Secretary Billy Jimenez issued additional Public Health Orders and Amendments on October 16, 2020; October 22, 2020; November 5, 2020; November 13, 2020; November 18, 2020; November 30, 2020; December 2, 2020; and December 9, 2020; and Secretary-Designate Tracie C. Collins issued additional Public Health Orders and Amendments on December 15, 2020; December 23, 2020; December 30, 2020; and January 8, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,064 cases in Santa Fe County as of yesterday, November 29, 2020, nearing twice the number of cases recorded on the date I issued

Proclamation VI (5,053);

WHEREAS, since my last proclamation, several new variants of the COVID-19 virus have been identified that have a higher infection rate, which results in the virus causing more illness and deaths per capita;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 114 Santa Fe County residents have died from COVID-19 infections as of January 29, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow" or "Green", depending upon their COVID-19 positivity rates and infection rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, despite recent improvements in infection and positivity rates, Santa Fe County remains classified as "Red";

WHEREAS, since my last proclamation, the first COVID-19 vaccines were authorized for experimental use in the United States and approximately 250,000 doses have been administered in New Mexico;

WHEREAS, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for both of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue for several months;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases,

while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VI expired at noon today, January 30, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections

20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. Gatherings of greater than five (5) persons, or ten (10) or more vehicles, may not take place on the public streets, public parks, or other open areas, either public or private, or in any public building for coordinated events while Santa Fe County is classified as "Red" under the State's public health order. When Santa Fe County's NMDOH "Red to Green" status changes to Yellow or Green, this order shall allow or restrict, as applicable, the number of persons and vehicles permitted under the State's limitations for that level of risk to gather. As used herein, "public" means a place used for a public purpose or as a place of public gathering, owned or under the control of the City and privately owned properties that are open to the public, other than in religious and educational buildings as permitted pursuant to State orders that are in place. "Assemble or gather" refers to intentional assemblies of a group of people; it does not refer to the use of a space by five or more individuals or by families in a location's regular course of business. That is, this prohibition does not restrict a person from shopping at a retail location where there are already more than five (5) customers or from entering a commercial establishment that happens to have more than five (5) people present at that time. This prohibition also does not apply to shelters, hospitals, or other healthcare settings;

b. The City Manager shall address the public health emergency by

i. reducing or eliminating in-person provision of City services wherever possible;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the implementation of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. All available resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Should the City's temporary administrative and sick leave authorized pursuant to Resolution No. 2020-11 and the City Manager's existing administrative leave authority not be sufficient to implement the New Mexico Department of Health's recommended quarantining time periods for close contacts, positive cases, and/or to allow the care of family members who are at home due to the limitations imposed under the declared emergency, the City Manager shall provide administrative leave up to the permitted hours and pursuant to the other limitations that were permitted under the federal leave benefits that expired on December 31, 2020 under the Families First Coronavirus Response Act (FFCRA), including Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA); and

iv. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during the work day, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a

COVID-19 vaccine and the associated booster shot shall be exempt from testing requirements two weeks after receipt of their booster shot;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?

iii. Have you been tested for COVID-19 and are waiting to receive test results?

iv. In the past 14 days, have you traveled outside the state or country?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening

to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will continue to accrue and be owed;

j. The April 6, 2020 orders I issued regarding grocery stores and super markets remain in place, except that, beginning on February 7, 2021, the City shall again enforce its Single-Use Carryout Bags Ordinance, Section 21-8, in relation to in-store purchases from grocery stores and super markets.

i. Beginning immediately, stores must permit customers to use reusable bags, but may require customers to pack the bags the customers are reusing.

ii. To the extent that the following orders are more restrictive than the current effective Public Health Order, grocery stores and supermarkets shall:

1. Provide access to handwashing facilities and break time for employees to wash their hands;
2. Provide customers access to restrooms for hand washing, if possible, without causing other risks to customers or employees;
3. Disinfect handles of all shopping carts and baskets in between uses or provide customers access to disinfecting options, as accessible, at the point or points of entry;
4. Provide disinfecting wipes, as available, at cash registers and other high-touch points in the store;
5. Provide, as available, alcohol-based sanitizers in the store for customer use;
6. Implement procedures to sanitize frequent touch-points in the store throughout the day;
7. Discontinue all self-service salad bars, self-service food

stations, including bulk food stations, and product tasting or sampling stands;

8. Designate employees or use management personnel to ensure that stores follow the Center for Disease Control's cleaning guidelines; implement procedures to ensure that both customers and employees remain at least six (6) feet apart, including "social distancing lines" that begin six (6) feet from checkout counters; and monitor social distancing and assist customers in practicing social distancing in the stores;

9. "Meter" the number of customers in the store at any one time, limiting the number to no more than thirty percent (30%) of the facility's listed fire capacity or a number that allows for a six (6) foot radius between all customers when considering all infrastructure in the facilities, by designating staff, management personnel, or contractors to count the number of customers entering and leaving the store and to enforce the limits;

10. Mark off six (6) foot distances between waiting spaces where lines form, both inside and outside the store; and

11. Provide exclusive hours for self-identified high-risk populations and limit entrances during those special shopping hours to twenty-five percent (25%) of maximum occupancy levels.

k. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

l. Retail; restaurants; office and call centers; grocery stores and farmers' markets; youth sports and programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; and medical providers and other industries shall comply with

the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. For those who have traveled into New Mexico from out of the state or out of the country, self-quarantine as required in the Executive Order in place at the time of return to the State. Currently that Order requires a fourteen (14) day self-quarantine when an individual returns to New Mexico from a State or Country with a positive test rate of greater than a seven-day rolling average of 80 per 100,000 individuals or five percent (5%) or greater and advises such a quarantine after return from a state with a positivity rate lower than 80 per 100,000 or 5 percent or greater;
b. For those at high risk (elderly and immune compromised individuals), secure three (3) months of all necessary medical prescriptions;
c. Avoid contact with people who are sick;
d. Practice "social distancing", by maintain six (6) feet between yourself and others;
e. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
f. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
g. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
h. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
i. Avoid handshaking;
j. Avoid touching your face, nose, and eyes;
k. Clean and disinfect your home to remove germs: practice routine

cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and

l. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should ban non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children while the schools are closed;
e. Local businesses should establish capabilities for employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
l. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
m. Residents should make the "Santa Fe Promise" at

https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

n. Residents should support local businesses that take the Santa Fe Promise;
o. Residents should download the NOVID phone application, which allows for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
p. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
q. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 30 day of January, 2021 at the hour of_____ o'clock __.M. (MDT).

_

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Jan 30, 2021 12:05 MST)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT H

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-19

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MARCH 29, 2021 BY FIFTY-FOUR (54) DAYS, EXPIRING AT NOON ON MAY 24, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency four times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, and January 20, 2021 (COVID-19 Proclamations II through VII); and

WHEREAS, on February 1st, 2021 the Governing Boy extended COVID-19 Proclamation VII for fifty-six days; and

WHEREAS, while vaccine distribution has begun since Mayor Webber issued Proclamation VI, supply of the vaccine is currently limited and inoculation to levels that will provide herd immunity will take months to implement; and

WHEREAS, COVID-19 infections continue to spread and new, more infectious variants have emerged; and

WHERES, at least one of the more infectious variants has been detected in New Mexico, requiring ongoing diligence and City response to suppress the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; and COVID-19 Proclamation VIII is attached as Exhibit H;

and

WHEREAS, if not extended, Proclamation VIII would expire on April 1, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation VIII for an additional fifty-four (54) days pursuant to Section 20-1.3(C), an extension timeline that will allow, if needed, reissuance by the Mayor and extension by the Governing Body on May 26, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation VIII is hereby extended by fifty-four (54) days, expiring at noon on May 24, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 31st day of March, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

Kristine Mihelcic (Apr 2, 2021 12:21 MDT)

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-19 State of Emergency Extension VIII

EXHIBIT H

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY VIII- COVID-19
March 29, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); and January 30, 2021 (Proclamation VII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 38 of them, beginning on March 13, 2020; , with the most recent issued on March 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 9,834 cases in Santa Fe County as of March 28, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 142 Santa Fe County residents have died from COVID-19 infections as of March 28, 2021;

WHEREAS, the State's public health order is now structured to classify counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, and the continuity of those rates;

WHEREAS, as counties lower their positivity rates and infection rates, they move from Red to Yellow to Green and, as the risk of virus spread declines, restrictions are also reduced on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, if a county remains within the positivity rates and infection rates of the Green level for the two weeks after being classified as Green, it becomes classified "Turquoise", lifting COVID-19 restrictions significantly;

WHEREAS, Santa Fe County recently became classified as "Green", then "Turquoise";

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs in the County may operate with 33% indoor capacity, and recreation centers and large event centers in the County may operate at 50% capacity;

WHEREAS, if Santa Fe's positivity or infection rates fall below the Green level, the County will fall two levels, to the "Yellow" category, with significantly restricted gatherings and business operations;

WHEREAS, while reopening steps are positive for the County's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, three COVID-19 vaccines have now been authorized for experimental use in the United States and more than 1 million doses have been administered in New Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second shot, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, current demand for all three of the vaccines far exceeds their availability, and that imbalance between supply and demand is expected to continue through at least April and May;

WHEREAS, on a population level, the efficacy of the vaccines on infection rates is improved if the vaccine is administered when the local infection rate is lower: 95% prevention of infection for 100 cases that would otherwise occur results in 5 cases, while 95% prevention of 1000 cases that would otherwise occur results in 50 cases;

WHEREAS, COVID-19 testing is now readily available for free for those with or without symptoms and for those with or without known exposures;

WHEREAS, recently, local COVID-19 test results often come back within 48 hours;

WHEREAS, free, at-home COVID-19 saliva tests are available for New Mexicans from "https://learn.vaulthealth.com/nm/";

WHEREAS, regular, surveillance testing for COVID-19 helps to suppress the infection rate by notifying asymptomatic persons who test positive that they need to quarantine;

WHEREAS, increased, regular testing of asymptomatic persons also improves the positivity rate by increasing the likelihood that there will be more tests with a negative result;

WHEREAS, many City employees are unable to telework and they are, therefore, at risk of spreading the virus to others and contracting the virus while working;

WHEREAS, a number of the City's firefighters are trained to test for COVID-19 and other City employees could be trained to assist with implementing regular, surveillance testing;

WHEREAS, Proclamation VII expired at noon today, March 29, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and

certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions, except that, inside City-owned buildings, gatherings for events shall be limited to 150 while Santa Fe County is classified as "Turquoise", shall decrease to 10 if the County's classification becomes Yellow, and return to 20 if the County's classification subsequently returns to Green. The City's Convention Center may increase its occupancy to the State's event center occupancy levels beginning May 6, if the County's classification remains Turquoise or the equivalent;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities gradually and in a safety-conscious manner, and as City employees have the opportunity to get vaccinated, as long as local infection rates continue to remain in the Green levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments,

other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following COVID Safe Practices (CSPs) and requirements, including wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. Upon availability and notice, City employees shall participate in regular/surveillance testing provided by the City, during their scheduled work days, as follows:

A. Employees who cannot telework a majority of their time shall be tested on at least an every-other-weekly basis;

B. Employees who telework a majority of their time shall be tested or shall self-administer an at-home test on at least a monthly basis;

C. Employees who only telework from home are encouraged but not required to get tested on a regular basis; and

D. Employees who provide the City's Human Resources Department documentation that they have received a COVID-19 vaccine and the associated booster shot, if applicable, shall be exempt from testing requirements beginning the month when two weeks have lapsed after receipt of their booster shot or two weeks after the vaccine administration, if there is not a booster shot for the vaccine;

d. Before entering City facilities, members of the public must wear a facial covering and they shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or

difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?
ii. In the past 14 days, have you had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person?
iii. Have you been tested for COVID-19 and are waiting to receive test results?
v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

e. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

f. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

g. Until the New Mexico Supreme Court lifts its injunction, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages discussions of payment plans between landlords and tenants;

h. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

i. The moratorium on water shut-offs will continue, while charges will

continue to accrue and be owed;

j. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

j. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age, all individuals shall wear a mask or facial covering in public settings except when eating or drinking; as used here "public setting" means places that are open to the public;

k. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

l. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following precautions in their day-to-day activities:

a. Avoid contact with people who are sick;
b. Practice "social distancing", by maintain six (6) feet between yourself and others;

c. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
d. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
e. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
f. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
g. Avoid handshaking;
h. Avoid touching your face, nose, and eyes;
i. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices); and
j. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;

j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:
I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors should regularly obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 29 **day of** March**, 2021 at the hour of** 4 **o'clock** P **.M. (MDT).**

_____

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic (Mar 29, 2021 16:33 MDT)

_____

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT I

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-31

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON MAY 24, 2021 BY FORTY-SEVEN (47) DAYS, EXPIRING AT NOON ON JULY 12, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020, the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency seven times in response to the continuing public health on May 25, 2020, July 27, 2020, September 28, 2020; November 30, 2021, January 20, 2021, March 29, 2021, and May 24, 2021 (COVID-19 Proclamations II through VIII); and

WHEREAS, in Santa Fe County, at least 72.2% of eligible residents ages 16 or older have had at least one dose of a COVID-19 vaccine and at least 60.6% are fully vaccinated; and

WHEREAS, COVID-19 infections continue to spread, and the current 7-day rolling average of cases in Santa Fe County is 18, up from 10 when the last emergency proclamation was extended; and

WHERES, several of the more infectious variants, including one from the United Kingdom and on from California, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extended it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H, and COVID-19 Proclamation IX is attached

as Exhibit I; and

WHEREAS, if not extended, Proclamation IX would expire on May 27, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation IX for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on July 12th, 2021 and an extension by the Governing Body on July 14, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation IX is hereby extended by forty-seven (47) days, expiring at noon on July 12, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 26th day of May, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-31 State of Emergency Extension IX

EXHIBIT I

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY IX- COVID-19
May 24, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") that had not previously circulated in humans, but that is contagious and easily spreads from one person to another and one country to another;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency to assure that the federal government had appropriate resources to combat the spread of the COVID-19 virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared in Executive Order 2020-004 that a Public Health Emergency exists in New Mexico under the Public Health Emergency Response Act, and invoked the All Hazards Emergency Management Act by directing all cabinets, departments, and agencies to comply with the directives of the declaration and the further instructions of the Department of Health;

WHEREAS, on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance as defined in the New Mexico Public Health Act, NMSA 1978, Section 24-1-2;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); and March 29, 2021 (Proclamation VIII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and current Secretary Tracie C. Collins have issued a series of Public Health Orders and Amendments, approximately 43 of them, beginning on March 13, 2020 ,with the most recent issued on May 14, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,379 cases in Santa Fe County as of May 21, 2021;

WHEREAS, since my last proclamation, the new variants of the COVID-19 virus, at least some with higher infection rates, have continued to spread;

WHEREAS, at least two instances of one of the known, more infectious variants were recently detected in New Mexico;

WHEREAS, 146 Santa Fe County residents have died from COVID-19 infections as of May 21, 2021;

WHEREAS, Santa Fe County, and all other Counties but one, are classified as "Turquoise" under the State's updated public health order that classifies counties as "Red", "Yellow", "Green", or "Turquoise" depending upon their COVID-19 positivity rates, infection rates, vaccination rates, and the continuity of those rates, demonstrating decreased positivity rates and infection rates, and increased vaccination rates, allowing fewer restrictions on indoor dining, retail occupancy, and the size of gatherings;

WHEREAS, with the Turquoise classification, gatherings of 150 persons are permitted, bars and clubs may operate with 33% indoor capacity, and recreation centers and large event centers may operate at 50% capacity;

WHEREAS, the State Public Health Order issued on April 28th, 2021, provides that counties classified as Turquoise will be Turquoise for at least two, two-week periods in a row, making Turquoise a "sticky" classification;

WHEREAS, Santa Fe's infection rate of 2.88% and vaccination rate of 60.6% are well within the ranges required for the State's Turquoise classification, 7.5% and 45% (to be increased by 5% every other week), respectively;

WHEREAS, Santa Fe's positivity rate of 8.8/100,000, however, is relatively close to the State's Turquoise criteria of 10/100, 0000;

WHEREAS, numerous counties risk reclassification into a more restrictive category on June 2, 2021, based on their rates being outside the State's required Turquoise levels on May 17, 2021;;

WHEREAS, since early April, most schools and children's programs have returned to in-person classes and programming;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 1,881,000 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New

Mexico;

WHEREAS, for two of the three vaccines, two doses of the vaccines, administered several weeks apart, and a waiting period following the second dose, are needed to achieve the vaccines' approximate 95% efficacy rate;

WHEREAS, the vaccines are now readily available to persons ages 12 or older, but demand has decreased significantly over the last few weeks due to vaccine hesitancy;

WHEREAS, the Centers for Disease Control (CDC) recently updated its facial covering guidance for outdoor activities for all persons and for indoor activities for vaccinated persons, no longer recommending that facial coverings be used in most outdoor settings and no longer recommending that vaccinated persons wear facial coverings in most indoor settings, recognizing the efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, Proclamation VIII expired at noon today, May 24, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to

persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. This order shall allow or restrict, as applicable, the number of persons and vehicles permitted to assemble or gather under the State's mass gathering limitations and exceptions; City facilities shall accommodate public use up to the State's permitted occupancies to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs);

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to remain in the Turquoise levels or lower and City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health risks, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. The City shall only provide in-person services to persons who are following applicable CSPs and requirements and wearing a facial covering;

ii. If a member of the public requiring services has a medical reason to

not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees at risk;

iii. City employees who are not vaccinated are encouraged, but not required, to get tested on a regular basis;

d. When inside the publically accessible areas of City facilities, and when engaging in direct, in-person services to members of the public outdoors, employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. Lodgers' Tax payments shall continue on a monthly basis and payments previously delayed during the public health emergency shall be submitted during Fiscal Year 2021, along with future payments; at least one quarter of the delayed amount shall be paid by the end of each quarter of Fiscal Year 2021;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, while charges will continue to accrue and be owed;

l. In situations in which compliance with COVID-19 Safe Practices (CSPs) would result in higher per-person fees in City-owned recreation facilities, the associated fee shall be reduced proportionately to allow compliance without increased fees;

m. Unless a healthcare provider instructs otherwise or the State exempts a person from wearing a facial covering for a reason such as age,

i. persons in Santa Fe must wear a facial covering in health care settings, including but not limited to hospitals, long-term care

facilities, and doctors' offices; public transit; homeless shelters, and as required by federal and state, laws, rules, and regulations;

ii. local businesses and employers may require facial coverings for clients, employees, and customers; and

iii. unvaccinated persons must wear facial coverings in indoor public settings and when attending outdoor ticketed public events, such as concerts and sporting events.

These requirements apply except when persons are eating or drinking. As used here, "public setting" means places that are open to the public;

n. Retail; restaurants and bars; office and call centers; grocery stores and farmers' markets; youth club sports; youth programs; intercollegiate sports; professional sports; manufacturing, warehouse, and food production; hotels, resorts and lodging; golf courses; tour operators; houses of worship; farms, ranches and dairy producers and processors; veterinarians and animal care facilities; construction and field operations; automobile dealerships and services; salons, spas, tattoo parlors and related services; gyms; drive-in events; museums and cultural institutions; youth livestock shows; agritourism establishments; ski areas; recreational facilities; and entertainment venues; and medical providers and other industries shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

o. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
b. Seek relief funds for overdue rent and utilities payments. Available sources include the following:

i. For rent and/or mortgage assistance, from the following sources:
    1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
    2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org

ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

c. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
d. Avoid contact with people who are sick;
e. Practice "social distancing", by maintain six (6) feet between yourself and others;
f. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
g. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
h. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
i. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
j. Avoid handshaking;
k. Avoid touching your face, nose, and eyes;
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell

phones, and other electronic devices); and

m. Avoid all non-essential travel, including plane trips and cruise ships.

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above, and as further described in the Santa Fe Promise, below;
b. Local businesses should offer paid sick leave whenever feasible;
c. Local businesses should limit non-essential travel for work;
d. Local businesses should, when feasible, allow employees to take leave to care for children when schools are closed;
e. Local businesses should continue to allow employees to work from home where feasible;
f. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
g. Residents should refrain from hoarding household and medical supplies, such as water, sanitizer, diapers, non-perishable food items, and toilet paper;
h. Residents should refrain from reselling purchases of household items for exorbitant prices;
i. Businesses should refrain from price gouging of supplies;
j. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
k. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
l. Residents should identify opportunities to use technology to maintain supportive community engagement and contact with the City's most vulnerable populations;
m. Residents who have lost their jobs due to the economic aftershock of the COVID-19 virus should immediately apply for and take the steps necessary to begin to receive unemployment benefits through the State of New Mexico;
n. Residents should make the "Santa Fe Promise" at https://www.santafenm.gov/promise:

I promise to:

Act as if I carry the coronavirus.
Maintain social distancing of at least six feet.
Wear a face covering, wash my hands, use sanitizer.
Buy from local businesses that also make this promise.
Practice patience, compassion, empathy, connection, respect and love.
We will keep Santa Fe safe. We will keep Santa Fe open. Together.

o. Residents should support local businesses that take the Santa Fe Promise;
p. Residents should download the NOVID and NM Notify phone applications, which allow for user alerts of their actual or potential exposure to individuals who have a positive COVID-19 test within a relevant time period, without either collecting or disclosing the users' personal identifying information or locations;
q. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly; and
r. Residents and visitors who have symptoms or know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 24 day of May, 2021 at the hour of 5 o'clock P.M. (MDT).

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

EXHIBIT J

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-40

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE STATE OF EMERGENCY AS PROCLAIMED BY THE MAYOR ON JULY 12, 2021 BY TWENTY-SIX (26) DAYS, EXPIRING AT NOON ON AUGUST 9, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency eight times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; and July 12, 2021 (COVID-19 Proclamations II through X); and

WHEREAS, in Santa Fe County, at least 81.2% of eligible residents ages 16 or older have had at least one does of a COVID-19 vaccine and at least 72.4% are fully vaccinated; and

WHEREAS, several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; and COVID-19 Proclamation X is attached as Exhibit J; and

WHEREAS, if not extended, Proclamation X would expire on July 15, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation X for an additional twenty-six (26) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on August 9, 2021 and an extension by the Governing Body on August 11, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation X is hereby extended by twenty-six (26) days, expiring at noon on August 9, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 14th day of July, 2021.

ALAN WEBBER, MAYOR

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 20, 2021 10:20 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-40 State of Emergency Extension X

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY X- COVID-19

July 11, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); and May 24, 2021 (Proclamation IX);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, and former Secretary Tracie C. Collins, issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on June 30, 12021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,642 cases in Santa Fe County as of June 6, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 151 Santa Fe County residents have died from COVID-19 infections as of June 6, 2021;

WHEREAS, while reopening steps are positive for the City's economy, they also increase the risk of infection for unvaccinated persons;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico;

WHEREAS, Centers for Disease Control (CDC) no longer recommends facial coverings for outdoor activities and it no longer recommends facial coverings for

vaccinated persons in indoor settings, recognizing the high efficacy of vaccination and the unlikelihood of outdoor transmission;

WHEREAS, unvaccinated persons continue to face a significant risk of infection, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, while New Mexico leads the nation in percent decreases in COVID in the last 14 days, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the more contagious Delta variant;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, Proclamation IX expired at noon today, July 12, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use to the extent possible while maintaining the applicable COVID-Safe Practices (CSPs) and as not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. increasing in-person City services and access to facilities in a safety-conscious manner, as long as local infection rates continue to decrease and as long as City employee rates remain near zero;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons who are following applicable CSPs and requirements and wearing a facial covering may enter City facilities

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees who are not vaccinated shall be encouraged, but not required, to get tested on a regular basis.

d. When inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

e. Employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

f. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

g. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

h. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

i. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. In addition, landlords are prohibited from evicting commercial tenants who are unable to pay rent on time because, due to the public health emergency, they have been prohibited from opening to the public. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

j. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

k. Unless a healthcare provider instructs otherwise,

> i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and
>
> ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, advocating that their place of business follow CSPs, or reporting non-

compliance with CSPs.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, San Isidro Catholic Church, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;

ii. Avoid handshaking; and
iii. Avoid all non-essential travel, including plane trips and cruise ships.

g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

III. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;

i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors who have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
m. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

IV. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

V. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 12 **day of** July**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 15:43 MDT)

KRISTINE MIHELCIC, CITY CLERK

(S E A L)

Exhibit K

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XI- COVID-19

August 9, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); and July 11, 2021;

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., issued a series of Public Health Orders and Amendments, approximately 45 of them, beginning on March 13, 2020, with the most recent issued on July 30, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 10,939cases in Santa Fe County as of August 4, 2021;

WHEREAS, since my last proclamation, new variants of the COVID-19 virus, with higher infection rates, have continued to spread and the most infectious variants known are being transmitted in New Mexico;

WHEREAS, 153 Santa Fe County residents have died from COVID-19 infections as of August 4, 2021;

WHEREAS, while the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,203,856 doses of the three COVID-19 vaccines authorized for experimental use in the United States have been administered in New Mexico, but rates of vaccination have decreased significantly over the course of the

last few months;

WHEREAS, Centers for Disease Control (CDC) recommends that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside again, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Santa Fe County residents have a 74% vaccination rate among adults;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases, particularly of the Delta Variant;

WHEREAS, the CDC currently classifies Santa Fe County as having a "Substantial" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines is unclear and we do not yet know when and whether boosters should be required;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds have been difficult for some residents to access who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires adherence to COVID-Safe Practices (CSPs), which require employers to follow the CDC's recommendations

regarding wearing facial coverings;

WHEREAS, after a period with few or no employees with positive COVID tests, there have recently been 5 employees with positive COVID-19 tests;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation X expired at noon today, August 9, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the

applicable COVID-Safe Practices (CSPs) when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and begin increasing in-person services again when local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order; and

iv. working with the Human Resources Department to issue policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate.

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as

confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. When the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present (with or without an appointment) and areas the public may enter without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test

results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and the federal government lifts its moratorium, and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages tenants to seek relief funds and discussions of payment plans between landlords and tenants;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers.

l. Businesses and non-profits shall comply with the State-issued CSPs to the

extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination status is unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico,

Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. If utilities payments are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible,

preferably vaccination before arrival and testing for unvaccinated participants;

e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing

Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 9 **day of** August**, 2021 at the hour of** 3 **o'clock** P**.M. (MDT).**

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ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Aug 9, 2021 15:52 MDT)

KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-47

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON AUGUST 9, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON SEPTEMBER 27, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021, and August 9, 2021 (COVID-19 Proclamations II through XI); and

WHEREAS, in Santa Fe County, at least 83.6% of eligible residents ages 18 or older have had at least one does of a COVID-19 vaccine and at least 74.9% are fully vaccinated; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations are increasing again as several of the more infectious variants, including the Delta variant, have been detected in New Mexico, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, New Mexico has seen a rapid rise in positive cases as a result of the highly infectious nature of the Delta variant, with most cases and hospitalizations occurring among the unvaccinated; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44 are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution

No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, and COVID-19 Proclamation XI is attached as Exhibit K; and

WHEREAS, if not extended, Proclamation XI would expire on August 12, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XI for an additional forty-seven (47) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on September 27th, 2021, and an extension by the Governing Body on September 29th, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XI is hereby extended by forty-seven (47) days, expiring at noon on September 27, 2021, pursuant to Section 20-1.3(C).

PASSED, APPROVED, and ADOPTED this 11th day of August, 2021.

ALAN WEBBER, MAYOR

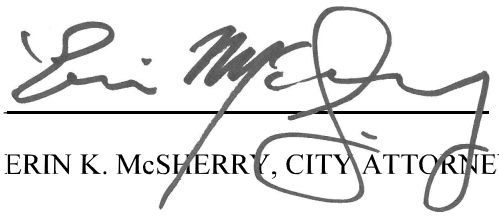
ATTEST:

Kristine Mihelcic

Kristine Mihelcic (Aug 16, 2021 18:33 MDT)

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-47 State of Emergency Extension XI

EXHIBIT L

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XII- COVID-19
September 27, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health

Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July 27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); and August 9, 2021 (Proclamation XI);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued

a series of Public Health Orders and Amendments, approximately 50 of them, beginning on March 13, 2020, with the most recent issued on September 15, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, a growing number of individuals have been infected with COVID-19 in New Mexico, including 12,201 cases in Santa Fe County as of September , 2021;

WHEREAS, since my last proclamation, the Delta variant of the COVID-19 virus, has become the primary variant being transmitted in New Mexico;

WHEREAS, 165 Santa Fe County residents have died from COVID-19 infections as of September 24, 2021;

WHEREAS, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population, **and** recent studies show that the variant known as the "Delta Variant" is also significantly more likely to spread within the vaccinated population than previously known variants;

WHEREAS, more than 2,536,234 doses of the three COVID-19 vaccines the Food and Drug Administration has either authorized with full approval or for experimental use in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, Centers for Disease Control (CDC) continues to recommend that, in counties with "High" or "Substantial"

contagion risk, vaccinated persons wear facial coverings inside, due to the new study regarding the higher contagion of, and transmission by, vaccinated persons by the Delta Variant;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, Over eighty percent (80.4%) of eligible Santa Fe residents have completed a vaccination series and over ninety percent (90.5%) have had at least one shot;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on cases per 100,000 persons and test positivity rates;

WHEREAS, the duration of effectiveness of vaccines may be decreasing for at least some populations and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, shortly before my last proclamation there were 5 employees with positive COVID-19 tests, but since that time there have been many more;

WHEREAS, as a result of my last order's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to more than seventy-five percent (75%);

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XI expired at noon today, September 27, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs)

and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;

ii. directing City employees, as applicable, to perform emergency functions;

iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;

iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with

anyone that you know had COVID-19 or COVID-like symptoms? “Close contact” includes being 6 feet or closer for more than 15 minutes with the person. or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory’s email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and

tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. Further, based on the recommendations of the Centers for Disease Control, National Institutes of

Health, and other governmental, medical, and public health experts, I strongly recommend that all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. In addition, I advise residents and visitors to the City to take the following actions and/or precautions:

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent

Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;

d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as elevator buttons, door handles, and handrails;
j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and

l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without

compromising other advisories, patronize and shop at local businesses, merchants, and vendors;

j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 27 **day of** September**, 2021 at the hour of** 3 **o'clock** P **.M. (MDT).**



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-51

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

EXTENDING THE EMERGENCY PROCLAMATION DECLARED BY THE MAYOR ON SEPTEMBER 27, 2021, BY FORTY DAYS, EXPIRING AT NOON ON NOVEMBER 8, 2021, PURSUANT TO SECTION 20-1.3(C) SFCC 1987.

WHEREAS, on March 13, 2020, Mayor Webber proclaimed a state of emergency in response to the Public Health Emergency that is the rapid spread of an infection called COVID-19 (COVID-19 Proclamation I); and

WHEREAS, on March 16, 2020 the Governing Body voted to extend Mayor Webber's Proclamation, pursuant to SFCC 1987, Section 20-1.3(C); and

WHEREAS, on March 23, 2020 the Mayor proclaimed a state of emergency a second time in response to the continuing Public Health Emergency, due to the continued and growing emergency (COVID-19 Proclamation II); and

WHEREAS, on March 25, 2020 the Governing Body adopted amendments to Section 20-1.3 SFCC 1987 that allow the Governing Body to extend the proclamation of emergency by up to sixty (60) days in the event a public health emergency has been declared by the New Mexico

Department of Health; and

WHEREAS, the public health emergency declared by the New Mexico Department of Health continues; and

WHEREAS, subsequent to the Governing Body's amendments to Section 20-1.3, the Mayor has proclaimed a state of emergency nine times in response to the continuing public health emergency on May 25, 2020; July 27, 2020; September 28, 2020; November 30, 2020; January 20, 2021; March 29, 2021; May 24, 2021; July 12, 2021; August 9, 2021; and September 27, 2021 (COVID-19 Proclamations II through XII); and

WHEREAS, in Santa Fe County, at least 90.5% of eligible residents ages 18 or older have had at least one dose of a COVID-19 vaccine and at least 80.4% are fully vaccinated, nearly 20 percentage points more than New Mexico as a whole; and

WHEREAS, despite the County's high vaccination rate, instances of positive cases and hospitalizations remain high as the highly infections Delta variant accounts for nearly all of the positive cases throughout the State, requiring ongoing diligence and City response to suppress the spread of the virus; and

WHEREAS, as a result of Proclamation XI and its associated Emergency Orders, the City of Santa Fe reached a 75% vaccination rate among employees – an increase from 50% five weeks prior – and five percentage points higher than the State as a whole; and

WHEREAS, the COVID-19 Proclamation I and the resolution extending it, Resolution No. 2020-10, are attached as Exhibit A; COVID-19 Proclamation II and the resolution extending it, Resolution No. 2020-13 are attached as Exhibit B; COVID-19 Proclamation III and the resolution extending it, Resolution No. 2020-20, are attached as Exhibit C; COVID-19 Proclamation IV and the resolution extending it, Resolution No. 2020-30 are attached as Exhibit D; COVID-19 Proclamation V and the resolution extending it, Resolution No. 2020-39 are attached as Exhibit E; COVID-19 Proclamation VI and the resolution extending it, Resolution No. 2020-44

are attached as Exhibit F; COVID-19 Proclamation VII and the resolution extending it, Resolution No. 2021-9 are attached as Exhibit G; COVID-19 Proclamation VIII and the resolution extending it, Resolution No. 2021-19 are attached as Exhibit H; COVID-19 Proclamation IX and the resolution extending it, Resolution No. 2021-31 are attached as Exhibit I; COVID-19 Proclamation X and the resolution extending it, Resolution No. 2021-40 is attached as Exhibit J, COVID-19 Proclamation XI and the resolution extending it, Resolution No. 2021-47 is attached as Exhibit K; and COVID-19 Proclamation XII is attached as Exhibit L; and

WHEREAS, if not extended, Proclamation XII would expire on September 30, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XII for an additional forty (40) days pursuant to Section 20-1.3(C), an extension that will allow, if needed, reissuance of a proclamation by the Mayor on November 8, 2021, and an extension by the Governing Body on November 10, 2021, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XII is hereby extended by forty (40) days, expiring at noon on November 8, 2021, pursuant to Section 20-1.3(C).

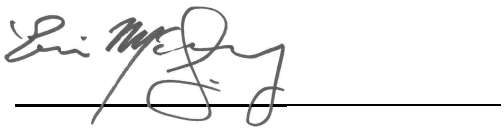
PASSED, APPROVED, and ADOPTED this 29th day of September, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-51 State of Emergency Extension XII

EXHIBIT M

CITY OF SANTA FE

PROCLAMATION OF EMERGENCY XIII - COVID-19

November 8, 2021

WHEREAS, pursuant to Santa Fe City Code (SFCC) 1987, Section 2-1.3, "Powers and Duties of the Mayor," the Mayor has, within the city limits, the power conferred on the sheriffs of counties to suppress disorders and keep the peace;

WHEREAS, the City's Emergency Declaration Ordinance, Section 20-1, authorizes the Mayor to proclaim that a state of emergency exists, after consultation with the emergency manager, chief of police, and/or fire chief;

WHEREAS, such an emergency proclamation allows the Mayor to prohibit and/or require certain actions to protect life and property and to preserve public peace and safety;

WHEREAS, SFCC 1987, Section 2-16, defines "emergency" to include a "public health or medical emergency" and other occurrences "requiring an emergency response, or any other condition that warrants action to protect life, property, or the environment";

WHEREAS, on January 30, 2020, the World Health Organization announced the emergence of a novel Coronavirus Disease 2019 (referred to as "COVID-19") and on January 31, 2020, the United States Department of Health and Human Services Secretary declared a public health emergency due to the virus;

WHEREAS, on March 11, 2020, Michelle Lujan Grisham, the Governor of the State of New Mexico, declared a Public Health Emergency exists in New Mexico and on March 12, 2020, Kathyleen M. Kunkel, then the Cabinet Secretary of the New Mexico Department of Health, declared the COVID-19 outbreak a condition of public health importance;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe has killed, harmed, impaired economically, and suppressed the wellbeing of the residents of the City, resulting in an ongoing and significant negative impact on the social, economic, and overall quality of life of the residents of Santa Fe;

WHEREAS, pursuant to the foregoing clauses, I declared an emergency to exist in the City on March 13, 2020, (Proclamation I), March 23, 2020 (Proclamation II), May 26, 2020 (Proclamation III), July

27, 2020 (Proclamation IV), September 28, 2020 (Proclamation V); November 30, 2020 (Proclamation VI); January 30, 2021 (Proclamation VII); March 29, 2021 (Proclamation VIII); May 24, 2021 (Proclamation IX); July 11, 2021 (Proclamation X); August 9, 2021 (Proclamation XI); and September 27, 2021 (Proclamation XII);

WHEREAS, former Secretary Kunkel, formerly acting NMDOH Cabinet Secretary Billy Jimenez, former Secretary Tracie C. Collins, and acting Secretary David R. Scrase, M.D., have issued a series of Public Health Orders and Amendments, approximately 52 of them, beginning on March 13, 2020, with the most recent issued on October 25, 2021, imposing various restrictions on activities within New Mexico;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 13,467 cases in Santa Fe County as of November 5, 2021;

WHEREAS, according to the CDC, https://covid.cdc.gov/covid-data-tracker/#variant-proportions, the Delta variant of the COVID-19 virus continues to be the primary variant nationwide and in New Mexico;

WHEREAS, according to NMDOH data, there have been 172 COVID-19 deaths as of November 5, 2021;

WHEREAS, according to the Center for Disease Control ("CDC") director Rochelle Walensky, the vast majority of cases, hospitalizations, and deaths are occurring among the unvaccinated population with the unvaccinated 11 times more likely to die from COVID-19[1] ;

WHEREAS, more than 2,817,266 doses of the three COVID-19 vaccines the Food and Drug Administration has authorized with full approval in the United States have been administered in New Mexico, but rates of initial vaccination have decreased significantly over the course of the last few months;

WHEREAS, the CDC continues to recommend that, in counties with "High" or "Substantial" contagion risk, vaccinated persons wear facial coverings inside;

WHEREAS, unvaccinated persons continue to face a significantly higher risk of infection, hospitalization, and death, particularly in close-contact, indoor settings, and particularly when in close-contact with unvaccinated persons;

WHEREAS, According to NMDOH data, over eighty-two percent (82.5%) of eligible Santa Fe residents have completed a vaccination series and over ninety-three percent (93.3%) have had at least one shot;

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[1] Press Briefing by White House COVID-19 Response Team and Public Health Officials, https://www.whitehouse.gov/briefing-room/press-briefings/2021/09/10/press-briefing-by-white-house-covid-19-response-team-and-public-health-officials-55/

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 12-17 and has approved the administration of the same vaccine for those aged 5-11;

WHEREAS, Santa Fe is a national and international tourist destination and neighboring states and countries of origins for tourists are hotspots in percent increases in cases;

WHEREAS, despite its high vaccination rate, Santa Fe County still has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 166.93 and 8.07% respectively as of November 5, 2021[2];

WHEREAS, according to a study published in Science, the duration of effectiveness of vaccines may be decreasing for at least some populations[3] and a booster has recently been approved for high-risk populations;

WHEREAS, emergency relief funds are available from a number of sources for tenants who are behind on their rent and utilities payments, but the funds continue to be difficult to access for some residents who remain at risk of eviction due to the financial impacts of the pandemic;

WHEREAS, the City's Utilities Department works with residents who need to set up a payment plan in order to avoid water shut-offs;

WHEREAS, recently, according to the City's public safety officials, there has been a spike in the acuity of behavioral health (substance use disorder and mental health) episodes;

WHEREAS, the Governor's emergency order requires facial coverings in all indoor public settings and adherence to pertinent COVID-Safe Practices;

WHEREAS, since imposing Proclamation XI's requirement that employees either disclose a fully vaccinated status or turn in COVID-19 test results on a weekly basis, the City's documented vaccination status increased from approximately fifty percent (50%) to nearly eighty percent (79.8%);

WHEREAS, consistent with the requirements that the City began to enforce for its workforce in September, beginning January 4, 2022, the Occupational Safety and Health Administration recently announced that it will require businesses with 100 or more workers to ensure either that their workers are fully vaccinated or test negative for the coronavirus at least once a week;

WHEREAS, during a state of emergency declared by the New Mexico department of health or recognized by the world health organization as a pandemic, the Santa Fe City Code SFCC Section 20-1.4(E), authorizes the City Manager to exclude or limit the public from in-person attendance at

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[2] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

[3] https://www.science.org/doi/10.1126/science.abm0620

meetings, provided that the public may witness the meeting, either by telephone, the internet, or on television, and provided that the meeting provides adequate means for public participation to satisfy constitutional due process;

WHEREAS, Section 20-1.4(E) also authorizes the City Manager to cancel any Governing Body, City Council standing committee, or standing committee meeting prior to commencement of such meeting to preserve the public health, safety, and welfare;

WHEREAS, Proclamation XII expired at noon today, November 8, 2021; and

WHEREAS, certain orders I previously issued remain necessary to protect life and property and preserve the public peace and safety of the people of Santa Fe; other orders I previously issued require updating to address the continuing pandemic; and certain new orders will improve the City of Santa Fe's pace of recovery from, and limit the harm caused by, the pandemic.

THEREFORE, I, ALAN M. WEBBER, Mayor of the City of Santa Fe, New Mexico, hereby declare, that a public health emergency continues to exist in the City. As a result, events have caused and are causing danger of injury or damage to persons and property within the city. I hereby invoke all Section 2-1.3, and Sections 20-1.2 through 20-1.5 of the Santa Fe City Code of 1987, to preserve the peace and order in the City of Santa Fe.

In particular, I take the following actions:

I. I order the following:

a. City facilities may accommodate public use while maintaining the applicable COVID-Safe Practices (CSPs) and when such use is not difficult or impossible with regards to in-person public meetings;

b. The City Manager shall address the public health emergency by

i. maintaining the level of in-person City services and access to facilities that are currently available, to the extent that is possible in a safety-conscious manner, and increasing in-person services when and as local infection rates decrease again;
ii. directing City employees, as applicable, to perform emergency functions;
iii. facilitating the continued application of the policy adopted to evaluate and address the public health and safety risks, including illegal activity, flash floods, environmental compliance of, and locations of encampments, and to provide residents of such encampments with access to available social services, including transitional housing in furtherance of the Built for Zero initiative to eliminate chronic homelessness, to avoid removing encampments, other than encampments in City parks, when leaving them in place furthers the purposes of this Order;
iv. work with the Human Resources Department in enforcing the policies regarding COVID-19 Safe Practices for City employees and policies for in-person work and telework for staff as appropriate; and

v. updating the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19;

c. Resources of the City shall be used to address the emergency as reasonably necessary, including the following:

i. Only persons wearing a facial covering may enter City facilities;

ii. If a member of the public requiring indoor services has a medical reason to not wear a facial covering, City employees shall find a reasonable way to accommodate providing services to that member of the public that does not include admitting the member of the public into the City facility and putting employees and other members of the public at risk; and

iii. City employees must either

a. Provide documentation of their full COVID-19 vaccination, as defined by the CDC; or

b. Provide proof of a negative COVID-19 test on a weekly basis.

iv. All vaccination records and test results shall be submitted pursuant to guidance issued by the City Manager and shall be maintained as confidential.

v. Employees who refuse to abide by the above documentation and confidentiality requirements may be subject to disciplinary action.

d. While the State's facial covering order is in place and when the CDC rates the County of Santa Fe's COVID-19 transmission rate as either "High" or "Substantial", facial coverings are required for all persons inside City buildings, except when eating, drinking, or swimming, or when in enclosed, private spaces that are not shared with others.

e. Regardless of the applicable CDC transmission rating, when inside the publicly accessible areas of City facilities employees, and other City actors, such as committee members and contractors, must wear a facial covering.

f. Regardless of the applicable CDC transmission rating, employees, and other City actors, such as committee members and contractors, may only engage in public business inside City facilities without a facial covering when the State's order ceases and they are both (1) fully vaccinated (two weeks after final dose); and (2) in areas of City facilities that are not open to the public. "Open to the public" includes areas where the public is present and areas the public may enter with or without an appointment. An area is not open to the public if it is fully enclosed by walls and a door that separates the area from an area accessible to the public. An area with a partial barrier between City actors and the public is open to the public.

g. Before entering City facilities, members of the public shall review the posted COVID-19 Screening Questions regarding their COVID-19 positivity risk. Entry into City buildings is prohibited if the answer to any of the following screening questions is yes:

i. Are you currently experiencing, or have you experienced in the past 14 days, fever of 100.4 degrees or greater, cough, shortness of breath or difficulty breathing, sore throat, new loss of taste or smell, chills, body aches, nausea, diarrhea, or vomiting?

ii. Are you unvaccinated, and either

a. In the past 14 days, had close contact with anyone that you know had COVID-19 or COVID-like symptoms? "Close contact" includes being 6 feet or closer for more than 15 minutes with the person; or

b. Been tested for COVID-19 and are waiting to receive test results?

v. In the past 14 days, has a public health or medical professional told you to self-monitor, self-isolate, or self-quarantine because of concerns about COVID-19 infection?

h. Mayor Pro-Tem Signe Lindell, City Manager Jarel LaPan Hill, and Finance Director Mary McCoy are my substitute signatories for emergency obligation of funds during the pendency of the declared emergency;

i. The City Clerk shall accept electronic signatures, including scanned copies of hard-copy signature, on legal documents, including but not limited to contracts, property documents, ordinances, resolutions, etc., and shall attest to electronic signatures of the Mayor and City Manager or their designees, if submitted by the signatory through the signatory's email;

j. Until the New Mexico Supreme Court lifts its injunction and to allow time for tenants to apply for and obtain relief funds, landlords are prohibited from taking action towards evicting residential tenants who are unable to pay rent due to COVID-19. This order does not seek to change the obligation of a tenant to pay rent and strongly encourages landlords and tenants to seek relief funds and landlords and tenants to discuss of payment plans;

k. The moratorium on water shut-offs will continue in order to allow customers the opportunity to seek a payment plan and/or relief funds, and to allow the Utilities Department to facilitate customers' access to relief funds, while charges will continue to accrue and be owed;

l. Unless a healthcare provider instructs otherwise,

i. persons in Santa Fe must wear a facial covering as required by federal and state, laws, rules, and regulations and as provided in this Order for City facilities and City employees and agents; and

ii. local businesses and employers may require facial coverings for clients, employees, and customers;

l. Businesses and non-profits shall comply with the State-issued CSPs to the extent applicable, which are accessible online: https://cv.nmhealth.org/covid-safe-practices/; and

m. Employers shall not retaliate against employees for seeking to comply with CSPs, this Order, or CDC guidance, advocating that their place of business follow CSPs, this Order or CDC guidance, or reporting non-compliance with this Order or CDC guidance.

II. **Further, based on the recommendations of the Centers for Disease Control, National Institutes of Health, and other governmental, medical, and public health experts, I strongly recommend that** all individuals comply with official recommendations from the CDC and comply with any mandatory directives issued by the CDC regarding the use of face masks.

III. **In addition, I advise residents and visitors to the City to take the following actions and/or precautions:**

a. Obtain full vaccination against the COVID-19 virus. Available locations are posted on https://cvvaccine.nmhealth.org;
b. Even when not otherwise required, wear a facial covering in close-contact situations with unvaccinated persons and persons whose vaccination statuses are unknown;
c. Seek relief funds for overdue rent and utilities payments. Available sources include the following:
    i. For rent and/or mortgage assistance, from the following sources:
        1. For renters, the Emergency Rental Assistance Program: https://www.renthelpnm.org/ ; and
        2. For homeowners, the State of New Mexico Mortgage Finance Authority: https://portal.neighborlysoftware.com/NEWMEXICOHOMEOWNERASSISTANCEFUND/Participant, 505-308-4206, 866-488-0498, or housingassistance@housingnm.org
    ii. For assistance with utilities payments, the following organizations have resources: Rent Help NM (linked above with rental assistance sources), Adelante Santa Fe Public Schools, Connect, St. Bede's Episcopal Church, St. Vincent de Paul, The Cathedral Basilica of St. Francis of Assisi, Help New Mexico, Life Link, Our Lady of Guadalupe Church, Income Support Division, Salvation Army, Communities in Schools New Mexico, and Westminster Presbyterian Church;
d. For utilities payments that are overdue to the City, set up a payment plan by calling Utility Billing's main number 505-955-4333 and selecting option "2";
e. Avoid contact with people who are sick;
f. If you are unvaccinated,
    i. practice "social distancing", by maintain six (6) feet between yourself and others;
    ii. Avoid handshaking; and
    iii. Avoid all non-essential travel, including plane trips and cruise ships.
g. Wash your hands often with soap and water for at least 20 seconds, especially after blowing your nose, coughing, or sneezing, or having been in a public place;
h. If soap and water are not available, use a hand sanitizer that contains at least sixty percent (60%) alcohol;
i. To the extent possible, avoid touching high-touch surfaces in public places, such as

elevator buttons, door handles, and handrails;

j. Use a tissue or your sleeve to cover your hand or finger if you must touch something;
k. Avoid touching your face, nose, and eyes; and
l. Clean and disinfect your home to remove germs: practice routine cleaning of frequently touched surfaces (for example, tables, doorknobs, light switches, handles, desks, toilets, faucets, sinks, cell phones, and other electronic devices).

IV. I also encourage the following:

a. To the greatest extent possible, all residents should practice safe and hygienic conduct as the City begins to re-open, as described in Section II of this Order, above;
b. Landlords should work with their tenants to obtain the maximum relief funds available for past-due rental payments;
c. Utilities should work with their customers to obtain the maximum relief funds available for past-due utilities bills;
d. Event planners should seek testing and vaccinations for performers, vendors, and other traveling participants to the greatest extent possible, preferably vaccination before arrival and testing for unvaccinated participants;
e. Local businesses should offer paid sick leave whenever feasible;
f. Local businesses should limit non-essential travel for work;
g. Local businesses should continue to allow employees to work from home where feasible;
h. Local businesses should, to the extent feasible, respond to requests from the City to contribute to and participate in such activities and efforts as may assist in responding to the current COVID-19 health crisis;
i. Residents should, to the extent feasible without compromising other advisories, patronize and shop at local businesses, merchants, and vendors;
j. Residents should sign up for "Alert Santa Fe" at https://www.santafenm.gov/alertsantafe;
k. Residents should register for the COVID-19 vaccine at https://cvvaccine.nmhealth.org and update their profile regularly;
l. Residents and visitors should get tested regularly for COVID-19, regardless of vaccination status and symptoms;
m. Residents and visitors should also get tested when and if they have symptoms or are unvaccinated and know they have been exposed to someone with COVID-19 should obtain COVID-19 testing, either in person at one of the many local testing sites, searchable on the NMDOH website (https://cvprovider.nmhealth.org/directory.html) or at home, using a self-administered saliva test, available at https://learn.vaulthealth.com/nm/; and
n. Residents should call 1-855-NMCRISIS (1-855-662-7474) if they or someone they know is having a behavioral health (substance use disorder or mental health) crisis and need assistance.

V. Effective Date

I hereby declare that this Proclamation will become effective upon my signature and order

the City Manager to disseminate the contents hereof to the public by appropriate news media and any other means at her disposal.

VI. Term.

This Proclamation of Emergency may be extended for such additional periods of time as determined necessary by Resolution of the Governing Body of the City of Santa Fe, New Mexico.

DONE at Santa Fe, New Mexico this 8th day of November, 2021 at the hour of 3 o'clock __.M. (MDT).

ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
(SEAL)

City of Santa Fe, New Mexico
Memorandum

Date: November 5, 2021

To: Governing Body

From: Randy Randall, TOURISM Santa Fe Director RR

RE: Extension for Alcohol Consumption on City Property

EXECUTIVE SUMMARY:

The proposed Resolution extends the time permitted for the temporary use of City property for the sale and consumption of alcohol. Section 23-6.1(E)(5) allows the extension of the time permitted by adoption of either Resolution or Ordinance. The Resolution states that the extension is to be the same as the time that the Regulation and Licensing Department, Alcoholic Beverage Control Division, allows the temporary expansion of liquor licensed premises, to allow for the negotiation of leases between the City and restaurants. The Governing Body could also choose to terminate the temporary use of City property before RLD/ABC ends its temporary expansion by rescinding this Resolution, if adopted.

BACKGROUND:

On June 24, 2020 the Governing Body adopted Ordinance No. 2020-14 that permitted the use of certain specified City property for the same and consumption of alcohol as a result of restrictions imposed in an effort to suppress the spread of COVID-19. The expiration date included in that Ordinance was October 31, 2020. As that date drew near, the Governing Body adopted Ordinance No. 2020-28 which extended the permitted sale and consumption of alcohol to October 31, 2021. On October 26, 2021, RLD/ABC extended its temporary expansion of licensed premises for six months, ending April 31, 2022. In order to eliminate the need for future Resolutions or Ordinances, the proposed Resolution ties the permitted time to that allowed by RLD/ABC.

ACTION REQUESTED:

Approval of the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe I. Lindell

A RESOLUTION

EXTENDING THE TIME PERMITTED FOR THE TEMPORARY USE OF CITY SIDEWALKS, STREETS, RIGHTS-OF-WAY, OR OTHER SPECIFIED PROPERTY FOR THE SALE AND CONSUMPTION OF ALCOHOL, PURSUANT TO SECTION 23-6.1(E)(5), SFCC 1987.

WHEREAS, as a result of the COVID-19 pandemic, increased outdoor seating at restaurants became a strategy for social distancing and economic survival;

WHEREAS, as a result of the demand for larger footprint alcohol service permits that included increased outdoor spaces, the New Mexico Regulation and Licensing Department, Alcoholic Beverage Control Division ("RLD/ABC") began issuing temporary permits to restaurants that were scheduled to expire on October 31, 2021;

WHEREAS, on June 24, 2020, the Governing Body of the City of Santa Fe also took steps to allow the increased use of outdoor areas for alcohol service when it adopted Ordinance No. 2020-14, which permitted the use of any City sidewalk, street, right-of-way, or other specified property for the sale and consumption of alcohol as a result of restrictions imposed to suppress the spread of

COVID-19; and

WHEREAS, the initial right to use City property for the sale of alcohol was set to expire on October 31, 2020, but the Governing Body later adopted Ordinance No. 2020-28, which extended the permitted sales through October 31, 2021, in line with the State's known timeline; and

WHEREAS, the Governing Body also amended its ordinance to allow sales of alcohol on land that is leased for fewer than six months, in addition to land leased for longer than six months, with the goal that restaurants interested in continuing outdoor dining would negotiate leases with the City for either short-term, seasonal, or long-term use of the City's property;

WHEREAS, on October 26, 2021, RLD/ABC extended the expiration date of its temporary increased license program by six months, ending April 31, 2022; and

WHEREAS, as of October 26, 2021, no leases have been negotiated to replace the short-term permits, but restaurants desire to continue their use of city property and to continue alcohol service; and

WHEREAS, Section 23-6.1(E)(5) states that its term may be extended either by the adoption of an ordinance or a resolution; and

WHEREAS, the continued demand for social distancing and outdoor seating, and the unpredictability of the COVID-19 pandemic and its impact on daily life, necessitates the extension of the permitted use of City sidewalks, streets, rights-of-way, or other specified property for the sale and consumption of alcohol.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the expiration date for the use of City sidewalks, streets, rights-of-way, or other specified property as specified in Section 23-6.1(E) SFCC 1987 is hereby extended to allow negotiation of leases and shall expire when the RLD/ABC Division ceases to permit the use of a temporary change/expansion of liquor license premises for the sale and consumption of

alcohol.

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

_____

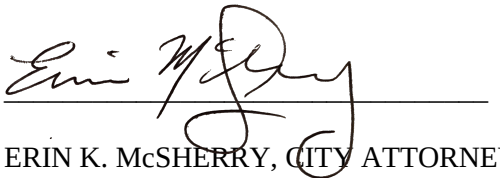
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Extension for Alcohol Consumption on City Property

FIR No. 10365

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Extension for Alcohol Consumption on City Property

Sponsor(s): Mayor Webber and Councilor Lindell

Reviewing Department(s): TOURISM Santa Fe

Staff Completing FIR: Randy Randall Date: 11/4/21 Phone: 955-

Reviewed by City Attorney: Date: Nov 5, 2021

Reviewed by Finance Director: Date: Nov 5, 2021

Summary:
The proposed Resolution extends the time permitted for the temporary use of City sidewalks, streets, rights-of-way, or other specified property for the sale and consumption of alcohol. Section 23-6.1(E)(5) allows the such an extension by the adoption of either a resolution or ordinance. The proposed extension will expire when the Regulation and Licensing Department, Alcoholic Beverage Control Division, ceases to permit the use of a temporary change/expansion of liquor licensed premises for the sale and consumption of alcohol. The Governing Body could also end the extension by rescinding this Resolution, should it be adopted.

Departments Affected:
TOURISM Santa Fe, City Clerk, Planning and Land Use, and Community and Economic Development

Consequences of Not Enacting Legislation:
Those restaurants that currently utilize City rights-of-way as a temporary expansion of their licensed premises would no longer be able to do so. This could have negative economic consequences for local restaurants.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution relates to Ordinance No. 2020-14 that originally permitted the use of City rights-of-way for the same and consumption of alcohol through October 31, 2020 and Ordinance No. 2020-28 that extended the expiration date to October 31, 2021.

Performance and Administrative Implications:

Fiscal Implications:
As of October 26, 2021 no leases have been negotiated to replace the short-term permits. It is unknown what the fiscal impact would be for any leases signed with establishments wishing to continue the use of City property for the sale and consumption of alcohol.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

Signature:

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

City of Santa Fe, New Mexico

memo

Date: October 22, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 1, 2021 13:15 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 1,700,000.00

Term: 06/30/2025

Approved Exemption

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico

Memorandum

DATE: October 22, 2021

TO: Finance Committee, Public Works and Utilities Committee and Governing Body

VIA: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 1, 2021 13:15 MDT)

FROM: Romella Glorioso-Moss, PhD, AICP, Public Works Sr. Project Administrator RGM

ITEMS AND ACTIONS:

Approval of Transportation Project Fund Grant Agreement in the Total Amount of $1,700,000 for the Construction of Agua Fria/South Meadows Intersection Improvements Project; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $1,615,000 to put the funds from the TPF Grant into budget for the Construction of Agua Fria/South Meadows Intersection Improvements.

BACKGROUND AND SUMMARY:

Public Works – Roadway and Trails is receiving Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) in the total amount of $1,700,000 to construct intersection improvements on Agua Fria/South Meadows.

The purpose of this project is to alleviate traffic at the Agua Fria/South Meadows intersection, which has considerably increased since the building of the El Camino Real Academy and new residential development south side of the City. With increase in traffic, crashes have also increased. The NMDOT Crash Data from 2011 through 2016 showed an upward trend of vehicular crashes annually - from 4 crashes in 2011 to 9 crashes in 2016.

The project is 0.28-mile long, which begins at the intersection of Agua Fria/Morning Drive and ends at the intersection of Agua Fria/Jemez Road. The improvements will include the construction of turning lanes on all legs of the intersection except for the North bound, 5-ft bike lanes on all directions, 6-ft sidewalks on both sides of the road, and driveways per ADA and NMDOT's type B or C pedestrian access. This project follows the Complete Street Guidelines that the City of Santa Fe has adopted to provide safe access to all road users.

Our project consultants are working on the final phase of the design including obtaining five (5) NMDOT required certifications for construction. One of which is the right-of-way certification which could take up to six months to complete. Construction could begin Spring of 2022. With this additional funding, the construction of this project is fully funded. Please refer to Table 1 below for funding sources and amount.

Table 1 Project Funding Received as of October 31, 2021

SOURCE	AMOUNT	PURPOSE	EXPIRATION DATE	EXPENDED
NM State Capital Appropriation 2015	$25,000.00	Design	06/30/2019	$25,000.00
NM State Capital Appropriation 2018	$100,000.00	Design	06/30/2022	$100,000.00
NM State Capital Appropriation 2019	$125,000.00	Design	06/30/2023	$125,000.00
NMDOT Municipal Arterial Program Funding 2019 (25% match from City of Santa Fe Impact Fees)	$587,667.00	Design and Construction	06/30/2020 Amendment #1 12/31/2021	$302,874.00
NMDOT Municipal Arterial Program Funding 2020 (25% match from City of Santa Fe Impact Fees)	$151,825.00	Design and Construction	06/30/2021	
NMDOT Municipal Arterial Program Funding 2021 (25% match from City of Santa Fe Impact Fees)	$162,000.00	Design and Construction	06/30/2022	
NMDOT Municipal Arterial Program Funding 2022 (25% match from City of Santa Fe Impact Fees)	$124,444	Construction	06/30/2023	
Local Government Road Fund 2022 (25% match from City of Santa Fe Impact Fees)	$75,833	Construction	06/30/2023	
TOTAL FUNDING RECEIVED	**$1,351,769.00**			
TOTAL FUNDING EXPENDED	**$552,874.00**			**$552,874.00**
TOTAL FUNDING REMAINING FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**$798,895.00**			
TOTAL FUNDING NEEDED FOR ROW ACQUISITION, CONSTRUCTION & CONSTRUCTION MANAGEMENT	**1,700,000.00**			

The total TPF grant is $1.7M, which is proportionally shared between NMDOT at 95% or $1,615,000 and City at 5% or $85,000. As per funding agreement, the City needs to budget the NMDOT share; thus the request for the BAR. The City match of $85,000 will be requested from the CapitalImprovements Advisory Committee to use road impact fees.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per the attached Exemption Determination Request 13-1-98 A approved by the City's Chief Procurement Officer, Ms. Fran Dunaway.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203078.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: NMDOT/
Munis Org Name/Number: CIP Streets/3309980
Munis Object Name/Number: WIP Construction/572970

ACTION REQUESTED:
Public Works – Roadway and Trails respectfully requests your review and approval.

ATTACHMENTS:
Transportation Project Fund Grant Agreement (Control #HW2LP50019)Budget Adjustment Resolution Form
Exemption Determination Request 13-1-98 A MemoProcurement Checklist
Summary of Contracts, Agreements, Amendments and Leases Form

Contract No. 3203078
Vendor No. 0000054360
Control No. HW2LP50019

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Agua Fria/South Meadows Intersection: To construct intersection improvements on Auga Fria St/South meadows to include 5' wide bicycle lanes, 6' wide sidewalks, turn lanes, driveways, etc..** (Project or CN LP50019). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is One Million Seven Hundred Thousand Dollars and No Cents **($1,700,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$1,615,000.00**
   Agua Fria/South Meadows Intersection: To construct intersection improvements on Auga Fria St/South meadows to include 5' wide bicycle lanes, 6' wide sidewalks, turn lanes, driveways, etc..

2. The Public Entity's required proportional matching Share shall be 5% **$85,000.00**
   For purpose stated above

3. Total Project Cost **$1,700,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 24, 2021 14:29 MDT) Date: Sep 24, 2021
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 19, 2021 14:50 MDT)

Oct 19, 2021

CITY OF SANTA FE Attorney

Date

Approved

CITY OF SANTA FE Finance Director

Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50019

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50019**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $1,700,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $1,615,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $85,000.00

TOTAL PROJECT COST IS $1,700,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $1,700,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50019** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Agua Fria/South Meadows Intersection: To construct intersection improvements on Auga Fria St/South meadows to include 5' wide bicycle lanes, 6' wide sidewalks, turn lanes, driveways, etc.. within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

LP50019

Final Audit Report 2021-09-24

Created:	2021-09-23
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGQ3FqCtE9UrngN0UfzDyAwqHFgwiELd_

"LP50019" History

Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-09-23 - 7:35:54 PM GMT- IP address: 76.127.3.135

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-23 - 7:36:21 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-24 - 8:25:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-24 - 8:29:46 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-24 - 8:29:46 PM GMT

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Transportation Project Fund Grant Agreement (Control # HW2LP50019)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss | Sr. Projects Administrator | 10/22/2021

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

Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203078**

Contractor: **NMDOT**

Description: **Transportation Project Fund Grant Agreement for $1,700,000 to construct intersection improvements at Agua Fria/South Meadows.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **NMDOT (TPF)** **Org / Object:** **3309980/572970**

_____ _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering - Roadway and Trails	10/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Construction	3309980	572970	ST18330AT	1,615,000	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	3309980	490150	ST18330AT	(1,615,000)	
				$ -	$ -

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

Acceptance of $1,615,000 NMDOT grants to construct the intersection improvements at Agua Fria/South Meadows..

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Romella Glorioso-Moss 10/22/2021
Prepared By {print name} Date

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

Andy Hopkins
Andy Hopkins (Nov 9, 2021 13:40 MST)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Finance Director {≤ $5,000} Date

Regina Wheeler
Regina Wheeler (Nov 1, 2021 13:15 MDT)
Department Director Signature Date

City Manager {≤ $60,000} Date

GB PWD - NMDOT (Agua Fria - South Meadows)

Final Audit Report 2021-11-09

Created:	2021-11-09
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW3xRhjHe7x3K3G8C5Xd618tPuaO931OE

"GB PWD - NMDOT (Agua Fria - South Meadows)" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-11-09 - 8:34:49 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-11-09 - 8:35:36 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-11-09 - 8:40:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-11-09 - 8:40:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-09 - 8:40:20 PM GMT

POWERED BY Adobe Sign

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR IMPROVEMENTS TO THE AGUA FRIA/SOUTH MEADOWS INTERSECTION.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program ("TPF") for improvements to the Agua Fria/South Meadows intersection; and

WHEREAS, the total cost of the project is $1,700,000 to be funded in proportional share by the parties as follows:

1. NMDOT's share shall be ninety-five percent or $1,615,000; and

2. The City's proportional matching share shall be five percent or $85,000; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $1,700,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE

CITY OF SANTA FE that Governing Body hereby approves a cooperative agreement for Project Control Number LP50019 with the NMDOT for the TPF Program for year 2022 for improvements to the Agua Fria Street/South Meadows Road intersection including five-foot wide bicycle lanes, six-foot wide sidewalks, turn lanes, and driveways within the control of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025 and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

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

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows Project Fund

FIR No. 10358

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Agua Fria – South Meadows Project Fund

Sponsor(s): Councilor Rivera and Councilor Abeyta

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/25/2021 Phone: 955-6623

Reviewed by City Attorney: _____ Date: _____

Reviewed by Finance Director: _____ Date: _____

Summary:
This Resolution specifies the conditions for accepting Transportation Project Funds administered by the New Mexico Department of Transportation in the total amount of $1.7M for the construction of the Agua Fria – South Meadows Intersection Improvements Project. The funding is proportionally shared with NMDOT contributing 95% of the total cost ($1,615,000) and the City contributing 5% ($85,000). The funding agreement will terminate on June 30, 2025.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose NMDOT's funding share of 95%, or $1,615,000. In addition, NMDOT will decline any future application for project funding by the City.

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

Performance and Administrative Implications:
Roadway and Trails staff will need to administer the project including hiring design consultants, ensuring the project is completed within the funding agreement term, ensuring the project complies with the funding agreement, and submitting reimbursements to NMDOT.

Fiscal Implications:
The City's funding share is 5% or $85,000.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 85,000	$	$	Y	NR	Road Impact Fees	$ 85,000
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 85,000	$	$				$ 85,000

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

Expenditure Narrative:

The City's 5% share of funding for the project is $85,000, which will be used to construct the project. This $85,000 will come from Road Impact Fees fund, which currently has a balance of $2.6M. The funds can only be used for roadway improvements.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$ 1,615,000	$	$	NR	NMDOT
Total	$ 1,615,000	$	$		

Revenue Narrative:

This revenue of $1,615,000 is NMDOT's 95% share of the funding to construct the improvements at the intersection of Agua Fria and South Meadows.

City of Santa Fe, New Mexico
memo

Date: October 22, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 2, 2021 10:40 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 800,000.00

Term: 06/30/2025

Approved Exemption

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico
Memorandum

DATE: October 22, 2021

TO: Public Works and Utilities Committee and Governing Body

VIA: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 2, 2021 10:40 MDT)

FROM: Romella Glorioso-Moss, PhD, AICP, Public Works Sr. Project Administrator RGM

ITEMS AND ACTIONS:

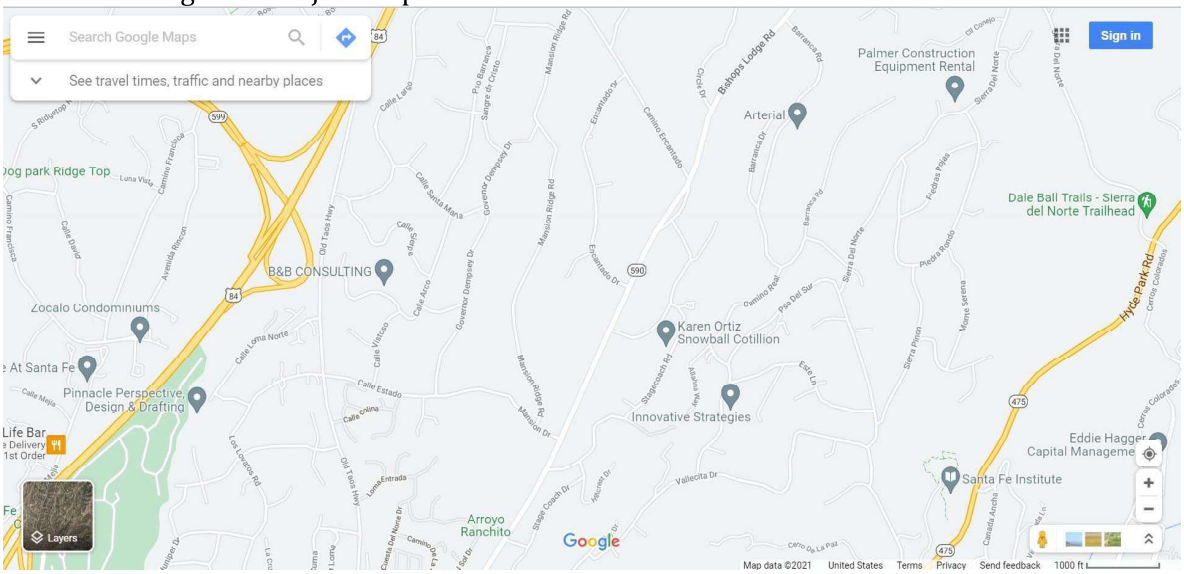
Approval of Transportation Project Fund Grant in the Total Amount of $800,000 for the Engineering Design of Bishop's Lodge Reconstruction Project; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $760,000 to put the funds from the TPF Grant into budget for the Engineering Design of Bishop's Lodge Reconstruction Project.

BACKGROUND AND SUMMARY:

Many constituents have contacted the City and the Bicycle Pedestrian Advisory Committee (BPAC) requesting that the City make Bishop's Lodge Road safer for bicyclists and pedestrians. Bishops Lodge Road has no sidewalks, no multimodal path and no bicycle lane, and in many places, the shoulders are narrow. Consequently, in late 2020, the *Santa Fe 2020-2045 Metropolitan Transportation Plan* was amended to include Bishop's Lodge Road Reconstruction Project. When this funding opportunity arose, this project important to many, was submitted for funding. The City is receiving Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) in the amount of $800,000 for the engineering design of reconstructing Bishop's Lodge Road.

Figure 1 Project Map



The project is about 1.8 miles starting at the intersection of Bishop's Lodge Road/Paseo De Peralta and ending at the intersection of Bishop's Lodge Road/Circle Drive (see Fig. 1 above). The width of the travel lanes will be decreased to reduce vehicle speeds and yield space for pedestrian refuges, ADA compliant sidewalks, curb and gutter, and bike lanes. The total project budget is estimated at $5,860,000, of which $800,000 is for engineering design.

The total TPF grant is $800,000, includes a requirement for a 5% City match or $40,000. The City match of $40,000 will be sought from road impact fees.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per the attached Exemption Determination Request 13-1-98 A approved by the City's Chief Procurement Officer, Ms. Fran Dunaway.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203070.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: NMDOT/3309980
Munis Org Name/Number: CIP Streets/3309980
Munis Object Name/Number: WIP Design/572960

ACTION REQUESTED:
Public Works – Roadway and Trails respectfully requests your review and approval.

ATTACHMENTS:
Transportation Project Fund Grant Agreement (Control #HW2LP50020)
Budget Adjustment Resolution Form
Exemption Determination Request 13-1-98 A Memo
Procurement Checklist
Summary of Contracts, Agreements, Amendments and Leases Form

Contract No. _____
Vendor No. 0000054360
Control No. HW2LP50020

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Bishops Lodge Road Reconstruction: To do Location Study , Preliminary and Final Design of Bishop's Lodge Rd Reconstruction to include ADA compliant sidewalks and bicycle lanes.** (Project or CN LP50020). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Eight Hundred Thousand Dollars and No Cents **($800,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$760,000.00**
   Bishops Lodge Road Reconstruction: To do Location Study , Preliminary and Final Design of Bishop's Lodge Rd Reconstruction to include ADA compliant sidewalks and bicycle lanes.

2. The Public Entity's required proportional matching Share shall be 5% **$40,000.00**
   For purpose stated above

3. Total Project Cost **$800,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
    1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
    2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
    3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
b. Will not:
    1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
    2. Have any involvement in the construction phase;
    3. Be involved in permit preparation or the review or coordination with regulatory agencies.
    4. Conduct periodic assurance inspections or comparison material testing.
    5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
c. May perform Project monitoring that might consist of the following:
    1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
    2. Request written Project status reports.
    3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
    1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
    2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60)

days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform

with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its

choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 24, 2021 14:31 MDT) Date: Sep 24, 2021
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 19, 2021 14:35 MDT)

Oct 19, 2021

CITY OF SANTA FE Attorney | Date

Approved

CITY OF SANTA FE Finance Director | Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50020

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50020**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $800,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $760,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $40,000.00

TOTAL PROJECT COST IS $800,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $800,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50020** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Bishops Lodge Road Reconstruction: To do Location Study , Preliminary and Final Design of Bishop's Lodge Rd Reconstruction to include ADA compliant sidewalks and bicycle lanes. within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

LP50020

Final Audit Report 2021-09-24

Created:	2021-09-23
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQbPIpwNH8sh9xygJTA-U7s72XlPP5rJu

"LP50020" History

Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-09-23 - 7:36:36 PM GMT- IP address: 76.127.3.135

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-23 - 7:37:02 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-24 - 8:31:05 PM GMT- IP address: 104.47.64.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-24 - 8:31:49 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-24 - 8:31:49 PM GMT

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering - Roadway and Trails	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	3309980	572960	ST193300F	760,000	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	3309980	490150	ST193300F	(760,000)	
				$ -	$ -

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

Acceptance of $760,000 NMDOT grants to design the reconstruction of Bishop's Lodge Rd.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Romella Glorioso-Moss 10/22/2021
Prepared By {print name} Date

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

Andy Hopkins
Andy Hopkins (Nov 10, 2021 09:08 MST)
Budget Officer Date

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature {optional} Date

Regina Wheeler
Regina Wheeler (Nov 2, 2021 10:40 MDT)
Department Director Signature Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Transportation Project Fund Grant Agreement (Control # HW2LP50020)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Sr. Projects Administrator — 10/22/2021

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

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **NMDOT**

Description: **Transportation Project Fund Grant Agreement for $800,000 to design the reconstruction of Bishop's Lodge Road.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **NMDOT (TPF)** **Org / Object:** **3309980/572960**

_____ _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB PWD - NMDOT (Bishop's Lodge)

Final Audit Report 2021-11-10

Created:	2021-11-10
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-_hVsCfLat5am_YJk4HajRifPKp-ftRB

"GB PWD - NMDOT (Bishop's Lodge)" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
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2021-11-10 - 3:31:28 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-11-10 - 4:08:05 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-11-10 - 4:08:20 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-10 - 4:08:20 PM GMT

City of Santa Fe, New Mexico
Memorandum

Date: November 8, 2021

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator RGM

RE: Bishop's Lodge Reconstruction NMDOT TPF Resolution

EXECUTIVE SUMMARY:
City of Santa Fe is receiving Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) in the total amount of $800,000 for the engineering design of LP50020 Bishop's Lodge Road Reconstruction Project. However, a Resolution approved by the Governing Body is needed to receive the funding.

BACKGROUND:
At the October 8, 2020 Bicycling and Pedestrian Advisory Committee (BPAC) meeting, the Bishop's Lodge Road Condominium Association President Mr. Jim Taylor requested the City make Bishop's Lodge Road safe to bicyclists and pedestrians. Councilor Michael Garcia, BPAC Chair, requested Staff apply for funding for the project.

With support from the Santa Fe Metropolitan Planning Organization (SFMPO), Public Works Department-Roadway and Trails Division responded to NMDOT's Call for Projects via the FHWA's Transportation Project Funds (TPF) Program in June 2021. The reconstruction project of Bishop's Lodge Road is approximately 1.8 miles in length, starting at the intersection of Bishop's Lodge Road/Paseo De Peralta and ending at the intersection of Bishop's Lodge Road/Circle Drive. The width of the road will be decreased to reduce vehicle speeds and yield space for medians, sidewalks, shoulders, and bike lanes. The total project budget is estimated at $5,860,000, of which $800,000 is for design.

As described in the attached resolution, the $800,000 funding for this project will be proportionately shared by NMDOT at 95%, or $760,000 and the City at 5%, or $40,000. The funding will be used for engineering design, specifically Phase 1: Location Study; Phase 2: Preliminary and Final Design; and Phase 3: Bidding Services. The Agreement terminates on June 30, 2025.

ACTION REQUESTED:
Approve the Resolution as presented.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilwoman Renee Villarreal

Councilor Michael J. Garcia

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF BISHOP'S LODGE ROAD.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program for the Bishop's Lodge Road Reconstruction project; and

WHEREAS, the total cost of the project is $800,000 to be funded in proportional share by the parties as follows:

1. NMDOT's share shall be ninety-five percent or $760,000; and
2. The City's proportional matching share shall be five percent or $40,000; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $800,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body hereby approves a cooperative agreement for

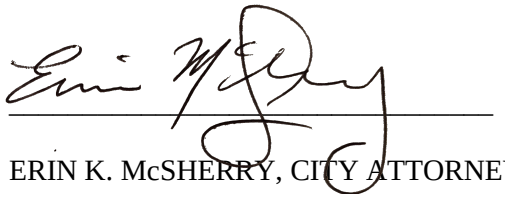
Project Control Number LP50020 with the NMDOT for the TPF Program for year 2022 for the Bishop's Lodge Road Reconstruction project and to conduct a location study, and preliminary and final design to include ADA-compliant sidewalks and bicycle lanes within the boundaries of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025, and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

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

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Bishop's Lodge Road Reconstruction

FIR No. 10359

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Bishop's Lodge Road Reconstruction

Sponsor(s): Councilors Lindell, Villarreal, and Garcia

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/25/2021 Phone: 955-6623

Reviewed by City Attorney: Date: Nov 8, 2021

Reviewed by Finance Director: Date: Nov 8, 2021

Summary:
This Resolution specifies the conditions for accepting Transportation Project Funds administered by the New Mexico Department of Transportation in the total amount of $800,000 for a location study, and preliminary and final design of Bishop's Lodge Road Reconstruction Project. Funding would be proportionally shared with NMDOT contributing 95% of the total cost ($760,000) and the City contributing 5% ($40,000). This funding agreement terminates on June 30, 2025.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose NMDOT's funding share of 95%, or $760,000. In addition, NMDOT will decline any future application for project funding by the City.

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

Performance and Administrative Implications:
Roadway and Trails staff will need to administer the project including hiring design consultants, ensuring the project is completed within the funding agreement term, ensuring the project complies with the funding agreement, and submitting reimbursements to NMDOT.

Fiscal Implications:
The City's funding share is 5% or $40,000.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 40,000	$	$	Y	NR	Road Impact Fees	$ 40,000
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 40,000	$	$				$ 40,000

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

Expenditure Narrative:

The City's 5% share of funding for the project is $40,000, which will be used to hire an engineering firm to design the reconstruction. This $40,000 will come from Road Impact Fees fund, which currently has a balance of $2.6M. The funds can only be used for roadway improvements.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$ 760,000	$	$	NR	NMDOT
Total	$ 760,000	$	$		

Revenue Narrative:

This revenue of $760,000 is NMDOT's 95% share of the funding to hire an engineering firm to do the location study, preliminary and final design of reconstructing Bishop's Lodge Road to make it safe for bicyclists and pedestrians.

Signature:

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

City of Santa Fe, New Mexico
memo

Date: October 22, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 4, 2021 09:21 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 800,000.00

Term: 06/30/2025

Approved Exemption

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico
Memorandum

DATE: October 22, 2021

TO: Public Works and Utilities Committee and Governing Body

VIA: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 4, 2021 09:21 MDT)

FROM: Romella Glorioso-Moss, PhD, AICP, Public Works Sr. Project Administrator RGM

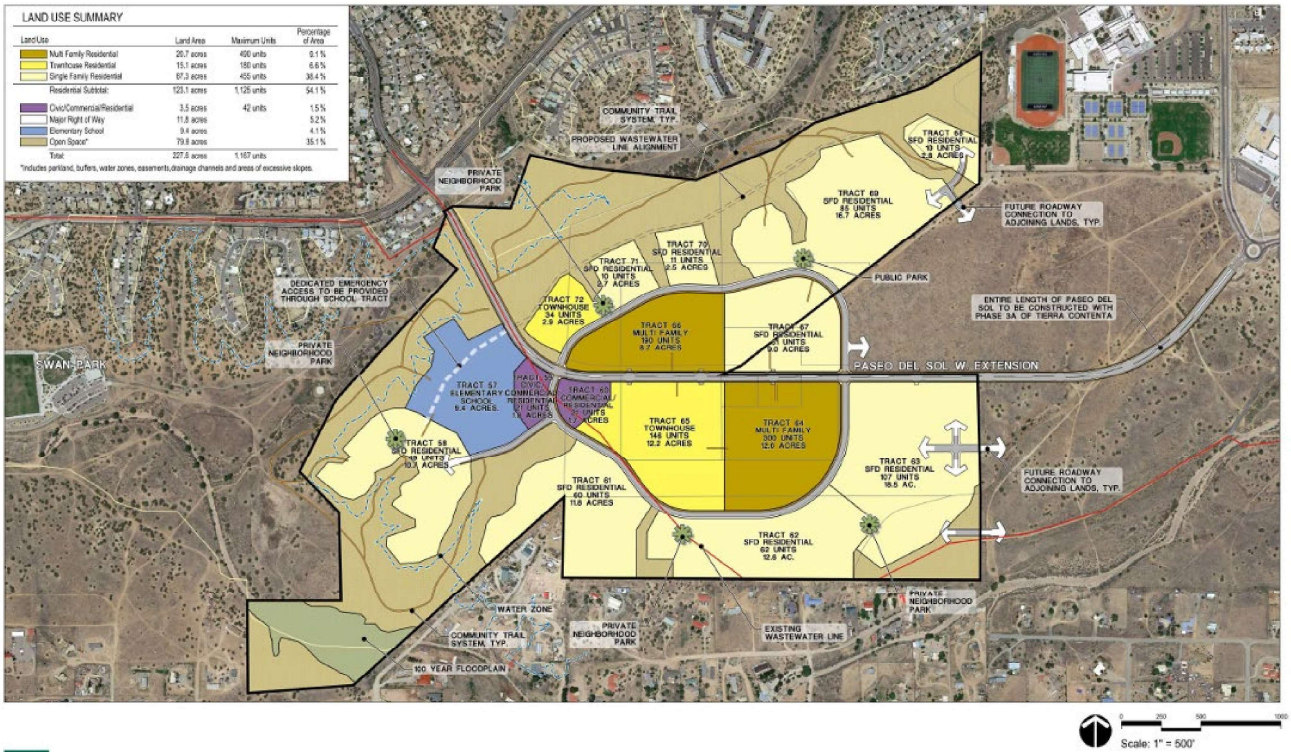
ITEMS AND ACTIONS:
Approval of Transportation Project Fund Grant Agreement in the Amount of $800,000 for the Engineering Design of Paseo del Sol Extension Project as per Tierra Contenta Master Development Plan; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $760,000 to put the funds from the TPF Grant into budget for the Engineering Design of Paseo del Sol Extension Project.

BACKGROUND AND SUMMARY:
The City is receiving $800,000 of Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) for the engineering design of Paseo del Sol Extension. The Paseo del Sol extension will support the development of Phase 3 of the Tierra Contenta Master Plan. The development will be managed by the Tierra Contenta Corporation - a non-profit development corporation.

According to the New Mexico Affordable Housing Act, the City may pay the costs of infrastructure necessary to support affordable housing projects. Since Tierra Contenta Phase III will be 40% affordable, the City may offset up to 40% of the infrastructure costs for the development. TC's current estimate for construction of the Paseo del Sol extension, Loop Road and spine infrastructure is approximately $13,000,000. This NMDOT funding will be used to offset the cost of the TC Phase 3 infrastructure.

Fig. 1 Phase 3A Tierra Contenta Master Development Plan



This project is also included in three of the City's key capital infrastructure planning documents: 1) the City's FY2022-2026 Infrastructure Capital Improvement Plan (ICIP); the Santa Fe Metropolitan Transportation Plan (2020-2040); and 3) the Impact Fees Capital Improvements Plan 2021-2027.

The total TPF grant is $800,000, which is proportionally shared between NMDOT at 95% or $760,000 and City at 5% or $40,000. Thea City match of $40,000 will seek to use road impact fees.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per the attached Exemption Determination Request 13-1-98 A approved by the City's Chief Procurement Officer, Ms. Fran Dunaway.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203077.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: NMDOT/3309980
Munis Org Name/Number: CIP Streets/3309980
Munis Object Name/Number: WIP Design/572960

ACTION REQUESTED:
Public Works – Roadway and Trails respectfully requests your review and approval.

ATTACHMENTS:
Transportation Project Fund Grant Agreement (Control #HW2LP50022)
Budget Adjustment Resolution Form
Exemption Determination Request 13-1-98 A Memo
Procurement Checklist
Summary of Contracts, Agreements, Amendments and Leases Form

Contract No. _____
Vendor No. 0000054360
Control No. HW2LP50022

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Paseo del Sol Extension: To design the extension of Paseo del Sol roadway as per Tierra Contenta Master Development Plan. Roadway design includes 2 travel lanes, bicycle lanes, sidewalks, lighting, & landscaping.** (Project or CN LP50022). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Eight Hundred Thousand Dollars and No Cents **($800,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$760,000.00**
   Paseo del Sol Extension: To design the extension of Paseo del Sol roadway as per Tierra Contenta Master Development Plan. Roadway design includes 2 travel lanes, bicycle lanes, sidewalks, lighting, & landscaping.

2. The Public Entity's required proportional matching Share shall be 5% **$40,000.00**
   For purpose stated above

3. Total Project Cost **$800,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
    1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
    2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
    3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
b. Will not:
    1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
    2. Have any involvement in the construction phase;
    3. Be involved in permit preparation or the review or coordination with regulatory agencies.
    4. Conduct periodic assurance inspections or comparison material testing.
    5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
c. May perform Project monitoring that might consist of the following:
    1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
    2. Request written Project status reports.
    3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.
b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
    1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
    2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60)

days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform

with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its

choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 24, 2021 14:34 MDT) Date: Sep 24, 2021
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 21, 2021 14:48 MDT)

Oct 21, 2021

CITY OF SANTA FE Attorney

Date

Approved

CITY OF SANTA FE Finance Director

Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50022

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50022**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $800,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $760,000.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $40,000.00

TOTAL PROJECT COST IS $800,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $800,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50022** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Paseo del Sol Extension: To design the extension of Paseo del Sol roadway as per Tierra Contenta Master Development Plan. Roadway design includes 2 travel lanes, bicycle lanes, sidewalks, lighting, & landscaping. within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____

(PRINTED NAME, POSITION) DATE

_____ _____

(PRINTED NAME, POSITION) DATE

LP50022

Final Audit Report 2021-09-24

Created:	2021-09-23
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1t3hkOcFHbJOSbd4rvUTRZAEZ148YKCf

"LP50022" History

Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-09-23 - 7:38:16 PM GMT- IP address: 76.127.3.135

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-23 - 7:38:46 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-24 - 8:33:04 PM GMT- IP address: 104.47.64.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-24 - 8:34:25 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-24 - 8:34:25 PM GMT

Adobe Sign

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Transportation Project Fund Grant Agreement (Control # HW2LP50022)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Sr. Projects Administrator — 10/22/2021

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

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203077**

Contractor: **NMDOT**

Description: **Transportation Project Fund Grant Agreement for $800,000 to design the Paseo del Sol Extension as per Tierra Contenta Development Master Plan.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. **Funding Source:** **NMDOT (TPF)** **Org / Object:** **3309980/572960**

_____ _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering - Roadway and Trails	

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	3309980	572960	ST193300E	760,000	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	3309980	490150	ST193300E	(760,000)	
				$ -	$ -

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

Acceptance of $760,000 NMDOT grants to design Paseo del Sol Extension as per Tierra Contenta Master Plan Development.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Romella Glorioso-Moss 10/22/2021
Prepared By {print name} Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 10, 2021 09:07 MST)
Budget Officer Date

Division Director Signature {optional} Date

Finance Director {≤ $5,000} Date

Regina Wheeler
Regina Wheeler (Nov 4, 2021 09:21 MDT)
Department Director Signature Date

City Manager {≤ $60,000} Date

GB PWD - NMDOT (Paseo Del Sol ext)

Final Audit Report 2021-11-10

Created:	2021-11-10
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArZ938nMQAx1dJkqclEUv4nyrfLoVGCiX

"GB PWD - NMDOT (Paseo Del Sol ext)" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-11-10 - 3:23:41 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-11-10 - 3:25:06 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-11-10 - 4:06:49 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-11-10 - 4:07:08 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-10 - 4:07:08 PM GMT

City of Santa Fe New Mexico
Memorandum

Date: November 8, 2021

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator RGM

RE: Paseo del Sol Extension NMDOT TPF Resolution

EXECUTIVE SUMMARY:
Attached for your approval is a Resolution for City's participation in a Transportation Project Funds in the total amount of $800,000. These funds will be used for the engineering design of LP50022 Paseo del Sol Extension Project as per Tierra Contenta Master Development Plan. This federal funding is administered by NMDOT.

BACKGROUND:
The future development of Phase 3A of Tierra Contenta requires the extension of Paseo del Sol, linking Paseo del Sol East with Paseo del Sol West. For this reason, this roadway project is prioritized in City's three key planning capital infrastructure documents: 1) ranked no. 4 out of 62 projects in the City's FY2022-2026 Infrastructure Capital Improvement Plan; 2) ranked no. 21 out of 67 publicly-funded regional roadway projects in the Santa Fe Metropolitan Transportation Plan (2020-2040); and 3) Impact Fees Capital Improvements Plan 2021-2027.

In June 2021 the Public Works Department - Roadway and Trails Division, with support from the Santa Fe Metropolitan Planning Organization, applied for $800,000 in TPF funds to complete the engineering design of the Paseo del Sol extension as per Tierra Contenta Master Development Plan. The engineering design will include two travel lanes, bicycle lanes, ADA compliant sidewalks, lighting, and landscaping that promotes safe, accessible, and equitable multi-modal transportation infrastructure.

As described in the attached Resolution, the $800,000 funding for this project will be proportionally shared by NMDOT at 95%, or $760,000 and by the City at 5%, or $40,000. The Agreement terminates on June 30, 2025.

ACTION REQUESTED:
Approve the Resolution as presented.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Christopher Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE EXTENSION OF PASEO DEL SOL.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation (NMDOT) intend to enter into a grant agreement under the Transportation Fund Program (TFP) for a local road project; and

WHEREAS, the total cost of the project is $800,000 to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be ninety-five percent or $760,000; and

2. The City's proportional matching share shall be five percent or $40,000; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $800,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Governing Body hereby approves a cooperative agreement for Project

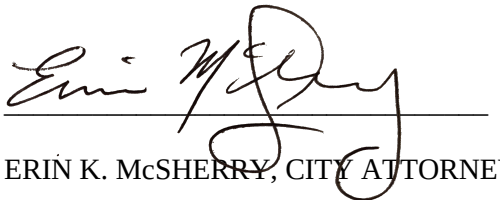
Control Number LP50022 with the NMDOT for the TPF Program for year 2022 for Paseo del Sol Extension to design the extension of Paseo del Sol roadway to includes two travel lanes, bicycle lanes, sidewalks, lighting, and landscaping within the boundaries of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025 and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

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

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Paseo Del Sur Extension Design

FIR No. 10361

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Paseo del Sol Extension Project

Sponsor(s): Councilor Rivera and Councilor Abeyta

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/25/2021 Phone: 955-6623

Reviewed by City Attorney: Date: Nov 8, 2021

Reviewed by Finance Director: Date: Nov 8, 2021

Summary:
This Resolution specifies the conditions for accepting Transportation Project Funds administered by the New Mexico Department of Transportation in the total amount of $800,000 for the preliminary and final design of the Paseo del Sol Extension. Funding is proportionately shared with NMDOT contributing 95% of the total cost ($760,000) and the City contributing 5% ($40,000). The funding agreement terminates on June 30, 2025.

Departments Affected:
Public Works

Consequences of Not Enacting Legislation:
The City will lose NMDOT's funding share of 95% or $760,000. In addition, NMDOT will decline any future application for project funding by the City.

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

Performance and Administrative Implications:
Roadway and Trails staff will need to administer the project including hiring design consultants, ensuring the project is completed within the funding agreement term, ensuring the project complies with the funding agreement, and submitting reimbursements to NMDOT.

Fiscal Implications:
The City's funding share is 5% or $40,000.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 40,000	$	$	Y	NR	Road Impact Fees	$ 40,000
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 40,000	$	$				$ 40,000

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

Expenditure Narrative:

The City's 5% share of funding for the project is $40,000 which will be used to hire an engineering firm to design the reconstruction. This $40,000 will come from Road Impact Fees fund, which currently has a balance of $2.6M. The funds can only be used for roadway improvements.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$ 760,000	$	$	NR	NMDOT
Total	$ 760,000	$	$		

Revenue Narrative:

This revenue of $760,000 is NMDOT's 95% share of the funding to hire an engineering firm to do the preliminary and final design of extending Paseo del Sol as per Tierra Contenta Master Development Plan.

Signature:

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

City of Santa Fe, New Mexico

memo

Date: October 22, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 2, 2021 11:53 MDT)
Regina Wheeler, Public Works Department Director

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator

Subject: Exemption Determination Request 13-1-98 A

Public Works – Roadway and Trails Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

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

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 450,000.00

Term: 06/30/2025

Approved Exemption

Fran Dunaway, Chief Procurement Officer

City of Santa Fe, New Mexico
Memorandum

DATE: October 22, 2021

TO: Public Works and Utilities Committee and Governing Body

VIA: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 2, 2021 11:53 MDT)

FROM: Romella Glorioso-Moss, PhD, AICP, Public Works Sr. Project Administrator RGM

ITEMS AND ACTIONS:

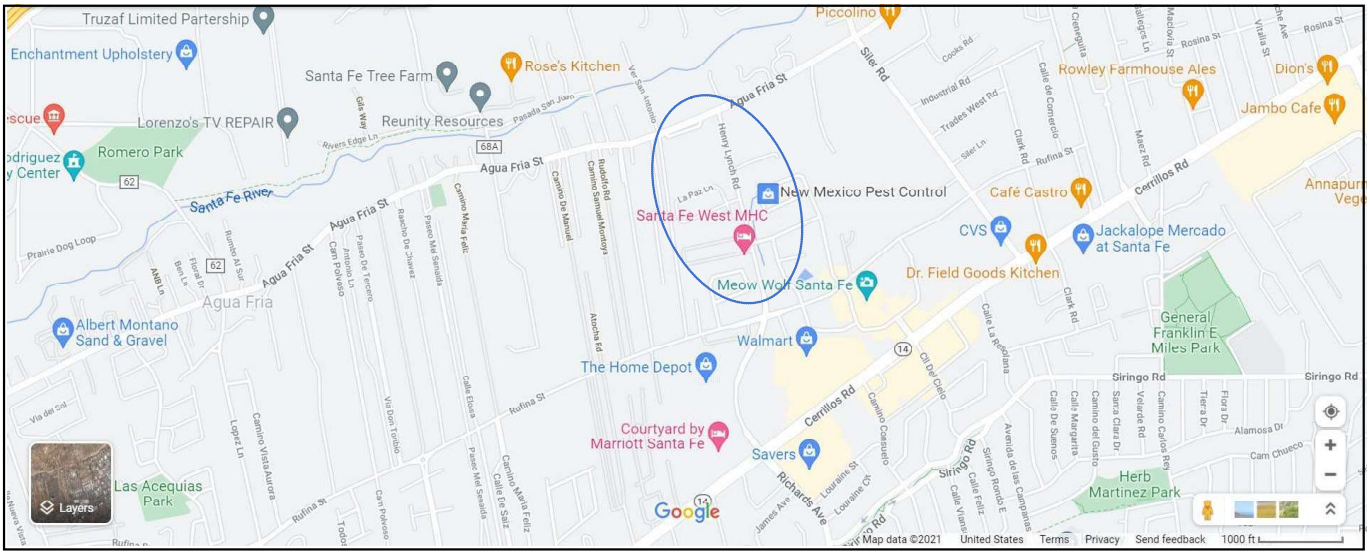
Approval of Transportation Project Fund Grant Agreement in the Total Amount of $450,000 for Engineering Design of Henry Lynch Road Reconstruction Project; New Mexico Department of Transportation; Romella Glorioso-Moss, rsglorioso-moss@santafenm.gov, (505) 955-6623.

Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of $427,500 for Engineering Design of Henry Lynch Road Reconstruction Project.

BACKGROUND AND SUMMARY:

The Henry Lynch Road Reconstruction Project has been included in the Infrastructure Capital Improvement Project (ICIP) for the past several years now. More importantly, this is the only project that is prioritized in three (3) City capital infrastructure planning documents: ICIP 2022-2027, IFCIP 2021-2027, and SFMTP 2020-2045, which indicates the necessity and priority of this project for the City of Santa Fe. In the past few years, land use on Henry Lynch Road and the surrounding area has changed dramatically. Apartment complexes, single-family homes, schools, commercial areas have been built recently in this once predominantly mobile/manufactured home and industrial area. Its proximity to huge commercial complexes located along Richards Avenue and Cerrillos Road such as the Home Depot and Walmart makes Henry Lynch a more traveled road than in the past (see Fig. 1).

Fig. 1 Project Location/Land Use



The proposed reconstruction project will extend between Agua Fria St. and Rufina St. (0.48-mile long) and will include repaving of the road, which currently is in a very poor condition. The reconstruction will also include the addition of ADA compliant sidewalks, curb, gutter, bike lanes, associated drainage facilities and necessary right of way acquisition. Total project cost is estimated at 3,070,000; of which $450,000 is for engineering design.

The City is receiving Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) in the total amount of $450,000 for the engineering design of reconstructing Henry Lynch Road. The is proportionally shared between NMDOT at 95% or $427,500 and City at 5% or $22,500. The City match of $22,500 will be sought from road impact fees.

PROCUREMENT METHOD:
This funding is exempt from the New Mexico Procurement Code as per the attached Exemption Determination Request 13-1-98 A approved by the City's Chief Procurement Officer, Ms. Fran Dunaway.

CONTRACT NUMBER:
The FY22 Munis contract number is 3203069.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: NMDOT/3309980
Munis Org Name/Number: CIP Streets/3309980
Munis Object Name/Number: WIP Design/572960

ACTION REQUESTED:
Public Works – Roadway and Trails respectfully requests your review and approval.

ATTACHMENTS:
Transportation Project Fund Grant Agreement (Control #HW2LP50021)
Budget Adjustment Resolution Form
Exemption Determination Request 13-1-98 A Memo
Procurement Checklist
Summary of Contracts, Agreements, Amendments and Leases Form

Contract No. 3203069
Vendor No. 0000054360
Control No. HW2LP50021

TRANSPORTATION PROJECT FUND
GRANT AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.** (Project or CN LP50021). This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is Four Hundred Fifty Thousand Dollars and No Cents **($450,000.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 95% **$427,500.00**
   Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities.

2. The Public Entity's required proportional matching Share shall be 5% **$22,500.00**
   For purpose stated above

3. Total Project Cost **$450,000.00**

b. The Public Entity is responsible for all costs that exceed Project funding.
c. All allocated funds must be spent by **June 30, 2025**.
d. The Public Entity represents that no federal funds will be used to finance the Project.
e. The Public Entity must repay Project funding to the Department if:
   1. The Project is cancelled or partially performed.
   2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
   1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
   2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
   3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.

b. Will not:
   1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
   2. Have any involvement in the construction phase;
   3. Be involved in permit preparation or the review or coordination with regulatory agencies.
   4. Conduct periodic assurance inspections or comparison material testing.
   5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.

c. May perform Project monitoring that might consist of the following:
   1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
   2. Request written Project status reports.
   3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.

d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.

e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the purpose as described in Section 1.

b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.

c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.

d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.

e. Have sole responsibility and control of all project phases and resulting quality of the completed work.

f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
   1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and

2. Design and construct the Project in accordance with standards established by the Department.

g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
o. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
b. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
d. The requirements of 18.27.6 NMAC are incorporated by reference.
e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

6. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on the earliest of the following dates: (a) Department receipt of the Certification of

Completion or (b) **June 30, 2025**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.
If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) days written notice. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

8. Third Party Beneficiary.
It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public 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(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. New Mexico Tort Claims Act.
As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq*.

10. Contractors Insurance Requirements.
The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

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

12. Terms of this Agreement.
The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.
The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.
The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

15. Appropriations and Authorizations.
The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.
There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five (5) years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

17. Severability.
In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.
The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.
This Agreement may be amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Craig C Kling (Sep 24, 2021 14:32 MDT) Date: Sep 24, 2021
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and legal sufficiency by the City's Attorney

Marcos Martinez
Marcos Martinez (Oct 19, 2021 14:36 MDT)

Oct 19, 2021

CITY OF SANTA FE Attorney

Date

Approved

CITY OF SANTA FE Finance Director

Date

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP50021

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP50021**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20____

In Witness Whereof, _____ in his/her capacity as_____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Santa Fe

By:_____ Date: _____

Title: _____ Date: _____

ATTEST:

By:_____ Date: _____

Public Entity Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B

RESOLUTION

City of Santa Fe

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be $450,000 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 95% or $427,500.00

and

b. **City of Santa Fe**'s proportional matching share shall be 5% or $22,500.00

TOTAL PROJECT COST IS $450,000.00

The **City of Santa Fe** shall pay all costs, which exceed the total amount of $450,000.00**.**

Now therefore, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2025 and the **City of Santa Fe** 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 the written agreement.

Now therefore, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **LP50021** with the New Mexico Department of Transportation for the TPF Program for year 2022 for - Henry Lynch Road Reconstruction: To plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina St to include road repavement, bicycle lanes, ADA compliant sidewalks, curb, gutter & drainage facilities. within the control of the **City of Santa Fe** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____	_____
(PRINTED NAME, POSITION)	DATE
_____	_____
(PRINTED NAME, POSITION)	DATE

LP50021

Final Audit Report 2021-09-24

Created:	2021-09-23
By:	Clarissa Martinez (Clarissa.Martinez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAADlmUleUjvlhHzwKRjmgAvz2h0b_FG34r

"LP50021" History

Document created by Clarissa Martinez (Clarissa.Martinez@state.nm.us)
2021-09-23 - 7:37:18 PM GMT- IP address: 76.127.3.135

Document emailed to Craig C Kling (craig.kling1@state.nm.us) for signature
2021-09-23 - 7:37:58 PM GMT

Email viewed by Craig C Kling (craig.kling1@state.nm.us)
2021-09-24 - 8:32:00 PM GMT- IP address: 104.47.65.254

Document e-signed by Craig C Kling (craig.kling1@state.nm.us)
Signature Date: 2021-09-24 - 8:32:54 PM GMT - Time Source: server- IP address: 164.64.74.20

Agreement completed.
2021-09-24 - 8:32:54 PM GMT

Adobe Sign

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering - Roadway and Trails	10/25/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
WIP Design	33099880	572960	ST193300D	427,500	
REVENUES				{enter as negative #}	{enter as positive #}
NMDOT	3309980	490150	ST193300D	(427,500)	
				$ -	$ -

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

Acceptance of $427,500 NMDOT grants to design the reconstruction of Henry Lynch Road.

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Romella Glorioso-Moss 10/22/2021
Prepared By {print name} Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 10, 2021 09:08 MST)
Budget Officer Date

Division Director Signature {optional} Date

Finance Director {≤ $5,000} Date

Regina Wheeler
Regina Wheeler (Nov 2, 2021 11:53 MDT)
Department Director Signature Date

City Manager {≤ $60,000} Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Transportation Project Fund Grant Agreement (Control # HW2LP50021)

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Romella Glorioso-Moss — Sr. Projects Administrator — 10/22/2021

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

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203069

Contractor: **NMDOT**

Description: **Transportation Project Fund Grant Agreement for $450,000 to design the reconstruction of Henry Lynch Road.**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: _____

☑ Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **NMDOT (TPF)** **Org / Object:** **3309980/572960**

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB PWD - NMDOT (Henry Lynch Reconstruct)

Final Audit Report 2021-11-10

Created:	2021-11-10
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPk8oMFDHeQvsp85G7SCptos6yPkY5TYy

"GB PWD - NMDOT (Henry Lynch Reconstruct)" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-11-10 - 3:34:22 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-11-10 - 3:35:06 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-11-10 - 4:08:38 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-11-10 - 4:08:51 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-11-10 - 4:08:51 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico
Memorandum

Date: November 8, 2021

To: Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, AICP, Public Works Sr. Project Administrator RGM

RE: Henry Lynch Reconstruction NMDOT TPF Resolution

EXECUTIVE SUMMARY:
The City of Santa Fe is receiving Transportation Project Funds (TPF) administered by the New Mexico Department of Transportation (NMDOT) in the total amount of $450,000 for the engineering design of LP50021 Henry Lynch Road Reconstruction Project. However a Resolution approved by the Governing Body is needed to receive the funding.

BACKGROUND:
In the past few years, land use along Henry Lynch Road and the surrounding area has changed dramatically. Apartment complexes, single-family homes, schools, and commercial buildings have been built in this once predominantly mobile/manufactured home and industrial area. Its proximity to huge commercial complexes located along Richards Avenue and Cerrillos Road such as the Home Depot and Walmart makes Henry Lynch a more frequently traveled road than in the past. Due to this condition, the reconstruction of Henry Lynch Road has been included in the Infrastructure Capital Improvement Project for the past several years. It is also prioritized in the Santa Fe Metropolitan Transportation Plan 2020-2045.

Recognizing the importance of this project, Public Works-Roadway and Trails, supported by the Santa Fe Metropolitan Planning Organization, responded to FWHA's Transportation Project Funds call for projects in June 2021. The reconstruction project will repave Henry Lynch Road from Agua Fria St. to Rufina St. The project also includes the addition of ADA compliant sidewalks, curbs, gutters, bike lanes, and associated drainage facilities. The total project cost is estimated at $3,070,000, of which $450,000 is for engineering design.

As described in the attached Resolution, the $450,000 in funding for this project will be proportionally shared by NMDOT at 95% or $427,500 and the City at 5% or $22,500. The funding will be used for engineering design: Phase 1: Location Study; Phase 2: Preliminary and Final Design; and Phase 3: Bidding Services. The Agreement terminates on June 30, 2025.

ACTION REQUESTED:
Approve the Resolution as presented.

City of Santa Fe, New Mexico
Memorandum

ATTACHMENTS:
Resolution
FIR

Signature:

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

Signature: Romella Glorioso-Moss

Email: rsglorioso-moss@ci.santa-fe.nm.us

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Joanne Vigil Coppler

Councilor Jamie Cassutt

A RESOLUTION

APPROVING THE CITY OF SANTA FE'S PARTICIPATION IN A TRANSPORTATION FUND PROGRAM ADMINISTERED BY THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF HENRY LYNCH ROAD.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") entered into a grant agreement under the Transportation Fund Program ("TFP") for a local road project; and

WHEREAS, the total cost of the project will be $450,000 to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be ninety-five percent or $427,500; and

2. The City's proportional matching share shall be five percent or $22,500; and

WHEREAS, the City shall pay all costs that exceed the total budgeted amount of $450,000, to the extent permitted under law.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Governing Body hereby approves a cooperative agreement for Project

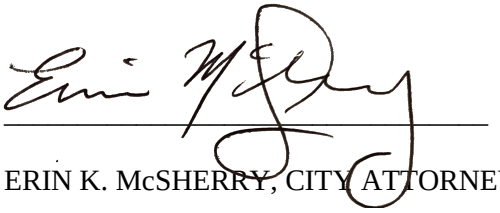
Control Number LP50021 with the NMDOT for the TPF Program for year 2022 for Henry Lynch Road Reconstruction to plan and design the reconstruction of Henry Lynch Rd from Agua Fria to Rufina Street to include road repaving, creation of bicycle lanes, ADA-compliant sidewalks, curb, gutter, and drainage facilities within the boundaries of the City.

BE IT FURTHER RESOLVED that this project maintains priority status for the City.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on June 30, 2025 and the City incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter and that all such agreements, covenants, and understandings have been merged into the written agreement.

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

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Henry Lynch Road Reconstruction

FIR No. 10360

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Henry Lynch Road Reconstruction Project

Sponsor(s): Councilors Vigil Coppler and Cassutt

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 10/25/2021 Phone: 955-6623

Reviewed by City Attorney: _____ Date: Nov 8, 2021

Reviewed by Finance Director: _____ Date: Nov 8, 2021

Summary:
This Resolution specifies the conditions for accepting Transportation Project Funds administered by the New Mexico Department of Transportation in the total amount of $450,000 for preliminary and final design of Henry Lynch Reconstruction Project. Funding is proportionally shared with NMDOT contributing 95% of the total cost ($427,500) and the City contributing 5% ($22,500). The funding agreement terminates on June 30, 2025.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose NMDOT's funding share of 95% or $427,500. In addition, NMDOT will decline any future application for project funding by the City.

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

Performance and Administrative Implications:
Roadway and Trails staff will need to administer the project including hiring design consultants, ensuring the project is completed within the funding agreement term, ensuring the project complies with the funding agreement, and submitting reimbursements to NMDOT.

Fiscal Implications:
The City's funding share is 5% or $22,500.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 22,500	$	$	Y	NR	Road Impact Fees	$ 22,500
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 22,500	$	$				$ 22,500

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

Expenditure Narrative:

The City's 5% share of funding for the project is $22,500, which will be used to hire an engineering firm to design the reconstruction. The $22,500 will come from Road Impact Fees fund, which currently has a balance of $2.6M. Road impact fees funds can only be used for roadway improvements.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other (State)	$ 427,500	$	$	NR	NMDOT
Total	$ 427,500	$	$		

Revenue Narrative:

This revenue of $427,500 is NMDOT's 95% share of the funding to hire an engineering firm to do the preliminary and final design of Henry Lynch Road Reconstruction Project.

Signature:

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

City of Santa Fe, New Mexico
Memorandum

Date: November 1, 2021

To: Finance Committee, Quality of Life Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison
Kyra Ochoa, Community Health and Safety Department Director

RE: Extension of Term for Community Health and Safety Task Force

---

EXECUTIVE SUMMARY:

A Resolution updating the terms of Resolution No. 2021-17, to extend the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

BACKGROUND:

The Community Health and Safety Task Force was formed by Resolution No. 2020-29 to examine ways in which the City's community health and safety services can work together as complementary parts of an overall strategy for the benefit of public health and safety of all residents of Santa Fe. Resolution 2021-17 extended the original 6-month term of task force through the end of calendar year 2021 as well as allowing for additional task force members, changing the task force composition, and exempting the task force from certain open meetings act requirements. The reason to extend the term for another calendar year is to allow the task force to conduct an extensive community outreach process, analyze the results of that process, and make recommendations based on the analysis.

ACTION REQUESTED:

Approve the passage of a resolution extending the duration of the term of the Community Health and Safety Task Force through the end of calendar year 2022.

ATTACHMENTS:

Resolution
FIR
Resolution No. 2020-29
Resolution No. 2021-17

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Time Extension

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 3, line 2 ***strike*** "periodic" and ***insert*** in lieu thereof "quarterly status"

2. On page 4, lines 5-6 ***strike*** "the Open Meetings Act or"

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
CHS Task Force Time Extension

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 4, line 17 after the period ***insert*** the following new sentences: "Focus groups may be held without following the Open Meetings Act. The focus groups will enable selected task force members to engage with members of the community in a space that feels safe and where selected Task Force members and community members can be transparent and open about their experiences, expertise, and observations."

Respectfully submitted,

_____
Carol Romero-Wirth, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

A RESOLUTION

UPDATING THE TERMS OF RESOLUTION NO. 2021-17 TO EXTEND THE COMMUNITY HEALTH AND SAFETY TASK FORCE'S TERM THROUGH THE END OF CALENDAR YEAR 2022.

WHEREAS, Resolution No. 2020-29 established the Community Health and Safety Task Force ("Task Force"); and

WHEREAS, Resolution No. 2021-17 extended the duration for which the Task Force would continue meeting until the end of the calendar year 2021; and

WHEREAS, the Task Force has determined that additional time is needed to complete the community outreach responsibilities of the Task Force as established in Resolution No. 2020-29.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the terms governing the Community Health and Safety ("CHS") Task Force are hereby updated as follows:

Section 1. PURPOSE: the purpose of the CHS Task Force is to examine ways in which the City's community health and safety services can work together as complementary parts

of an overall strategy for the benefit of public health and safety of all residents of Santa Fe.

Section 2. DUTIES AND RESPONSIBILITIES: The CHS Task Force shall accomplish the following tasks:

A. Assess SFPD's and SFFD's internal operations, policies, procedures and practices, with attention to data-informed local and national research. Some aspects that may be assessed, depending on the task force identified priorities, include, but are not limited to: examining SFPD's use of force policies, professional standards and ethics, officer and department trainings, equipment and weapons, staffing, workloads, calls for service, 9-1-1 call handling and dispatch services, among other matters;

B. Assess ways the SFPD and SFFD can connect with all facets of the community to provide safety and offer services while engendering trust and mutual respect;

C. Assess the ways the SFFD, Emergency Management, Community Services, and the SFPD can provide mutual support in achieving their shared missions to keep the residents of Santa Fe healthy and safe;

D. Examine City programs, such as MIHO, THRIVE, CONNECT and others to find existing initiatives that can be building blocks for future cross-department collaboration;

E. Explore types of calls for service that could be better handled or responded to by human service or social science field professionals;

F. Provide an opportunity for a broad cross-section of the Santa Fe community to give advice and offer their experiences, expertise and ideas that will help improve the quality and consistency of community health and safety;

G. Examine such other matters as the co-chairs and members of the Task Force may deem relevant to their mission or related to the general purpose of the Task Force, which may include exploring innovative approaches to community health and safety, reimagining the current structures and systems in which the City currently operates, and examining root causes of

identified problems; and

H. Provide periodic reports and recommendations to the Governing Body.

Section 3. MEMBERSHIP; OFFICERS; TERMS:

A. *Membership.* The CHS Task Force membership shall consist of eleven to fifteen members appointed by the mayor with the approval of the Governing Body. Two of the members shall be city councilors and the remaining shall be members of the general public with experience or knowledge in community health, public safety, restorative justice, and/or social or racial justice and community work, who reside within the municipal boundaries of the City of Santa Fe; at least four of the general public members shall be selected from each of the City districts, with five to nine members serving in an at-large capacity, with a balance of representation from all districts.

B. *Officers*. The appointed city councilors may serve as co-chairs of the Task Force or members of the CHS Task Force may decide if they want to select another Task Force member or members to serve as chair or co-chairs.

C. *Terms*. Members shall serve until they complete their duties and responsibilities as set forth above.

D. *Compensation*. Members shall not receive compensation for their service on the CHS Task Force.

Section 4. VACANCIES: Vacancies on the CHS Task Force shall be filled in the same manner as initial appointments.

Section 5. MEETINGS; DURATION:

A. The CHS Task Force shall meet at least once per month and shall conduct public meetings to discuss and develop recommendations related to the duties and responsibilities described above.

B. In order to be successful, the CHS Task Force needs to safely meet and engage with its members and segments of the population who have been historically or are currently

disenfranchised, experienced personal trauma, and/or who may not feel comfortable speaking openly to the public about their lived experiences with law enforcement. Therefore, it is imperative that the CHS Task Force members feel comfortable expressing their viewpoints among their fellow members in a safe and supported environment.

C. The CHS Task Force may hold its meetings without observing the Open Meetings Act or Robert's Rules of Order in order to facilitate a comfortable forum for conversations with members of the community that feels safe and where Task Force members and community members can be transparent and open about their experiences, expertise, and observations. The CHS Task Force may hold occasional public meetings to provide regular updates to the public and offer opportunities for public engagement.

D. The CHS Task Force shall host a series of community conversations to gather insight into the concerns and ideas of community members to ensure that the city's health and safety strategies are guided by community input.

E. The CHS Task Force shall convene a series of focus groups around the city to learn how health and safety issues affect communities, families, and individuals, and how current City policies can be improved. Focus groups should represent specific constituencies that are affected by the city's current health and safety policies.

F. Unless further extended by the Governing Body, the CHS Task Force shall conclude its work [~~by~~] on or before December 31, [~~2021~~] 2022. The City shall appropriate funding to accomplish the provisions of paragraphs D. and E. above.

Section 6. STAFF LIAISON: The City Manager shall appoint an appropriate staff member to serve as the liaison to the Task Force.

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

_____

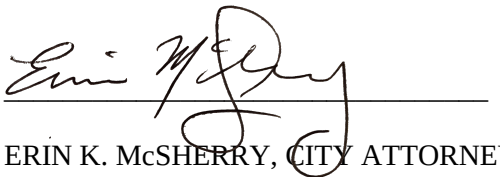
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/CHS Task Force Time Extension

FIR No. 10366

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): CHS Task Force Time Extension

Sponsor(s): Councilors Rivera and Villarreal

Reviewing Department(s): _____

Staff Completing FIR: Kyra Ochoa, Jesse Guillen Date: 11/1/21 Phone: 955-6603

Reviewed by City Attorney: _____ Date: Nov 1, 2021

Reviewed by Finance Director: _____ Date: Nov 4, 2021

Summary:
The extension of the timeline in itself has no fiscal impact, but it will also require one year of facilitation at a contracted cost of $20,000.

Departments Affected:
Community Health and Safety Department, City Attorney's Office.

Consequences of Not Enacting Legislation:
Duties and responsibilities of the Health and Safety Task force as set out in Resolution 2020-29 would not be completed. Staff is not aware which duties and responsibilities have been completed to date, but have been made aware from Councilors that more time is needed to do so.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This is the second extension of duration since the original Resolution 2020-29, which established a 6-month duration. The first, Resolution 2021-17, extended the duration for one year.

Performance and Administrative Implications:
Staff will need to identify additional revenue and process contract(s) for facilitation services.

Fiscal Implications:
$20,000 for one year of facilitation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$		R		
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 20k	$	$		NR		
Operating	$	$	$				$
Total:	$ 20k	$	$				$ TBD

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

Expenditure Narrative:

The first contract for facilitation for $10,000 was expended in April of 2021. The current contract for facilitation is in the amount of $10,000. This contract expires in March of 2022. If additional facilitation is needed, the funding source for an additional $20,000 will need to be identified to procure additional facilitation services to coincide with the extension of the task force work timeline. In addition, $40,000 has already been identified in the Community Services Department's budget for a community engagement contractor.

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: The revenue source for the $20,000 in expenditures has not yet been identified.

Signature:

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

Signature:
Kyra Ochoa (Nov 1, 2021 16:34 MDT)

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/01/21
FOR CITY COUNCIL MEETING OF 11/10/21

CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal)
A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	10/27/21
Finance Committee:	11/01/21
Quality of Life Committee:	11/03/21
Governing Body: 11/10/21	

FINANCE COMMITTEE ACTION:
Move forward with No Recommendation

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

ACTION SHEET QUALITY OF LIFE MEETING OF 11/03/2021
ISSUE NO. 6c CONSIDERATION OF RESOLUTION NO. 2021-____. (Councilor Rivera and Councilor Villarreal) A Resolution Updating the Terms of Resolution No. 2021-17 to Extend the Community Health and Safety Task Force's Term Through the End of Calendar Year 2022. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518) Committee Review: Introduced: 10/27/21 Finance Committee: 11/01/21 Quality of Life Committee: 11/03/21 Governing Body: 11/10/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilwomen Cassutt for discussion. Approved to forward to 11/10/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

City of Santa Fe, New Mexico

memo

To: **Members of the Governing Body**
From: **Frank E. Ruybalid, Assistant City Attorney** FER
Via: **Erin K. McSherry, City Attorney** EM
Re: **Appeal # 2021-004271-APPL; Recommendation on Conformity of Appeal by: Stephen Durkovich, Andrew Eiseman, Steve Flance, Joe Schepps, Nancy Zeckendorf, Upper Camino de Cruz Blanca Road Association and Los Miradores Unit Owners Association of the Historic Districts Review Board's Decision in Case # 2021-003844-HDRB, to permit a telecommunications facility near the St. John's College campus, 72 feet south of 1160 Camino de Cruz Blanca**
Date: **November 5, 2021; for the November 10, 2021, Meeting of the Governing Body**

I. INTRODUCTION

The Historic Districts Review Board and the Planning Commission approved an application to build a telecommunications "monopole," with open antennas, near the St. John's College campus.

A number of persons and associations filed an appeal of the decision. As contemplated in the City's Code, the Land Use Director reviewed the appeal and, finding it did not comply with the requirements for appeal, referred it to the City Attorney's Office for review. The City Attorney's Office agrees that the appeal fails to conform to the legal requirements for an appeal set forth in the Santa Fe City Code. In addition, future City action that would further delay the permitting and the construction of this tower is precluded by federal law. **The City Attorney's Office (CAO) therefore recommends that the Governing Body deny the appeal without a public hearing.**

In telecommunications, federal law supersedes local zoning and land use codes in many cases, and federal objectives, the U.S. Code and Code of Federal Regulations, require cities to take action on applications for telecommunications projects within specific "shot clocks." This appeal is well beyond the shot-clock window permitted by federal regulations.

II. BACKGROUND

An application to build a cell tower on the St. John's College campus at 1160 Camino de Cruz Blanca has been pending with the HDRB in one form or another since early 2020.

Initial application: Sean Milks, a Managing Member for Gravity Pad Partners, LLC, exchanged e-mails with City of Santa Fe Senior Planner Dan Esquibel as early as

December, 2019, requesting a pre-application meeting with the City Planning Department, per SFCC § 14-3.1(E), and submitting preliminary drawings and photos. The Pre-Application Conference with the City Planning Department took place May 14, 2020, and an Early Neighborhood Notification (ENN) meeting, per SFCC § 14-3.1(F), took place via Microsoft Teams June 30, 2020.

Three public hearings took place with the HDRB on June 23, 2020; July 14, 2020; and August 11, 2020. In Findings of Fact and Conclusions of Law approved by the HDRB September 8, 2020, the Board denied the project, largely based on its obtrusive height.

Revised application: About a month later, Mr. Milks submitted a new application for a similar tower. Since St. John's College is listed on the National Register of Historic Places, the Applicant sought input from the State Historic Preservation Office (SHPO), which recommended various changes to the design. A second ENN meeting took place May 25, 2021, via Zoom.

This time, the City Planning Commission had a hearing on the application before the HDRB took it up. The Planning Commission approved the project July 1, 2021, contingent on review and approval by the HDRB. The HDRB held two hearings on the revised application, one on July 13, 2021, and a second on August 10, 2021.

The HDRB adopted Findings of Fact and Conclusions of Law reviewed and approved by the HDRB August 24, 2021. The HDRB made specific reference to federal law, the Telecommunications Act, 47 U.S.C. § 332(c)(7), which prohibits State or local governments from regulating the placement and construction of wireless service facilities in a manner that effectively prohibits wireless services. September 24, 2021, Stephen Durkovich, an attorney who lives in the area near the proposed tower, and six other appellants filed a Verified Appeal Petition, challenging the decision of the HDRB. **[Attachment A, Verified Appeal Petition]**

III. TIMELINE (pivotal events in **bold face** type)

12/04/2019	First documented contact by Gravity Pad with City Senior Planner
05/14/2020	Pre-Application Conference on original application per SFCC § 14-3.1(E)
06/23/2020	First HDRB Hearing on original application
06/30/2020	Early Neighborhood Notification meeting per SFCC § 14-3.1(F)
07/14/2020	Second HDRB Hearing on original application
08/11/2020	Third HDRB Hearing on original application
09/08/2020	HDRB adopts Findings / Conclusions denying original application
09/16/2020	Milks & Gravity Pad submit incomplete revised application
03/19/2021	**Revised application completed** (site plan & certified engineering schematics submitted)
05/25/2021	Early Neighborhood Notification meeting on revised application
07/01/2021	Planning Commission hearing, revised application approved
07/13/2021	First HDRB Hearing on revised application
08/10/2021	Second HDRB Hearing on revised application
08/24/2021	**HDRB adopts Findings / Conclusions granting revised application** (with conditions)

09/24/2021 Verified Appeal Petition filed by Durkovich & six others

IV. THE APPEAL DOES NOT CONFORM WITH THE CITY'S CODE

There is a difference between an appeal that is meritless for having no foundation in the facts, and an appeal which is legally flawed for some procedural or jurisdictional insufficiency: The first requires a *hearing on the merits*; the second must be *dismissed without a hearing*. A dismissal is appropriate in the latter situation because, otherwise, the Governing Body would be proceeding without authority to hold a hearing on the appeal. There are two reasons why this appeal fails to conform with the City's legal requirements and, therefore, the Governing Body must dismiss it.

A. Non-conformity of the Appeal to the requirements of Section 14-3.17

Subsection (D), "Process to File an Appeal," of SFCC 1987, Section 14-3.17, provides that, if the Land Use Director and the City Attorney concur that the Appeal does not conform to the requirements of SFCC § 14-3.17, then the City does not have to conduct a hearing on an Appeal:

> **(6) Conformity of Appeal.** The land use director shall promptly review all appeals for conformity with the requirements of Section 14-3.17. Upon determining that an appeal does not conform to the requirements, the land use director shall refer the matter to the city attorney for review.
>
> (a) If the city attorney concurs with the land use director's determination, the city attorney's written recommendation shall be forwarded to the governing body for discussion. The governing body may accept the city attorney's written recommendation and the decision is final and may be appealed to district court. If the governing body does not accept the city attorney's recommendation, the appeal shall be heard as set forth in Chapter 14.

The process described above grants the Governing Body the discretion to dismiss an Appeal without a hearing if it agrees with the City Attorney's recommendation. The City of Santa Fe Interim Land Use Director Jason Kluck and Historic Preservation Managers Nicole Ramirez Thomas and Carly Piccarello memorialized their opinions that this Appeal does not conform with the City's Code. **[See Attachment B, E-Mail from Land Use Director]**. As noted in this Memo, page 1, above, the City Attorney's Office (CAO) recommends that the Governing Body deny the appeal without a public hearing for the reasons that follow.

B. Violation of 15-day appeal deadline under the Santa Fe City Code

Appeals of decisions by the City's Land Use Department, or any Board within Land Use, such as the Historic Districts Review Board or Planning Commission, are controlled by the City Code, SFCC 1987, Section 14-3.17. An appellant must file an appeal within 15 days of the date of a Land Use Board's final action. Section 14-3.17(C)(1) reads as follows:

> Appellants shall file an appeal as follows: . . .

(a) within thirty days for appeals of final actions by land use boards on subdivision plats, master plans and development plans; or

(b) within thirty days for appeals of approval or denial by the land use director of an application for a final plat for resubdivision or summary subdivision; or

(c) within fifteen (15) days of the date of final action for all other appeals.

This appeal does not involve subdivision plats, re-subdivisions, master or development plans, so the appeal window under subsection (C)(1)(c) is 15 days after the "final action."

The date of a "final action" is also specified in the Code, Section 14-3.17(C)(4):

The date of the final action shall be deemed to be the date of the final written decision and determined as follows: . . .

(b) For final actions of a land use board or the governing body, the date that body adopts a written decision containing findings of fact and conclusions of law; provided that if such body has not adopted findings of fact and conclusions of law within thirty-five days of the date the vote deciding the matter was taken, then the date of final action shall be deemed to be such thirty-fifth (35th) day.

The Historic Districts Review Board is specifically included in the definition of a "Land Use Board" in SFCC 1987, Section 14-12.1.

Because the HDRB adopted the proposed written findings of fact and conclusions of law on August 24, 2021, the 15-day appeal timeline started that day. The August 24 meeting was public and presided according to a published agenda that included the written findings of fact. For the Governing Body to consider the Appellants' appeal, it had to have been filed no later than September 8, 2021. Instead, it was filed September 24, 2021, which was 16 days after the deadline spelled out in SFCC 1987, Section 14-3.17(C)(1)(c), expired.

The timelines and the procedures articulated in the City Code are not just suggestions or recommendations. "Rules and regulations adopted by city ordinance have the force of law." *Apodaca v. AAA Gas Co.*, 134 N.M. 77, 95, 73 P.3d 215, 233 (N.M.App. 2003). "Having the force of law, municipal rules and regulations impose a standard and a duty to comply with that standard." *Id.* Even if the Appellants were not aware of the 15-day appeal deadline, a person's "[n]oncompliance is not excused by ignorance of the standard." *Id.*

After the appeal period has passed, the Applicant has a reasonable expectation that the City's decision is final and that the Applicant can obtain building permits and construct the project. The City's land use appeal ordinance should be interpreted in a manner that that furthers "a party's opportunity to be heard at a meaningful time and in a meaningful manner," and that procedures "adhere to procedural due process." SFCC 1987, § 14-3.17(I). The 15-day appeal deadline in the land use appeal ordinance establishes the time constraint the City determined appropriate to protect the procedural due process rights of the Applicant and to ensure a fair process for all.

C. Violation of 150-day federal "shot clock"

Congress' 1996 Telecommunication Act, 47 U.S.C.A. § 332, acknowledged a city's interest in regulating zoning, but placed the following restrictions on a city's treatment of mobile service providers:

(B) Limitations

(i) The regulation of the placement, construction, and modification of personal wireless service facilities by any State or local government or instrumentality thereof . . . (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless services.

(ii) A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed with such government or instrumentality, taking into account the nature and scope of such request.

47 U.S.C.A. § 332(c)(7)(B).

Applying these restrictions, a City Board cannot prohibit a proposed cell tower, and it cannot stall an application forever – the city has a "reasonable period of time" to act on it. A provider who believes a unit of government has violated the limitations in 47 U.S.C.A. § 332(c)(7)(B) can take the city to court and get an expedited ruling:

(v) Any person adversely affected by any final action or failure to act by a State or local government or any instrumentality thereof that is inconsistent with this subparagraph may, within 30 days after such action or failure to act, commence an action in any court of competent jurisdiction. The court shall hear and decide such action on an expedited basis.

47 U.S.C.A. § 332(c)(7)(B)(v).

The Federal Communications Commission has defined "a reasonable period of time." The time window for cities to act on a mobile service provider's application to build a facility is 150 days, from the date the application is completed to the time the application is approved or denied. As set forth in the Code of Federal Regulations:

(a) Timely action required. A siting authority that fails to act on a siting application on or before the shot clock date for the application, as defined in paragraph (e) of this section, is presumed not to have acted within a reasonable period of time.

(c) Presumptively reasonable periods of time --

(1) Review periods for individual applications. The following are the presumptively reasonable periods of time for action on applications . . . :

(iv) Review of an application to deploy a facility other than a Small Wireless Facility using a new structure: 150 days.

47 C.F.R. § 1.6003(a) and (c)(1)(iv).

This application was for a large wireless facility. The shot clock date for a small wireless facility is a maximum of 90 days.

47 C.F.R. § 1.6003 also spells out how to calculate the time accrued against the shot clock: "(e) Shot clock date. The shot clock date for a siting application is determined by counting forward, beginning on the day after the date when the application was submitted, by the number of calendar days of the shot clock period identified pursuant to paragraph (b) of this section . . .." Under 47 C.F.R. § 1.6003(b) and (d)(2)(ii), the clock starts running when the applicant submits all the documents and information identified by the siting authority to complete the application.

Hence, Gravity Pad's application was complete March 19, 2021 – the date it submitted the final site plans and engineering specs – and the 150-day shot clock expired August 16, 2021. The HDRB voted to approve the application in its meeting August 10, 2021, six days before the shot clock ran out. For the City to delay further action on the application while it entertains Mr. Durkovich's appeal, which was filed 189 days after the application was complete, and 39 days after the federally regulated shot clock closed, would re-open Mr. Milks' and Gravity Pad's option under 47 U.S.C.A. § 332 to seek a court injunction against further delay.

Federal courts are not sympathetic to cities that disregard federal law, and the interests of historic preservation and streetscapes will not supersede the Telecommunications Act's objectives of advancing mobile services. *Crown Castle Fiber, LLC, v. City of Charleston*, 448 F.Supp.3d 532 (D.S.C. 2020); *Qwest Corporation v. City of Santa Fe*, 380 F.3d 1258 (10th Cir. 2004).

V. CONCLUSION

The City Attorney's Office recommends that the Governing Body reject the Appeal. This recommendation is consistent with federal and local law.

LUD Use Only

Time Filed: 2:57pm 9/24/21
Fee paid: $200.00
Receipt attached:)
gg

(date stamp)

Case #2021-4271-APPL

VERIFIED APPEAL PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: Durkovich, Stephen
Last *First* *M.I.*

Address: 1607 Camino de Cruz Blanca
Street Address *Suite/Unit #*

Santa Fe, New Mexico 87505
City *State* *ZIP Code*

Phone: (505) 989-1016 E-mail Address: steve@durkovichlaw.com

Additional Appellant Names: See Attachment A

Correspondence Directed to: ☒ Appellant ☐ Agent ☐ Both

Agent Authorization (if applicable)

I/We: _____

authorize _____ to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: _____ Date: _____

Subject of Appeal

Project Name: Telecommunications Facility

Applicant or Owner Name: Gravity Pad, LLC Agent for St. John's College

Location of Subject Site: 1160 Camino De Cruz Blanca; St. John's Collge Campus

Case Number: 2021-3844-HDRB Permit Number (if applicable): _____

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☒ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

SFCC 14-3.17(B)(2) and SFCC 14-3.17(B)(3)

Basis for Appeal: ☐ The facts were incorrectly determined ☒ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

HDRB's decison to Approve the height waiver and design approved on September 14, 2021.

☒ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

See Attachment B

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

See Attachment C

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: _____ Date: _____

Agent Signature: _____ Date: _____

State of New Mexico)
) ss.
County of Santa Fe)

I/We _____, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

_____ _____
Signature *Signature*

Stephen Durkovich _____
Print Name *Print Name*

Subscribed and sworn to before me this 20th day of September, 2021.

OFFICIAL SEAL
Sharon Gallegos
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: 4/22/25

_____
NOTARY PUBLIC

My commission expires:
4/22/2025

Attachment A – The Additional Appellants

- Andrew Eiseman
- Steve Flance
- Joe Schepps
- Nancy Zeckendorf
- Upper Camino de Cruz Blanca Road Association
- Los Miradores Unit Owners Association

Attachment B - DESCRIPTION OF THE HARM

THE SETTING

St. John's College, a small liberal arts college with a unique great books learning tradition, is located on a 260 acre campus listed on the National Register of Historic Places because its landscape plan reflects the mid-20th century ideas in landscape design. Other historic recognitions and designations include the Historic Santa Fe Foundation and the New Mexico State Register of Cultural Properties. The campus was donated to St. John's College by John Gaw Meem, one of New Mexico's most ardent historic preservationists. It was the first college or university campus in New Mexico listed in its entirety as a "Historic Review District" because of its significant concentration of historic architecture, landscape architecture and art.

The campus buildings comprising the College are all of a uniform Territorial Revival design, and sit back against a large hill at the south-end of the campus overlooking an uninterrupted expanse of mostly pinon trees all the way to the north-side of the campus bordered by Camino de Cruz Blanca and the Los Miradores Development. The entire area is a part of Santa Fe's Historic Review District.

The Historic Districts Review Board (the Board) in an oral decision made on August 10, 2021, waived the 16-foot height limitation applicable to the proposed location and approved the erection of a 65-foot telecommunications tower to expand wireless telecommunications coverage to the St. John's campus and the surrounding neighborhoods.

THE VISUAL INSULT TO THE CAMPUS AND THE SURROUNDING NEIGHBORHOODS

The proposed tower stands 50 feet above the existing pinon tree cover, foreign to anything that grows or has been built there. It is to be hung with aerials at 10-foot intervals up and down its length, shrouded with artificial fabric and painted brown (earth-colored fiberglass). The State Historic Preservation

Office (SHPO) six months earlier had found essentially this same tower to adversely affect St. John's' status as a federally listed historic property because,

> "…the industrial design and height of the tower would have an overwhelming presence and…detract from the campus' historic setting."

Board member Buddy Roybal in opposing an immediate vote in the issue, pointed out the proposed tower was

> "…really intrusive. It's just plain ugly. So, encapsulating everything within that cylinder you're talking about, it's just going to be ugly, no matter what color you put on it."

THE HARM WAS AVOIDABLE

The Board waived the Historic District's 16-foot height limitation allowing construction of the tower with its aerial when clear alternatives existed to the tower, the technology, the type of aerials and their location all of which would have provided not just expanded telecommunications coverage to St. John's and the adjoining neighborhoods. These clear alternatives presented by the Neighborhood were either ignored or never discussed. Some of these alternatives could have been constructed without cost to St. John's and provided annual income to it for using the alternative. Each would have spared the neighborhood the needless and jolting harm caused by the visual impact of a 65-foot tower.

Attachment C – BASIS FOR THE APPEAL

A. The Board violated its duties in not complying with the following provisions of the Santa Fe City Code (SFCC) in its grant of a height waiver for the placement of a 65-foot tower in a Historic District.

- The Board may grant a waiver of the 16-foot height limitation only if the Board finds: (i) the applicant has demonstrated to the Board's satisfaction that it has explored all alternatives to the proposed site in historic district and (ii) the proposed design and the conditions of § 14-5-2(C)(5)(c)(i-iii)and (v-vi) have been met. See § 14-6.2(E)(8)(c).

- The Board is not permitted to approve a telecommunications facility unless the applicant has demonstrated to the Board that no less intrusive means or alternatives to the proposed siting options is practicable. See § 14-6.2(E)(4)(b).

- The Board is not permitted to grant a waiver unless it has considered the availability of other structures for co-location or alternate antennae configurations with less visual impact. See § 14-6(E)(8)(c).

- The Board may not grant a waiver if it would "damage the character of the streetscape. § 14-6.2(E)(8)(c)(ii) and § 14-5.2(C)(5)(c)(i).

- The Board is not permitted to grant a waiver unless the waiver is required to prevent "hardship to the applicant or an injury to the public welfare." See § 14-5.2(C)(5)(c)(ii).

- The Board is not permitted to grant a waiver unless the project will strengthen the heterogeneous character of the City by providing a full range of design options. See § 14-5.2(C)(5)(c)(iii).

- The Board is not permitted to grant a waiver unless the waiver is due to special circumstances which are not the result of the actions of the applicant. See §14-5.2(C)(5)(c)(v).

- The Board is not permitted to grant a waiver unless the project will provide the least negative impact with respect to the purposes of the historic district ordinance. See § 14-5.2(C)(5)(c)(vi).

The Board never made Findings of Fact demonstrating its consideration of each of these prerequisites as it was required to do.

> "… the Board shall make a positive Finding of Fact that such exceptions comply with all the criteria listed…" See SFCC § 14-5.2(C)(5)(b).

"…the Board shall find that the applicant has conclusively demonstrated that all waiver criteria have been met…" See SFCC § 14-5.2(C)(5)(c).

"Written Record; Findings of Fact After hearing and considering all the evidence presented, approval or disapproval of an application, request or other item shall be accompanied by a written statement of the important facts on which the decision is based, including the pertinent provisions of Chapter 14, and a full explanation of why those facts led to the decision made." See SFCC § 14-2.8(H).

The Board's decision lists only Conclusions of Law without Findings of Fact to support them. Absent Findings of Fact, the Board's Conclusions of Law are meaningless.

B. The Board impermissibly communicated with Gravity Pad outside of the public hearing process in violation of § 14-2.8(G).

C. The Board allowed consideration of alternate sites locations and designs previously proposed by Gravity Pad and previously rejected by the Board. See Case# 2020-002194-HDRB Findings of Fact and Conclusions of Law. These sites and design proposals rejected without appeal in 2020 could not be revived for consideration by the Board in 2021.

D. Instead of deciding whether Gravity Pad's application met the requirements of § 14-5.2(D)(9)(c) for the location and design of the tower and whether it damaged the character of the streetscape, the Board illegally delegated its responsibilities to determine these issues to a committee made up of the State Historic Preservation Office, St. John's College and the City of Santa Fe.

However the Board alone had the responsibility to determine whether Gravity Pad had explored all alternatives to the proposed tower and its locations. The Board then had to approve or deny Gravity Pad's application. The Board could not delegate it decision to a committee of its own creation. See SFCC § 14-5.2, § 14-2.6 and § 14-6.2(E). Neither could the Board exclude the surrounding Neighborhood from that review process by not making the Neighborhood a member of the committee it had created.

City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

000745-0009 Clarence 09/24/2021 02:57PM

EG INVOICE
DURKOVICH, STEPHEN
2021-004271--APPL
2021 Item: INV-00035252
Appeal Fee - Plan - All
Appeals 200.00

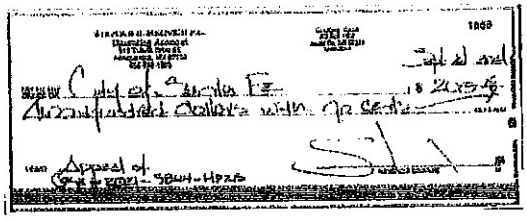
200.00

Subtotal 200.00
Total 200.00

CHECK 200.00
Check Number001569

Change due 0.00

Paid by: DURKOVICH, STEPHEN



Thank you for your payment

City of Santa Fe, NM COPY
DUPLICATE RECEIPT

From:	KLUCK, JASON M.
To:	RUYBALID, FRANK E.
Cc:	Nicole Thomas; PICCARELLO, CARLY; PRINZ, MICHAEL N.; MCSHERRY, ERIN K.
Subject:	FW: St. John"s Appeal from Durkovich et al.
Date:	Sunday, September 26, 2021 10:31:20 AM
Attachments:	Notarized Appeal Form-signed.pdf

Good morning Frank,

Please see the attached notarized appeal form, accepted by LU Staff (with payment of the fee) from Stephen Durkovich regarding the HDRB's approval of the St. John's College telecommunication facility. HPD Staff has also provided a review of conformity in the message below and has determined that the appeal does not conform to the criteria required under SFCC § 14-3.17. I concur with this determination.

Please feel free to contact me to discuss or if you require additional information in order to recommend dismissal by the GB without an appeal hearing. If an item is added to a GB meeting agenda for this appeal/dismissal, please include myself and the LU Staff cc'ed here on the date.

Thanks,

Jason

From: Nicole Thomas <nicole@wonderstoneconsulting.com>
Sent: Thursday, September 23, 2021 4:38 PM
To: KLUCK, JASON M. <jmkluck@santafenm.gov>
Cc: PICCARELLO, CARLY <cpiccarello@santafenm.gov>
Subject: St. John's Appeal from Durkovich et al.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Jason,

Here is our statement. As discussed, we do not think this appeal should be accepted. Below is our response.

The Appeal was not Timely Filed

The appeal period for case 2020-003844-HDRB was August 25th- September 8th, 2021. Per SFCC 14-3.17(4)(b) "the date the body adopts a written decision containing Findings of Fact and Conclusions of Law" is the date of final action. Case 2020-003244-HDRB was heard on August 10th, 2021 and the Findings of Fact and Conclusions of Law were presented as a written decision and approved by the Historic Districts Review Board on August 24th, 2021, initiating the 15 day appeal period.

The Basis for the Appeal is Unclear

It is also unclear as to what the basis for appeal is per 14-3.17(2), Basis for Appeal. The appellant states they find the height of the tower inappropriate for the setting and that the HDRB waived the maximum allowable height in the streetscape when there were other alternatives.

- There is no clear appeal to contest noncompliance of the final action taken by the HDRB. It is within the Board's authority to approve a waiver of height per 14-6.2(E)(8)(c).
- There is no contest to the application of the provisions of the Historic Districts Code. The Board waived the 16-ft height calculated for the streetscape (calculated per 14-5.2(D)(9)) which is within their discretion when taking into account the criteria in 14-6.2(E)(8)(c). The applicant demonstrated to the satisfaction of the Board that all locations and designs were considered and they found that the applicant met the criteria as outlined in 14-5.2(C)(5)(i-iii and v-vi). The Board acted within their authority.
- There is no appeal for a lack of substantial evidence to support the decision made by the Board. Three public hearings to discuss the design and location of the proposed telecom tower were held in 2020, and two public hearings and a field trip to the site location were held in 2021. A significant amount of evidence, testimony, and discussion were presented to the Board in order for them to make a decision.

An Appeal to the Governing Body Potentially Violates the Timely Processing of Wireless Provider Applications

Further, appealing the decision of the Historic Districts Review Board may be preempted by federal law governing local zoning authority for wireless telecommunications. These laws require the City to act on applications for wireless providers in a timely manner.

- See, 47 U.S.C. sec. 332(c)(7)(B)(ii), which states: "A State or local government or instrumentality thereof shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a reasonable period of time after the request is duly filed."
- According to considerations of "timely action" per 47 C.F.R. § 1.6003(a), the City has exceeded the presumptively reasonable period of time to act on a new application: "Review of an application to deploy a facility other than a Small Wireless Facility using a new structure: 150 days," (47 C.F.R. § 1.6003(c)(iv)).

To take an appeal to the Governing Body on this matter would prolong the matter, exacerbate the unreasonableness of the City's actions, and potentially expose the City to litigation to enforce the applicant's rights under 47 U.S.C. sec. 332(c).

The decision to approve the application with conditions was the best opportunity that the City and its citizens had to express its desires and requirements in the matter of a telecommunications facility. By having approved the application with conditions, the City will use the decision of the Board to participate in the Memorandum of Agreement (MOA) that will occur between the State Historic Preservation Office (SHPO) and the FCC. The MOA is required per the *Nationwide Programmatic Agreement Regarding The Section 106 National Historic Preservation Act Review Process* as it has been determined that the proposed telecommunications tower will have an adverse effect on historic properties (36 C.F.R. § 800.5). Additionally, should the design of the tower change substantially due to the MOA between SHPO and FCC the design will return to the HDRB for review and decision.

Thanks,
Nicole and Carly

Signature: 

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

Signature: Frank E. Ruybalid
Frank E. Ruybalid (Nov 5, 2021 16:42 MDT)

Email: feruybalid@santafenm.gov

11. DISCUSSION/ACTION ITEMS

I. Recommendation To Deny Appeal # 2021-004271-APPL by Stephen Durkovich, Andrew Ei Steve Flance, Joe Schepps, Nancy Zeckendorf, Upper Camino de Cruz Blanca Road Association and Los Miradores Unit Owners Association of the Historic Districts Review Board's Decision in Case # 2021-003844-HDRB, to Permit a Telecommunications Facility Near the St. John's College Campus, 72 Feet south of 1160 Camino de Cruz Blanca. (Frank Ruybalid, Assistant City Attorney, feruybalid@santafenm.gov)

Name: Stephen Durkovich
Comment - 11/10/2021 12:45 PM: (Against)
Historic Districts Review Board Members August 6, 2021
by way of
Nicole Ramirez Thomas, Acting Manager Historic Districts Review Board
City of Santa Fe, PO Box 909, Santa Fe, NM 87504-0909
505.955.6949, nicole@wonderstoneconsulting.com
Dear HDRB members,
This letter offers my concerns about the current case before you regarding the proposed cellular site at St. John's College in the Historic Review Historic District (2021-003844-HDRB).
The following comments are made in light of the United States Supreme Court decision of June 26, 1978 in the Penn Central Transportation Co. versus New York City case which denied compensation for regulatory takings on an improvement project that was denied. The proposed 50-story addition had an adverse effect upon the historic property. That decision affirmed that the highest and best uses are not guaranteed on historic properties and that reasonable accommodations may be approved instead. Indeed, historic preservation ordinances are adopted by governmental agencies to address a higher good, a public good, in relation to the desires of individual property owners. The City of Santa Fe Historic Districts Ordinance has language in 14-5.2(A)(1) that supports this finding.
After reviewing the packet, I find that the application to be heard on August 10, 2021 remains inaccurate and incomplete and should not have been brought forward to a hearing. The applicant's responses to the height waiver criteria provide the foundation for my comments.
i. Do not damage the streetscape;
Applicant response: "The character of the streetscape is not compromised. The applicant's fence and ground equipment will not be visible from the street."
The applicant has not met this criterion. The proposed site is located in a streetscape that can be characterized as pinyon juniper woodland with a maximum canopy height of approximately 25-30 feet and single-family and condominium earth-tone-colored homes that are 1-story and 2-stories high at a maximum of approximately 28 feet. The character of this streetscape will be compromised by the disharmonious silver or gray metal structure towering above the streetscape at 65 feet high.
The walking trail (another public way beside the proposed cell site) that has been in use for more than 10 years will be compromised, also. The trail presently travels directly through the proposed cell site and it will have to be relocated around the ground equipment enclosure, probably requiring the removal of trees. The tower and the coyote fence enclosure will be visible from both public ways, Camino de Cruz Blanca and the walking trail.
ii. Prevent a hardship to the public welfare;
Applicant response: "The proposal will create a hardship for the public welfare. In fact public welfare will be increased as the addition of the wireless facility will increase cell phone users access to the E911 services and wireless communications in the surrounding neighborhoods as well as the St. John's campus."
The applicant has not met this criterion. While I agree entirely with the first sentence in the applicant's response, I believe that they intended to state that the proposal will not create a hardship. The remainder of the response discusses improved cell service, which definitely would prevent a hardship to public

welfare. But that statement addresses the Planning Commission's jurisdiction and underlying zoning laws, not the HDRB's jurisdiction and overlay zoning laws, which considers aesthetics not cellular service. Considering the appropriate jurisdiction to this hearing reveals that the proposed site will cause a hardship to public welfare because it would introduce a visual blight on the beautiful streetscape that residents and tourists appreciate.

iii. Strengthen the unique heterogeneous character of the City by providing a full range of design options to ensure that residents (can continue to) reside within the Historic Districts;

Applicant response: "The proposed monopole would be next to and around other trees to assist with the stealth design. While the site will not be visible it does blend in with the landscape."

The applicant has not met this criterion. No other design options have been submitted to the HDRB while City staff states that other options were considered, including other ground-mounted towers and roofmounted towers with stealth sheathing. The HDRB needs to see these other design options, not just accept that they have been examined by the applicant or the City staff, in order to be able to provide reasonable accommodation for a cell site on St. John's College property.

A metal tower does not meet the design standards for proposed structures in this Historic District and it does not present a stealth design that will blend in with the landscape. The HDRB has not seen any options that would meet the design standards for this historic district, such as with a roof-mounted architecturallyscreened tower.

iv. Are due to special conditions and circumstances which are peculiar to the land or structures involves {sic} and which are not applicable to other lands or structures involved and which are not applicable to other lands or structures in the related streetscape;

Applicant response: "Due to the location of the site, well away from the main campus and tucked away between the walking trails and the North parking, this unique heterogeneous feature to blend in with the existing trees and now with the lowered height will just be above the tree line and will assist with the site blending in to the landscape and to match the existing coyote fencing to hide the ground equipment which will not be seen from any streetscape."

The applicant has not met this criterion. There is no information regarding the special conditions and circumstances of St. John's College land and structures that differ from other lands and structures in the related streetscape. The problem is that this proposal should not be "well away from the main campus" and it is not "tucked away" being clearly visible along the streetscape at twice the height of the landscape and structures in the streetscape. The special conditions and circumstances at St. John's College is that the large parcel with extensive undeveloped land is unlike the others in the streetscape because it contains many potential sites that are not adjacent to two public ways (street and path).

v. Are due to special conditions and circumstances which are not a result of the actions of the applicant;

Applicant response: "There is a demonstrated need for improved wireless services and most importantly emergency 911 for the entire campus as well as the neighboring public/private streets and homes around the St. John's College. Cell phone demand has increased exponentially, access to E911 is a major concern for the safety and welfare of Santa Fe residents. Due to the lack of tall structures in the area of the St. John's College, AT&T/FirstNet Radio engineers have solved the "gap" with the proposal of the Monopole."

The applicant has not met this criterion. St. John's College in Santa Fe was established in the 1960s. Although, the College has chosen for several decades to not address cellular telephone and internet communications within and outside the campus and they have not demonstrated the need for this improvement; the applicant's response, again, addresses a cellular service gap not the special conditions and circumstances of the proposed cellular site design and aesthetics.

vi. Provide the least negative impact with respect to the purpose of the section as set forth in 14-5.2(A)(1).

Applicant response: "The request is in keeping with the general provisions and purpose of the section as set forth in 14-5.2(I)(1)(a&b), 14-5.2(I)(1(e), and Subsection 14-5.2(D)."

The applicant has not met this criterion. There is no information regarding how this proposal provides the least negative impact to the intent of the Historic Districts Ordinance 14-5.2(A)(1), nor to the other code citations listed. Certainly, a roof-mounted system that utilizes stealth architectural sheathing (such as at St. John's Methodist Church) or another location that is far removed from the streetscape would have a less

negative impact. Or, satellite cellular service is now available as an option. Additionally, another option is the installation of a DAS (distributed antenna system). There are more than a dozen light poles located throughout the entire campus (blue markers below) that would provide excellent cellular service and offcampus connection through a roof-mounted antenna. DAS is much less visually intrusive than a 65-foot metal tower (three examples of DAS equipment below).

Please consider postponing this application to allow the applicant to provide necessary information regarding other location and design options. This would provide an opportunity for the HDRB to approve an application that gives reasonable accommodation to the needs of St. John's College and to give Historic Preservation staff an opportunity to advise the applicant on the differences between Planning Commission jurisdiction and HDRB jurisdiction, including advice on how to more appropriately respond to the height waiver criteria in terms of the overlay zoning laws.

Sincerely, David Rasch

Name: Stephen Durkovich

Comment - 11/10/2021 12:49 PM: (No Vote)

August 5, 2021

VIA ELECTRONIC MAIL

Nicole Ramirez Thomas, Acting Manager

Historic Districts Review Board

City of Santa Fe, PO Box 909

Santa Fe, NM 87504-0909

Phone: 505.955.6949

nicole@wonderstoneconsulting.com

Re: St. John's to the Historic District Review Board.

Dear Ms. Thomas:

My name is Paul Margetson. I'm the general manager of the Hotel Santa Fe and have held that position since it was built.

I have been informed that the neighborhoods surrounding St. John's College would like to assist St. John's in obtaining telecommunications coverage but not via the 65-foot tower that has been proposed. Joe Schepps informs me that the Neighborhood has no objection to a telecommunication facility like the one constructed atop of the Hotel Santa Fe by AT&T and would in fact contribute money to help St. John's do so. Joe has asked me to outline for the Historic District Review Board how it was we obtained our facility.

The short answer is that it was all AT&T. AT&T designed it, built it, paid for every dollar of it and makes annual lease payments to us for its use.

I represented the Hotel in AT &T's construction process. I worked directly with AT&T without any agent or broker in between. Scott September was AT&T's Project Engineer and Jeffrey Burley its Radiofrequency Engineer. Jeffrey determined whether or not the aerial proposed to be located at Hotel Santa Fe would, in fact, receive or transmit communications with the other aerials with which it was communicate. Peter Dwyer of Basham Law Firm in Santa Fe did the major legal work. AT&T contracted with General Dynamics, which provided the services of Kimberly Wood for site acquisition zoning approvals and related neighborhood work.

AT&T conceived of the design for our telecommunication facility including its thoughtful masking. All significant decisions were made between Scott September, Jeffrey Burley, Kimberly Wood, and myself.

Once again AT&T provided all the funds for the construction of the facility, pays the annual property taxes on it and takes care of its upkeep. AT&T additionally pays us a yearly sum to lease the facility for its uses.

' · ·Neighborhood opposition was slight. AT&T worked directly with the neighborhood and bent over backwards to ensure a design for the facility that fit in with our existing architecture and ultimately met the needs of the neighborhood.

Mr. Schepps informs me that Sean Milks, who apparently represents St. John's, has told , the HDRB that he built our facility at the Hotel Santa Fe. He did not. Again, I dealt directly with the AT&T personnel who principally designed and built the telecommunication facility at the Hotel Santa Fe; Scott September, Kimberly Wood, and Jeffrey Burley. To the best of my recollection, Mr. Milks was not a member of that group.
I recommend AT&T highly to obtain an aerial appropriately located and beautifully disguised. Ours has worked perfectly here.
I hope this is of some help to the Historic District Review Board.
Please confirm that t my letter as add~=he HDRB before the August IO, 2021 hearing. ~-~- ::::, ,
cc: via email
Joe Schepps, President
-Inn on the Alameda
Paul Margetson
Managing Director Hotel Santa Fe

Name: Stephen Durkovich
Comment - 11/10/2021 12:50 PM: (No Vote)
City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law
Case # 2021-3844-HDRB
Address – 1160 Camino de Cruz Blanca
Agent's Name – Gravity Pad Partners, LLC
Owner/Applicant's Name – AT&T/FirstNet NML0255
THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on July 13, 2021, and August 10, 2021, on a proposal to construct new telecommunications facilities ("Project") at 1160 Camino de Cruz Blanca, which comprises the campus of St. John's College ("Property").
FINDINGS OF FACT
After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:
Background
1. The Property is located within the City's Historic Review District, which is an overlay zoning district.
2. The underlying zoning for the Property is R-1 PUD (Residential – 1 dwelling unit per acre; planned unit development).
3. Gravity Pad Partners, LLC proposes to construct telecommunications facilities on the Property in an effort to improve services to the college and its students, as well as first responders and the surrounding roads and neighborhoods.
4. The proposed facility would provide emergency services through the AT&T/FirstNet network for first responders and would accommodate the collocation of other FCC wireless carriers in the future.
5. The proposed Project would consist of a sixty-five foot (65')-tall monopole telecommunications tower with open antennas and an associated ground equipment enclosure with dimensions of 72" by 102".
6. The location of the pole is proposed to be 72 feet south of Camino de Cruz Blanca (see Exhibit A, Planning Commission Packet).
7. The Applicant submitted a previous application that was denied by the HDRB in August 2020 (Case #2020-2194-HDRB).
8. The Applicant submitted this new application on September 16, 2020 ("Application").

9. In the Application, the Applicant initially proposed to construct a new telecommunications tower on the campus to a height of 75 feet, designed to look like a single pine tree, or "monopine," with the antennas hidden by "foliage."
10. Because St. John's College is listed on the National Register of Historic Places, the Applicant has been working with State Historic Preservation Office ("SHPO") of the New Mexico Department of Cultural Affairs to complete the process required by Section 106 of the National Historic Preservation Act.

11. On December 7, 2020, the City sent a letter to the Applicant, requesting to participate in the Section 106 process as a consulting party (see Exhibit B City Request to be a Consulting Party); and on February 25, 2021, the Applicant sent a letter to the City, granting the City's request to participate as a consulting party.
12. Based on initial input from SHPO, the Applicant reduced the proposed tower height to 65 feet, changed the design of the tower from a monopine to a monopole with visible antennas and ground equipment, and provided photo simulations showing what the proposed tower would look like from a variety of vantage points.
13. On February 11, 2021, after reviewing the photo simulations (Exhibit C Photo Simulation), the SHPO formally found that the proposed telecommunications facility would have an adverse effect on the federally listed property due to the tower's inconsistent design with the property's setting, including the architecture and landscape design (Exhibit D SHPO Consultation Letter).
14. The SHPO found that the industrial design and height of the tower would have an overwhelming presence and would detract from the campus's historic setting.
15. The SHPO recommended that the Applicant either (1) change the design or location to remove the adverse effect on the registered property, or (2) develop a Memorandum of Agreement (MOA) with the FCC, SHPO, and City to resolve the adverse effect, as contemplated by the FCC's Nationwide Programmatic Agreement, Section VII.
16. The Applicant has decided to seek zoning approval from the City before developing an MOA with the FCC, SHPO, and City.
17. On March 19, 2021, the Applicant submitted revised plans as an amendment to the Application, reflecting the reduced 65' height and revised monopole design.
18. Under Santa Fe City Code ("SFCC") Section 14-6.2(E), the Application for proposed telecommunications facilities requires review and approval by both the City Planning Commission and the Board.
19. SFCC Section 14-6.2(E) is intended to "[m]inimize adverse land use impacts of towers and antennas by: (i) encouraging the location of towers in nonresidential districts" and "(ii) requiring the co-location of antennas, minimizing new tower sites and encouraging the use of minimally visually intrusive technology to the maximum extent technically feasible."
20. Approval of the Application would result in the siting of a new, free-standing tower in a residential district, within one of the City's five historic districts. See SFCC § 14-5.2(E)-(I) (setting forth design standards for each of the five districts).
Review by City Planning Commission
21. The Planning Commission considered the Application under Planning Commission Case #2020-2639.
22. Pursuant to SFCC Section 14-6.2(E)(4)(a), to approve an application, the Planning Commission must "determine that: (i) the application complies with [SFCC Section 14-6.2(E)]; (ii) the proposed telecommunications facilities are necessary to close a demonstrated significant gap in service coverage of the applicant based on actual signal strength data for the area where the gap is claimed and for the type of gap claimed; (iii) the

applicant has demonstrated that no other less intrusive means or alternative to the proposed telecommunications facilities siting and design is practicable."

23. Current Planning Division staff reviewed the Application and related materials and information submitted by the Applicant and recommended that the Planning Commission approve the application subject to certain conditions of approval, which were enumerated in the Planning Commission staff report.
24. The maximum allowable height for a nonresidential structure in the underlying R-1 zoning district is 35 feet.
25. The Applicant requested a waiver from the Planning Commission to allow the antennas and tower to be constructed to a maximum height of 65 feet.
26. Under SFCC Section 14-6.2(E)(8)(a), the Planning Commission may grant a waiver to the height limitation established by the underlying zoning district if the Commission finds that the waiver meets the criteria set forth in SFCC Section 14-6.2(E)(8)(a)(i)-(vi).
27. SFCC Section 14-6.2(E)(8)(b)(i)-(vii) lists factors that the Commission must consider in granting a waiver, including the proposed design of the telecommunications facilities, the uses on nearby properties, the surrounding topography and vegetation, the availability of existing towers or other structures for co-location, the proposed ingress and egress to the site, and whether the Project will result in improved telecommunication services to Santa Fe residents.
28. On July 1, 2021, the Planning Commission held a public hearing on the Application and voted to approve the Application, including the waiver to exceed the maximum height allowed by the R-1 zoning district, subject to the conditions of approval recommended in the Current Planning Division staff report.
29. On July 1, 2021, the Planning Commission adopted written Findings of Fact and Conclusions of Law reflecting its decision.
30. The Planning Commission's written Findings of Fact and Conclusions of Law acknowledge that full zoning approval would also require a public hearing and approval by the Historic Districts Review Board.

Review by City Historic Districts Review Board

1. On July 7, 2021, the Applicant submitted an additional narrative letter to Historic Preservation Division staff, supplementing the Applicant's responses to the requirements for Board review, as set forth in SFCC Sections 14-5.2 and 14-6.2(E).
2. In addition to the materials presented as part of the current Application and the additional submittal from July 7, 2021, the Board asked Historic Preservation Division staff to include in the record the application and materials from the previous case, Case #2020-2194-HDRB.
3. The alternative siting and design options presented in the previous case are relevant to the Board's decision in the present case.
4. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluated the factors relevant to the Application.
5. Staff determined that the proposed telecommunications tower is subject to the height limits and scale requirements that apply in the City's historic districts, see SFCC § 14-5.2(D)(9), and that the design of the structure must adhere to the design standards for the Historic

Review District to the extent that such standards can be applied to a telecommunications tower and associated ground equipment, see SFCC § 14-5.2(I).
6. Staff determined that the maximum allowable height for new structures on the subject property is sixteen (16) feet, as calculated pursuant to the Historic Districts Ordinance and imposed by the overlay zoning district, and that the Board could not approve the Application unless the Applicant obtains a height waiver from the Board under SFCC Section 14-5.2(E)(8)(c).
7. Historic Preservation Division Staff Recommendation: Staff deferred to the Board as to whether all the criteria for a waiver of the maximum allowable height and district design have been met, per SFCC Section 14-6.2(E)(8)(c), but otherwise recommended approval of the application on the basis that it complied with SFCC Section 14-5.2(D), General Design Standards for all H Districts; and SFCC Section 14-5.2(F) Historic Review District Design Standards.
8. On August 10, 2021, at 12:00 p.m., the Board met at 1160 Camino de Cruz Blanca for a site visit for the purposes of making factual observations related to the siting and design of the proposed telecommunications facilities.
9. The site visit was publicly noticed, and many members of the public were in attendance to listen and observe.
10. At the August 10, 2021 hearing the Applicant confirmed that its previously-submitted siting options and stealth designs and reasonable variants thereof remained acceptable options to Applicant even with a 65 foot height limitation.
11. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.
12. SFCC Section 14-6.2(E)(4)(b) provides that the Board shall review and approve a “tower or antenna that is located in a historic district and is not otherwise permitted or administratively approved . . . in accordance with applicable requirements of Section 14-5.2 (Historic Districts) and in accordance with this Subsection 14-6.2(E) as follows. In approving an application, the [B]oard shall determine that: (i) the application complies with applicable requirements of Section 14-5.2 and this section; and (ii) the applicant has demonstrated that no other less intrusive means or alternative to the proposed telecommunications facilities siting is practicable.”
13. Under SFCC Section 14-6.2(E)(4)(b), the Board is not permitted to approve a telecommunications facility unless the applicant has demonstrated that no less intrusive means or alternatives to the proposed siting is practicable.
14. Under SFCC Section 14-5.2(E)(8)(c), the Board may grant a waiver to the height limitation imposed by the historic districts overlay zoning “if the [B]oard finds that: (i) the applicant has demonstrated to the satisfaction of the [B]oard that it has explored all alternatives to the proposed site in the historic district and to the proposed design; and (ii) the conditions of Sections 14-5.2(C)(5)(c)(i) through (iii), (v) and (vi) have been met.”
15. Under SFCC Section 14-6.2(E)(8)(c)(i), the Board is not permitted to grant a waiver to the maximum allowable height unless “the [A]pplicant has demonstrated to the satisfaction of the board that it has explored all alternatives to the proposed site in the historic district and to the proposed design.”

16. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the waiver would “not damage the character of the streetscape.” See SFCC § 14-5.2(C)(5)(c)(i).
17. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the

maximum allowable height unless the waiver is required to “[p]revent a hardship to the applicant or an injury to the public welfare.” See SFCC § 14-5.2(C)(5)(c)(ii).
18. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the project will “[s]trengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts.” See SFCC § 14-5.2(C)(5)(c)(iii).
19. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the need for the waiver is “due to special conditions and circumstances which are not a result of the actions of the [A]pplicant.” See SFCC § 14-5.2(C)(5)(c)(v).
20. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the project will “[p]rovide the least negative impact with respect to the purpose of [the Historic Districts Ordinance,] as set forth in Subsection 14-5.2(A)(1). See SFCC § 14-5.2(C)(5)(c)(vi).
CONCLUSIONS OF LAW
Under the circumstances and given the evidence and testimony submitted during the hearing, the Board concludes as follows:
1. The Board has the authority to review and approve or deny the Application.
2. The Board has the authority to take judicial notice of the record in Case #2020-2194-HDRB.
3. The Board must review the Application for compliance with the design requirements of SFCC Section 14-5.2 (Historic Districts) and with relevant subsections of Section 14-6.2(E) (Telecommunications Facilities).
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards, including the height limitation of sixteen feet (16’).
5. The property is located in the Historic Review District and is subject to the district design standards set forth in SFCC Section 14-5.2(F).
6. The Board’s authority to regulate the placement and construction of the proposed telecommunications facilities under SFCC Sections 14-5.2 and 14-6.2(E) is limited by federal law, including the Telecommunications Act, 47 U.S.C. § 332(c)(7) (“Preservation of local zoning authority”).
7. Under 47 U.S.C. § 332(c)(7)(B)(II), the Board must apply the City’s ordinances, including the waiver criteria, in a manner that does not prohibit or have the effect of prohibiting the provision of personal wireless services.
8. Pursuant to SFCC Section 14-6.2(E)(4)(b), the Board concludes that the Applicant has demonstrated that no less intrusive means or alternatives to the proposed siting options is practicable.

9. Because the proposed tower height of 65 feet exceeds the maximum allowable height of 16 feet for the site, as imposed by the historic district overlay zoning, the Board cannot approve the Application unless the applicant obtains a height waiver from the Board, pursuant to SFCC Section 14-6.2(E)(8)(c).
10. Pursuant to SFCC Section 14-6.2(E)(8)(c)(i), the Board concludes that the Applicant has demonstrated to the satisfaction of the Board that the Applicant has explored all alternatives to the proposed site options in the historic district and to the proposed design options.
11. Pursuant to SFCC Sections 14-5.2(E)(8)(c)(ii) and 14-5.2(C)(5)(c)(i), the Board concludes that the Applicant has demonstrated that the height waiver will not damage

the character of the streetscape.
12. Pursuant to SFCC Sections 14-5.2(E)(8)(c)(ii) and 14-5.2(C)(5)(c)(ii), the Board concludes that the Applicant has demonstrated that the height waiver is needed to prevent a hardship to the applicant or an injury to the public welfare.
13. Pursuant to SFCC Sections 14-5.2(E)(8)(c)(ii) and 14-5.2(C)(5)(c)(iii), the Board concludes that the Applicant has demonstrated that the height waiver will strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts.
14. Pursuant to SFCC Sections 14-5.2(E)(8)(c)(ii) and 14-5.2(C)(5)(c)(v), the Board concludes that the Applicant has demonstrated that the need for the waiver is due to special conditions and circumstances that are not a result of the actions of the Applicant.
15. Pursuant to SFCC Sections 14-5.2(E)(8)(c)(ii) and 14-5.2(C)(5)(c)(vi), the Board concludes that the Applicant has demonstrated that the height waiver will provide the least negative impact with respect to the purpose of the Historic Districts Ordinance, as set forth in SFCC Section 14-5.2(A)(1).

WHEREFORE, IT IS ORDERED ON THIS __TH DAY OF AUGUST 2021 BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE:

Considering the forgoing findings and conclusions, the Board grants the Application, subject to the following conditions of approval:

1. All conditions imposed by the City of Santa Fe Planning Commission are incorporated into this approval.
2. The tower and antennae must be concealed within a stealth design that is compatible with the architecture of the existing buildings on the St. John's College campus, such as a bell, clock, or similar tower,; or a cylindrical monopole in an earthen color, such as weathered steel, with a tinted concrete foundation.
3. The tower, antennas, and encompassing stealth design shall not exceed sixty-five feet (65') in height.
4. The tower shall be sited at whichever of the following locations the State Historic Preservation the Office of the Division of Cultural Affairs, St. John's College, and the City of Santa Fe agree in the Memorandum of Agreement process would provide the needed coverage with the least adverse impact on the historic St. John's College campus and the applicable streetscape: (1) on or adjacent to one of the existing buildings on the main campus; or (2) in the general vicinity of site options 1, 2 and 3 as presented by the Applicant in Case #2020-2194-HDRB; and further that the same

parties approve the final design of the tower as having the least adverse effect on the historic campus and the streetscape.
5. Prior to seeking building permits, the Applicant shall certify in writing that the proposed facility is necessary to close a defined and significant gap in service coverage based on actual signal strength data for the area where the gap is claimed and for the type of gap claimed, and that the proposed facility is the least intrusive method to do so.

_____ _____
Cecilia Rios Date
Chair
FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____

Michael Prinz Date
Assistant City Attorney

Name: Stephen Durkovich
Comment - 11/10/2021 12:57 PM: (No Vote)

August 8, 2021

VIA ELECTRONIC MAIL

Nicole Ramirez Thomas, Acting Manager
Historic Districts Review Board
City of Santa Fe, PO Box 909
Santa Fe, NM 87504-0909
Phone: 505.955.6949
nicole@wonderstoneconsulting.com

Re: *Case# 2021-003844-HDRB; 1160 Camino de Cruz Blanca*
Telecommunication Facility

Members of the Board:

St. John's College asks the HDRB for a waiver of its height requirements to locate a 65-foot tower to provide wireless communication to its students and the surrounding neighborhoods. A request for a similar waiver was unanimously rejected by the HDRB last year for a 75-foot tower and by the Department of Cultural Affairs this year as not fitting in with the historic environment. The current application is for a tower in the identical location of the tower rejected last year. Whether the tower is 65-feet or 75-feet in height, Gravity Pad and St. John's cannot demonstrate "no other less intrusive means or alternative to the proposed telecommunication facilities siting is practicable." Santa Fe City Ordinance Section 14-5-2.

THE EXISTENCE OF LESS INTRUSIVE MEANS

St. John's has admitted in a meeting with some of the neighbors that it is currently investigating a wireless communication technology that requires no aerials. St. John's currently has a RFP out to obtain bids on that process. (*See letter to the HDRB from Jane Snow*). The Board should certainly not grant St. John's the waiver absent information about that technology and the results of the RFP.

The Distributed Antenna System (DAS), a far less obtrusive system, has always been available. The DAS system is a proven alternative technology allowing the receipt and broadcast of wireless communication through beer-keg sized antennae attached to various telephone poles at St. John's and the neighborhood. The DAS system is in use elsewhere and the City is aware of it. (*See letter to the HDRB by David Rasch, former Director of City Historic Styles/HDRB*). St. John's and Gravity Pad have given no consideration of the Distributed Antenna System.

The wireless communications technology currently in use throughout Santa Fe would be perfectly acceptable to the Neighborhood if put atop of one of St. John's buildings and tastefully disguised no differently than AT&T did when it built those facilities at the Hotel Santa Fe and St. John's United Methodist Church. It can be done on the St. John's campus. (*See letter to HDRB from Brian Cannon*). If St. John's was dealing directly with AT&T, AT&T would in all probability build such a facility for St. John's at AT&T's own cost and make annual lease payments back to St. John's. (*See letter to the HDRB from Paul Margetson, General Manager of Hotel Santa Fe*).

ALTERNATIVE SITE LOCATIONS ARE AVAILABLE

Brian Cannon, who has worked nineteen seasons as a surveyor/architect plotting archeology sites in the Middle East, has use this expertise to identify at least six alternative locations on the St. John's campus where an antenna could be unobtrusively located. Three locations are atop existing buildings at St. John's where a facility can be placed no different than the one that sits atop Hotel Santa Fe and the St. John's United

Methodist Church. These three locations are all within the line-of-sight of the aerial at the St. John's United Methodist Church which will transmit the communications signals to it. (*See Brian Cannon letter*).
Additionally, three locations exist behind the main buildings at St. John's upon the ground where a 33-foot tower could be located, each also within the line-of-sight of the transmitter at St. John's United Methodist Church.
A clear line-of-sight from each of the six alternative locations to the transmitter at the St. John's United Methodist Church has been verified by Brian Cannon thus establishing the suitability of each for a potential aerial. These alternative locations have been established by actual measurements of the elevations at issue and the determinations of an unobtrusive line-of-sight between those elevations as established by Google Earth. (*See Brain Cannon letter*).

GRAVITY PAD'S FAILURE TO PROVE THE ABSENCE OF A LESS OBTRUSIVE MEANS OR ALTERNATIVE SITE TO ITS PROPOSED 65-FOOT MONOPOLE

Gravity Pad and St. John's provide no factual support for their positon that the 65-foot monopole, at the proposed location, is the only existing alternative for enhanced telecommunication at St. John's.
Gravity Pad instead provides only the argument of its owner Sean Milks that it can be located only there. Not only is there no support, but almost all the statements made in its application to the HDRB, most of what Mr. Milks has said is palatably wrong.
Mr. Milks' application infers the Neighborhood has agreed with its proposed location.
"...After that we met with the neighbors that have land in close proximity and asked for their input. The location that was chosen by us is what we present to you here now." Gravity Pad partners, 7-07-2021 Historic Board Application Narrative Letter, p.1.
The Neighborhood has never agreed with the location chosen by Gravity Pad.
Mr. Milks has told the HDRB that, "I built the aerials at Hotel Santa Fe and St. John's United Methodist Church, and if I could do it at St. John's College I would but it is not possible." In fact AT&T designed and constructed both installations. (*See Paul Margetson Letter*).
Mr. Milks informs the HDRB that:
"…due to the lack of tall structures in the area of the St. John's College, AT&T/FirstNet radio engineers have solved the "gap" with the proposal of a Monopole." Gravity Pad Partners, 7-07-2021 Historic Board Application Narrative Letter.
However, no engineer from AT&T or FirstNet has ever testified that a monopole is the "sole solution" to the gap, "whatever that is," only Sean Milks. In fact no one from AT&T or FirstNet, engineer or otherwise, has ever even appeared before the HDRB. No one from AT&T has ever attested to the necessity of what Gravity Pad proposes.
Mr. Milks has told *The Santa Fe New Mexican* that he is the agent for AT&T for the construction of the tower at St. John's. AT&T's representative, on being called by The New Mexican, stated the St. John's College tower was not an AT&T project. (*See Milan Simonich's column dated 8-08-2021*). Gravity Pad's signed application indicates Mr. Milks and Gravity Pad are acting only on the behalf of
St. John's.
Mr. Milks' statement that an aerial on a monopole is necessary due to the lack of tall structures in the area is also wrong. In fact three of the existing buildings on the St. John's campus would support a disguised facility such as AT&T built for the Hotel Santa Fe and St. John's United Methodist Church. (*See Brian Cannon letter*).
Gravity Pad's current application lists "three other sites considered" but rejected as alternatives to the current site. In fact Gravity Pad considered no other sites as a part of the current application. Gravity Pad selected the single site identified in both its current application and last year's application and never looked elsewhere.
The sites listed by Mr. Milks were considered years ago and one of them, the Santa Fe Preparatory School, was eliminated from consideration not because it wasn't at the height necessary to provide the required coverage but because the Santa Fe Preparatory School refused to let Gravity Pad build the aerial on its property.

ST. JOHN'S REFUSAL TO CONSIDER ALTERNATIVE LOCATIONS OR TECHNOLOGIES

St. John's, and its agent Gravity Pad, refuse to consider any of the alternative technologies or sites not because they do not exist but because only a 65-foot tower can provide the income stream each require after the split of the lease payments from the telecommunication providers for the lease of each ten feet of the upper reaches

of the pole. In short, alternative technologies and locations exist but Gravity Pad and St. John's will consider no alternative to the income stream each requires from the 65-foot tower at its proposed location.

Stephen Durkovich

P.S. - To Nicole Ramirez Thomas, HDRB Acting Manager

Ms. Thomas, please immediately forward my letter on to the Historic District Review Board members so they may read it and be aware of it before taking the view. Please confirm it has been transmitted to the Board and the date of doing so.

SD/rw

Name: Stephen Durkovich

Comment - 11/10/2021 01:02 PM: (No Vote)

Another towering mess for St. John's College

By Milan Simonich

Aug 7, 2021

Updated Aug 9, 2021

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If fences make good neighbors, cellphone towers tear them apart. Administrators of St. John’s College in Santa Fe should have learned that lesson by now. They didn’t.

St. John’s tried last summer to foist an ugly cellphone tower on the city’s historic district, only to lose in decisive style. Now it’s back with a plan every bit as confused and unappealing as the first one. All of this has happened in less than a year, proving persistence isn’t always a virtue.

St. John’s first wanted a 75-foot cell tower camouflaged as a tree. The renderings looked like surreal vegetation from The Wizard of Oz.

Because the college is part of the historic district, it couldn’t do as it pleased by simply hiring a developer to build the towering blob. St. John’s needed city approval to exceed the allowable height of 16 feet for structures.

The Historic Districts Review Board rejected the campus tower in a 5-0 vote.

St. John’s new pitch is for a 65-foot monopole, undisguised in any way. The tower’s proposed location is 1160 Camino De Cruz

Milan Simonich

Ringside Seat

Another towering mess for St. John's College | Legislature | New Mexico Legislative Session | santafenewmexican.com

https://www.santafenewmexican.com/.../another-towering-mess-for-st-johns-college/article_853401ca-f461-11eb-b67b-af9a84a2c504.html[11/10/2021 12:59:38 PM]

Blanca, near Atalaya Trailhead.

Members of the review board are scheduled to inspect the site at noon Tuesday, then consider the proposal for the tower at a meeting the same evening.

The St. John's campus covers 250 acres. Why place a cellphone tower on a high-profile section like the trailhead?

In search of an answer, I phoned the developer of the proposed tower, Sean Milks of Gravity Pad Partners LLC. He said he was merely an agent for AT&T. Milks referred me to a spokesman for the communications giant, Robert Digneo. In turn, Digneo said someone with a public relations company would answer my questions on behalf of AT&T.

Ninety minutes later, Digneo sent me a message stating the St. John's campus tower was not an AT&T project. Unexplained is why the conglomerate is listed as the applicant.

Carol Carpenter, a spokeswoman for St. John's College, gave this account of the proposal: "Gravity Pad approached St. John's about putting a cell tower on our campus. … If the tower is approved by the Historic Review Board, and if we then agree to allow its construction, we will negotiate a contract with them."

She said the college supports the plan for a 65-foot tower. St. John's students and employees "struggle with poor and inconsistent [cellphone] access, which creates multiple challenges, including safety concerns."

Any revenue the college makes from the tower would go to scholarships, Carpenter added.

Opponents of the project say the college could find other sites on its campus, preferably within a building. St. John's United Methodist Church, 1200 Old Pecos Trail, has done just that. Telecommunications equipment within a modest tower looks like part of the church.

Stephen Durkovich, an attorney opposing the project, says the tower should be scotched for a fundamental reason.

"The proposal is not in harmony with the area," he said.

To the surprise of no one, money figures in the site selection. Cheap and easy to build, the 65-foot monopole would attract clients.

"This particular cell tower is not an AT&T project, although AT&T is one of probably several wireless companies that may have serious interest in placing their equipment on it," Digneo wrote in an email.

The tower could be a cash cow for some, but all the milk it emits wouldn't be pure.

"Sixty-five feet is way higher than any other structure in that streetscape," said David Rasch, who for 15 years was the city's historic preservation officer.

He intends to ask the review board to postpone a decision on the

Rebecca Wurzburger, a former city councilor, says she wants the review board to reject the proposal. She will be at the proposed location Tuesday when board members inspect it.

No discussion will be allowed during the tour, Wurzburger said, but a silent protest against the tower's size and location is needed.

Bob Snow, a 19-year resident of the area, isn't quiet about his

opposition.
“We don’t think St. John’s has been a very good neighbor on this,” he said. “Let’s think about Santa Fe as a community. You’re putting this cell tower at the trailhead of a gorgeous spot.”
Looks aren’t everything, but St. John’s College seems to appreciate aesthetics. It boasts of having two “spectacular campuses,” one in Annapolis, Md., and the other in Santa Fe.
The college’s promotional material paints an idyllic picture — students reading the great books of Western civilization near Chesapeake Bay or the Sangre de Cristo Mountains, not a cell tower in sight.

Name: Stephen Durkovich
Comment - 11/10/2021 01:04 PM: (No Vote)
City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law
Case #2020-002194-HDRB
Address - 1160 Camino de Cruz Blanca
Agent's Name-Sean Milk, Gravity Pad Partners, LLC
Owner/Applicant's Name-St. John's College
THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on August 11, 2020.
FINDINGS OF FACT
After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:
General
1. 1160 Camino de Cruz Blanca comprises the campus of St. John's College. [August 11, 2020 HDRB Minutes, p. 39)
2. The campus is located within the City's Historic Review District and is zoned R-1 PUD (Residential - 1 dwelling unit per acre; planned unit development). [Id.]
3. Saint John's College ("Owner/Applicant"), through Gravity Pad Partners, LLC ("Agent"), proposes to construct a new telecommunications tower on the campus to a height of75-80 feet. [Jd.]
4. The purpose of the tower is to provide improved communications capability for emergency services and first responders, as well as enhanced personal wireless service in the surrounding area. [Jd.]
5. The Santa Fe City Code ("SFCC") Section 14-6.2(E)(4)(b) provides that the Board shall review and approve a "tower or antenna that is located in a historic district and is not otherwise permitted or administratively approved . . . in accordance with applicable requirements of Section 14-5.2 (Historic Districts) and in accordance with this Subsection 14-6.2(E) as follows. In approving an application, the [B]oard shall determine that: (i) the application complies with applicable requirements of Section 14-5.2 and this section; and (ii) the applicant has demonstrated that no other less intrusive means or alternative to the proposed telecommunications facilities siting is practicable."
6. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluated the factors relevant to the Application. [August 11, 2020 Staff Report]
7. Staff determined that the proposed telecommunications tower is subject to the height limits

and scale requirements that apply in the City's historic districts, see SFCC § 14-5.2(D)(9), and that the design of the structure must adhere as closely as practicable to the design standards for the Historic Review District, see SFCC § 14-5.2(1). [Jd.]
8. Staff determined that the maximum allowable height for new structures on the subject property, as calculated pursuant to the Historic Districts Ordinance, is 16 feet. [August 11, 2020 HDRB Minutes, p. 40]
9. Under SFCC Section 14-5.2(E)(8)(c), the Board "may grant a waiver of the standards ... within its jurisdiction only if the [B]oard finds that: (i) the applicant has demonstrated to the satisfaction of the [B]oard that it has explored all alternatives to the proposed site in the historic district and to the proposed design; and (ii) the conditions of Sections 14-5.2(C)(5)(c)(i) through (iii), (v) and (vi) have been met."
10. Because the proposed tower height of 75 to 80 feet exceeds the maximum allowable height of 16 feet for the site, Staff determined that a height waiver would be required for approval of the Application, as specified in SFCC Section 14-6.2(8)(c). [August 11, 2020 HDRB Minutes, p. 40]
11. Historic Preservation Division Staff Recommendation: Staff deferred to the Board as to whether all the criteria for a waiver of the maximum allowable height have been met, per SFCC Section 14-6.2(E)(8)(c), but otherwise recommended approval of the application on the basis that it complied with SFCC Section 14-5.2(D), General Design Standards for all H Districts; and SFCC Section 14-5.2(1) Historic Review District Design Standards. [Id.]
12. The Applicant has had three public hearings before the Board, on June 23, 2020; July 14, 2020; and August 11, 2020.
13. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.
June 23, 2020 Hearing
14. At the first public hearing, held June 23, 2020, Owner/Applicant, through its Agent, proposed to construct a 75-foot-tall "monopine" telecommunications tower. [June 23, 2020 HDRB Minutes, p. 45]
15. The proposed tower would be designed to look like a tall pine tree and would have antennae hidden by designed artificial foliage and ground equipment screened behind a 6-foot-high coyote fence to match an adjacent section of existing fencing. [Id.]
16. The design drawings submitted by the Applicant reflect that the artificial foliage at the top of the monopine would extend higher than the 75-foot tower. [June 23, 2020 Staff Report, p.36]]
17. According to the Agent, the Agent worked with the Executive Board of St. John's College and explored the 250-acre campus, including the rooftops of all buildings, to identify three possible locations for the proposed tower. [June 23, 2020 HDRB Minutes, p. 45]
18. The Owner/Applicant selected a location next to the parking lot near the trailhead to the Atala ya Mountain Trail. [Id.]
19. According to the Agent, this location was selected due to the density of trees and the adjacent 6-foot-high coyote fencing, and because this location would allow the tower and associated ground equipment to blend into the surroundings as much as possible. [Id.]
20. The site was also selected to maximize coverage for the campus and surrounding neighborhoods and to facilitate communication with the nearest tower, located at St. John's Methodist Church on Old Pecos Trail. [Id.]

21. Board members expressed concern about the height, visibility, and location of the proposed tower, which would be close to Camino de Cruz Blanca and the trailhead for the Atalaya

Mountain Trail and connecting trail system. [Id. at 46-55]
22. The proposed monopine will not look like the existing trees at the proposed site, which do not exceed a height of approximately 40 feet. [Id. at 50]
23. The Agent did not propose any alternative siting locations to the Board for consideration at the first public hearing and presented only a single site that had been approved by the Owner/ Applicant. [/d. at 49-50]
24. The Agent testified that the Owner/ Applicant had rejected a location behind the dorms and had identified the proposed location near the trailhead as the best location. [/d. at 47]
25. The Agent did not provide the Board with quantitative data or evidence at the first hearing, such as propagation studies demonstrating the lack of coverage. [/d. at 49]
26. The Agent testified that existing coverage in the area without the tower is about 88%, and that with the tower, the coverage would be about 98% but did not provide any documentation or evidence to support this assertion. [Id.]
27. The Agent testified that he did not know if other locations would be adequate to meet coverage requirements because the proposed site was the only site that had been approved by the Owner/ Applicant. [Id. at 49-50]
28. The Agent testified that the proposed height of the tower was necessary to allow the tower to communicate with the telecommunications site located at St. John's Methodist Church but did not provide any documentation or evidence to support this assertion .. [Id.]
29. After discussing the merits of the project, the Board voted unanimously to postpone the case until July 14, 2020, so that the Applicant could submit additional information about alternative locations and evidence demonstrating that the proposal represents the least intrusive option for closing the gap in cell coverage for the area. [Id. at 55]
July 14, 2020 Hearing
30. At the July 14, 2020 hearing, the Applicant provided additional information for the Board's consideration, which was attached to the Staff Report, as follows: (1) Exhibit A: Radio Frequency Propagation Study; (2) Exhibit B: Google Earth map showing alternate locations considered; (3) Exhibit C: Photo of another "Monopine" tower recently installed elsewhere; (4) Exhibit D: Previous survey of West Dorm site; (5) Exhibit E: Previous survey of Santa Fe Prep School site; (6) Exhibit F: area zoning; and (7) Exhibit G: Specifications for the "Monopine" (drawings and calculations). [July 14, 2020 Staff Report & Exhibits]
31. At the hearing, members of the Board noted that the Board still lacked information about whether there was a better location on campus. [July 14, 2020 HDRB Minutes, p. 32]
32. The Agent testified that the Owner/Applicant was considering additional locations and that negotiations with a group of neighbors were ongoing. [Id. at 39]
33. The Agent agreed to toll the 150-day "shot clock" established by federal law for 30 days to allow for additional negotiations with the community. [Id.]
34. After discussing the merits of the project, the Board voted unanimously to postpone the case until August 11, 2020 to allow the Owner/ Applicant additional time to work with neighbors to consider alternative siting, in conjunction with a thirty-day tolling of the federal shot chock. [Id. at 45]

August 11, 2020 Hearing
3 5. Following the July 14, 2020 hearing, the Agent and Owner/ Applicant made efforts to reach an agreement with a group of neighbors, but no agreement had been reached prior to the August 11, 2020 hearing. [August 11, 2020 HDRB Minutes, p. 39]
36. At the August 11, 2020 hearing, the Agent presented three alternative siting and design options for the Board's consideration as follows: [Id. at 39-40]

a) Option 1: A "Bell Tower" design located further south from Camino de Cruz Blanca. The proposed tower is 80 feet in height and features the St. John's College name and logo. [August 11, 2020 Staff Report, pp. 15-16]
b) Option 2: A Territorial Revival Style "watch tower" structure located slightly further south than Option 1. The design of this tower would be similar to the existing watch tower on St. John's College campus. [Id. at 15, 17-19]
c) Option 3: An 80-foot-tall "monopine" located further south and east of the originally proposed location, in an undeveloped area that the Owner/ Applicant believed would minimize its visual impact. [Id. at 15, 20-24]
37. SFCC Section 14-6.2(E) is intended to "[m]inimize adverse land use impacts of towers and antennas by: (i) encouraging the location of towers in nonresidential districts" and "(ii) requiring the co-location of antennas, minimizing new tower sites and encouraging the use of minimally visually intrusive technology to the maximum extent technically feasible."
38. Approval of the Application would result in the siting of a new, free-standing tower in a residential district, within one of the City's five historic districts. [August 11, 2020 HDRB Minutes, p. 39] See SFCC § 14-5.2(E)-(I) (setting forth design standards for each of the five districts).
39. Under SFCC Section 14-6.2(E)(4)(b), the Board is not permitted to approve a telecommunications facility unless the applicant has demonstrated that no less intrusive means or alternatives to the proposed siting is practicable.
40. The Owner/ Applicant did not present any alternatives for a tower with a height ofless than 7 5-80 feet or evidence that a tower of that height was the minimum necessary to close the gap in coverage for the area. [August 11, 2020 HDRB Minutes, pp. 39-54]
41. The Owner/ Applicant did not present any alternatives for co-locating new telecommunications antenna(s) on one or more of the existing structures on the campus. [Id.]
42. The Board finds that the Owner/ Applicant failed to demonstrate that no less intrusive means or alternatives to the proposed siting is practicable.
43. The maximum allowable height for a new structure at 1160 Camino de Cruz Blanca is 16 feet. [August 11, 2020 HDRB Minutes, p. 40]
44. Under SFCC Section 14-6.2(E)(8)(c)(i), the Board is not permitted to grant a waiver to the maximum allowable height unless "the applicant has demonstrated to the satisfaction of the board that it has explored all alternatives to the proposed site in the historic district and to the proposed design."
45. The Board finds that the Owner/ Applicant has failed to demonstrate to the satisfaction of the Board that the Owner/ Applicant has explored all alternatives including the alternatives for a shorter tower or for the colocation of new antennas on one or more of the existing buildings. [Id. at 54]

46. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the waiver would "not damage the character of the streetscape." See SFCC § 14-5.2(C)(5)(c)(i).
4 7. The Board finds that granting the waiver would damage the character of the streetscape because the height of the proposed structures are out of character with and intrusive to the Historic Review District. [August 11, 2020 HDRB Minutes, p. 54]
48. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the maximum allowable height unless the waiver is required to "[p]revent a hardship to the applicant or an injury to the public welfare." See SFCC § 14-5.2(C)(5)(c)(ii).
49. Under SFCC Section 14-6.2(E)(8)(c)(ii), the Board is not permitted to grant a waiver to the

maximum allowable height of 16 feet unless the project will "[p]rovide the least negative impact with respect to the purpose of' the Historic Districts Ordinance, as set forth in Subsection 14-5.2(A)(l). See SFCC § 14-5.2(C)(5)(c)(vi).

50. The Board finds that the Owner/ Applicant has failed to demonstrate that the proposal will provide the least negative impact with respect to the purposes of the Historic Districts Ordinance because the Applicant failed to provide sufficient information to demonstrate that no less impactful site and design is available. [August 11, 2020 HDRB Minutes, p. 54]

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board concludes as follows:

1. The Board has the authority to review and approve or deny the Application.
2. The Board must review the Application for compliance with the design requirements of SFCC Section 14-5.2 (Historic Districts) and with relevant subsections of Section 14-6.2(E) (Telecommunications Facilities).
3. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(0), General Design Standards.
4. The property is located in the Historic Review District and is subject to the district design standards set forth in SFCC Section 14-5.2(F).
5. The Board cannot grant the Application because the Owner/Applicant has failed to demonstrate that no other less intrusive means or alternative to the proposed telecommunications facilities siting is practicable; specifically, the Owner/ Applicant has failed to show that existing structures or towers of a lower height could not be utilized to close the gap in coverage for the area.
6. The Board cannot grant a waiver to the maximum allowable height of 16 feet because the Owner/ Applicant has failed to demonstrate that the waiver criteria in SFCC Sections 14-6.2(E)(8)(c) and 14-5.2(C)(5)(c)(i)-(iii) and (v)-(vi) have been met; specifically, the Owner/ Applicant has failed to demonstrate (1) that it has explored all alternatives to the proposed site in the historic district and to the proposed height and design; (2) that the waiver would not damage the character of the streetscape; and (3) that the proposal would have the least negative impact with respect to the purposes of the Historic Districts Ordnance.

WHEREFORE, IT IS ORDERED ON THIS 8TH DAY OF SEPTEMBER 2020 BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE:

Considering the forgoing findings and conclusions, the Board denies the Application, including the request for a waiver to the maximum allowable height.

~~

Chair

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

91:JL//X) r ~ Date
September 8. 2020
Date

MIDTOWN SANTA FE



Governing Body – Progress Report

November 10, 2021

NINE-STEP ACTION PLANS

1. City As Master Developer (Cancel RFEI Solicitation) ✓
2. Rezone Site (Development Framework Plan)
3. Plan for Infrastructure
4. Prepare Site and Buildings for Reuse and Redevelopment
5. Reuse Existing Buildings for Community Purposes
6. Promote Garson Studies Complex
7. Identify Parcels for Mixed-Income and Affordable Housing Development
8. Access and Establish a Public Funding Mechanism
9. Engage the Public for Development Planning

(From Memo to Governing Body, from Rich Brown, Director of Community & Economic Development, dated March 26, 2021)

Predevelopment Planning Phases

…standard practices in large scale public private development

CONCEPT PHASE: ***CREATE A VISION*** *(get to know the site)*

- Agree on shared vision and set of goals
- Develop conceptual ideas for the site

PLANNING PHASE: ***CREATE A PLAN*** **(***based on the Concept Phase***)**

- Regulate land uses and a development framework
- Establish a community development plan to ensure community and public policy objectives

IMPLEMENTATION PHASE (*regulated development based on approved plans***)**

- Develop projects with mission-oriented developers that can achieve public goals.
- Create a structure that provides for ongoing public planning and programming

Where are we in the Planning Phase?



As we head toward the end of 2021...

…the City is leading a team of planning and public engagement consultants to create **two inter-connected plans** that will be combined to create the Midtown Redevelopment Plan.

1. **DEVELOPMENT FRAMEWORK PLAN**: lays out land uses and infrastructure framework to enable future development and investment.

2. **COMMUNITY DEVELOPMENT PLAN**: identifies community goals and benefits that will be delivered as development occurs.

These inter-connected plans will guide the City and allow for- and non-profit developers to implement development incrementally over time

Midtown Santa Fe: Goal Areas

Long-Term Development Goals

- Higher education
- Housing choices for all incomes
- Film and multimedia industry
- Local community arts and culture
- Technology and innovation

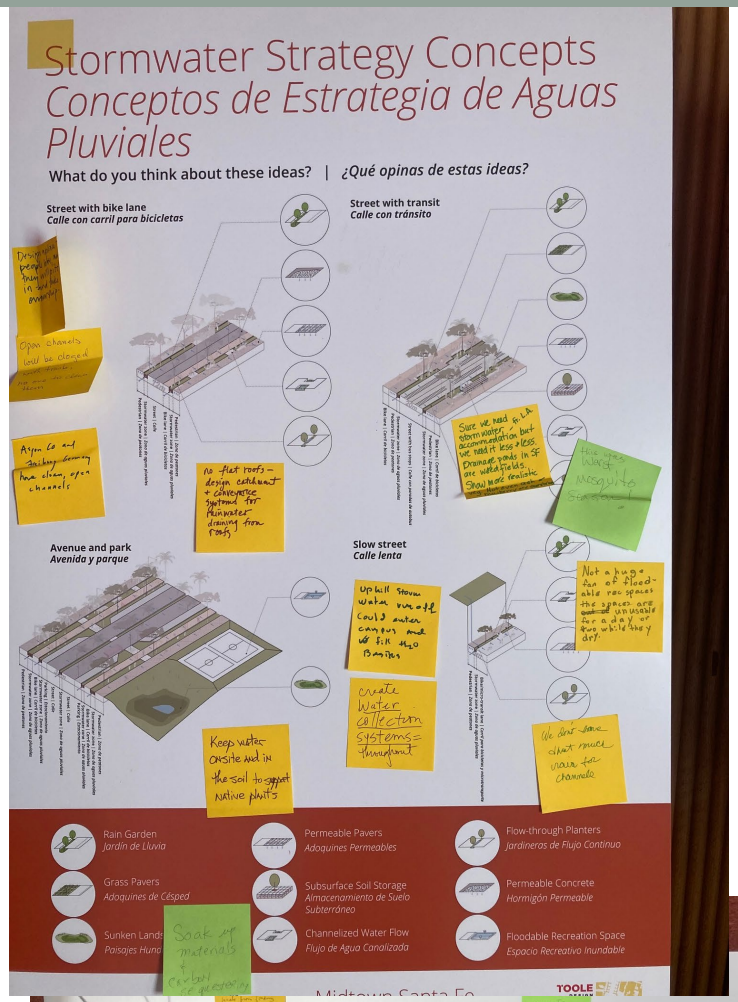
Public Policy Financial Goals

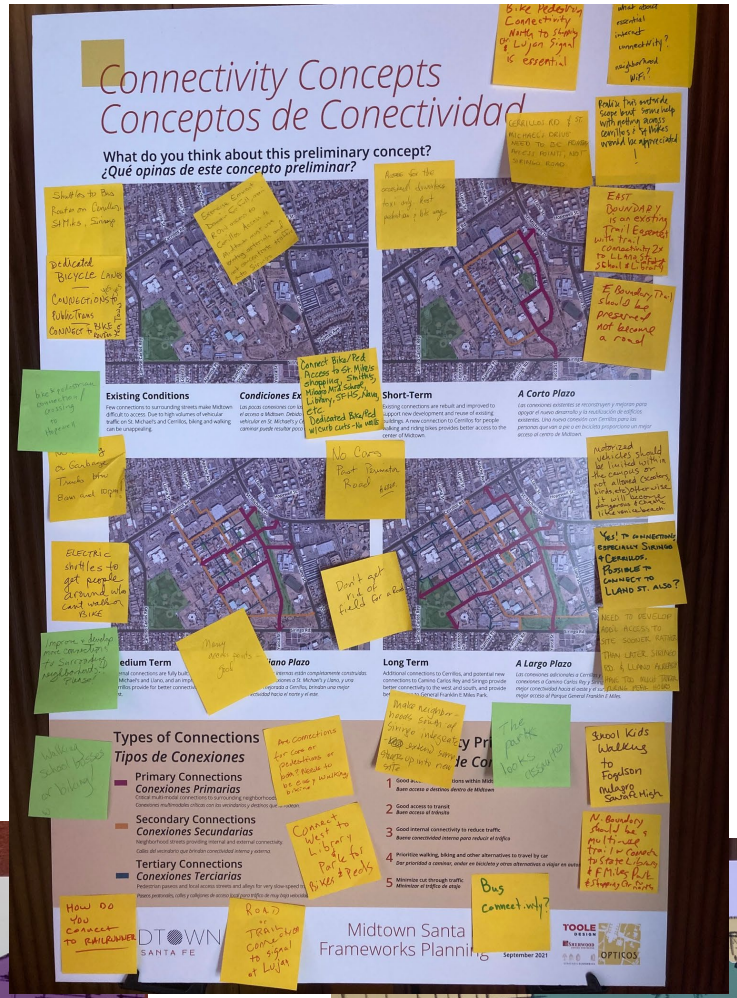
- Generate near-term revenues to pay operating costs (including bond repayment)
- Create long-term value to achieve economic and community development goals

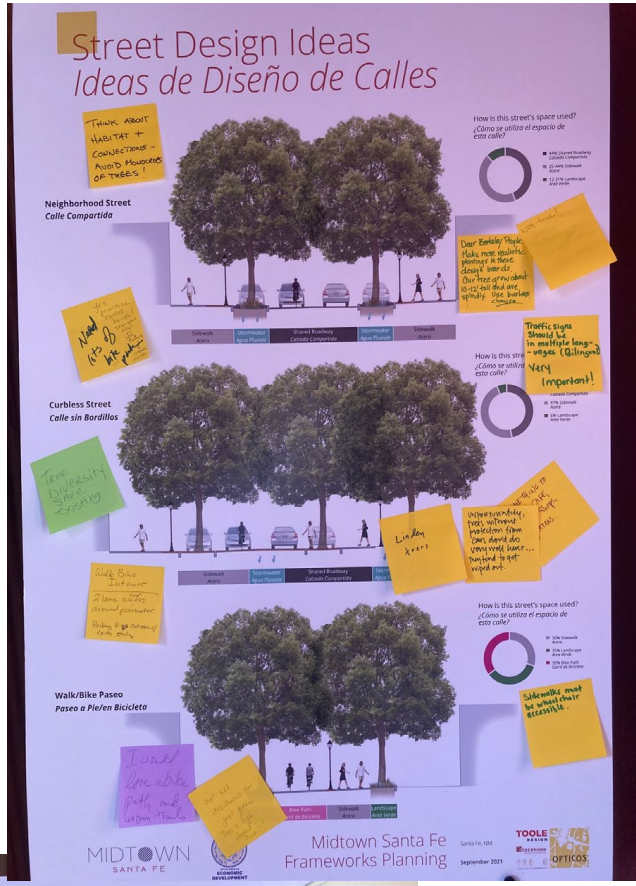
Community Development Goals

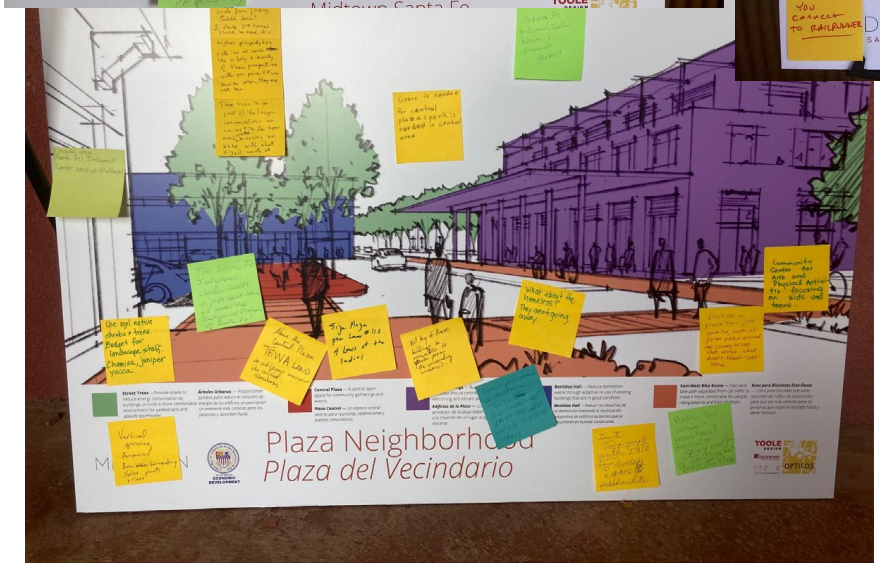
- Public Engagement
  - Inclusive
  - Transparent
- Development
  - Sustainable
  - Equitable
  - Public Open Space and Facilities

Based on the Midtown Planning Guidelines approved by the Governing Body in 2018


Stormwater Strategy Concepts
Conceptos de Estrategia de Aguas Pluviales
What do you think about these ideas? | ¿Qué opinas de estas ideas?
Street with bike lane
Calle con carril para bicicletas
Street with transit
Calle con tránsito
Avenue and park
Avenida y parque
Slow street
Calle lenta
Rain Garden
Jardín de Lluvia
Permeable Pavers
Adoquines Permeables
Flow-through Planters
Jardineras de Flujo Continuo
Grass Pavers
Adoquines de Césped
Subsurface Soil Storage
Almacenamiento de Suelo Subterráneo
Permeable Concrete
Hormigón Permeable
Sunken Lands
Paisajes Hund
Channelized Water Flow
Flujo de Agua Canalizada
Floodable Recreation Space
Espacio Recreativo Inundable


Connectivity Concepts
Conceptos de Conectividad
What do you think about this preliminary concept?
¿Qué opinas de este concepto preliminar?
Existing Conditions
Short-Term
A Corto Plazo
Long Term
A Largo Plazo
Types of Connections
Tipos de Conexiones
Primary Connections
Conexiones Primarias
Secondary Connections
Conexiones Secundarias
Tertiary Connections
Conexiones Terciarias
Midtown Santa Fe Frameworks Planning
September 2021


Street Design Ideas
Ideas de Diseño de Calles
Neighborhood Street
Calle Compartida
Curbless Street
Calle sin Bordillos
Walk/Bike Paseo
Paseo a Pie/en Bicicleta
Midtown Santa Fe Frameworks Planning
September 2021


Plaza Neighborhood
Plaza del Vecindario


Green Street

Development that captures the spirit of Santa Fe

Development that looks, feels, and is created organically is so important for the future of the Midtown District.

Will the Midtown Property be developed by one master developer or several developers; and, will redevelopment be phased over several years?

- Midtown will be developed over many phases and years. Development plans will provide the framework and flexibility so that the City can to respond to opportunities that achieve public goals into the future. That is why it is critical for the City to establish the land use approvals NOW.
- Incremental development can occur in small and medium scales so that small and medium sized development companies, for- and non- profit, can also participate in building the Midtown District.
- City solicitations will encourage creative ways of building the capacity of local and community developers to participate in public/private development ventures.

Housing Choices for all Incomes

Housing that is affordable to Santa Fe working and low-income households is a priority.

When will the City begin the process for developing affordable housing at the Midtown Site?

- Midtown Development plans will identify parcels for affordable and mixed-income housing development to occur in initial phases, and will continue into future phases.
- The City plans to issue Request for Proposal solicitations in the first Quarter of 2022 so that qualified selected developers work with the planning team to ensure that the parcels and infrastructure are well-planned for new development once land use approvals are secured later in the third Quarter of 2022.
- Solicitations will facilitate creative and viable development proposals to achieve various forms of tenure (ownership, rental, land trust) and encourage mixed-used buildings with neighborhood scale retail and community services.
- Solicitations will also encourage healthy, active, and green design, as well housing for various types and sizes of households.

Reuse existing buildings

Reusing some of the existing buildings is a great way to begin activating and reoccupying the site with people.

What are proposals for the existing buildings and which ones are being considered for renovations, particularly in early phases?

- Based on much public input, reusing some of the existing buildings for community development purposes is a huge priority. As such, the City is issuing a solicitation for the renovation of the Visual Arts Center into an arts, education, and culture hub.

- In addition, the reuse of the Fogelson Library Complex as a public library could be a main attraction for all Santa Feans. A new public library that is programmed with community partners to create a place for learning, gathering, and innovating will activate Midtown in early phases to set the stage for future development.

- Similarly, civic uses, like a Government & Community Services Facility is a great way to reuse existing buildings, along with building new facilities, while bringing people to Midtown. A government services building that is also programmed with community uses will activate Midtown in ways that old city halls do not.

Education and career development

Continuing the legacy of the Midtown Site as a place of learning continues to be a priority.

Will there be educational uses at Midtown?

- The City will promote and encourage educational uses throughout the Midtown District. The redevelopment does not propose a school campus. The vision is for educational programs prominently incorporated in various areas of the campus, such as at the Visual Arts Center, the new Midtown Santa Fe Public Library, and the Garson Studios Lot.
- Career development and training programs in the film, multimedia, and technology industries will be encouraged in development proposals for commercial development.
- In addition, solicitations will encourage early and youth educational programs in development proposals.

Connect Midtown to the neighborhoods and city

Various ways to connect people to places is important to the success of the Midtown District.

Will there be new streets, sidewalks, bike paths connecting to and from the Midtown Site?

- Yes, the development plan will identify various ways of creating connections to and from Midtown. Connections will happen in phases over time.
- The City will identify connections in early phases, “soft connections”, to begin creating pedestrian and bike connections.
- A priority is to ensure that Midtown connects to existing trail systems that surround or connect to the site.
- A planning principle is to ensure that Midtown circulation and connections are accessible, safe, and welcoming for pedestrians, bikers, seniors, and children.

Open Space for recreation, festivals, and gatherings

Different types and sizes of parks and open spaces will make the Midtown Site fun and inviting.

What types of open spaces are being planned for the Midtown District?

- The plan includes park spaces large enough for festivals and indigenous ceremonies, and other public gatherings.
- These large spaces can also serve as good resources for water management to deal with flooding and to detain and retain water on the site.
- The plan includes small and medium sized parks, as well as sidewalks as greenways.
- Also, the plan includes large sidewalks for outdoor eating and gathering – lessons learned from great urban districts, particularly during the COVID pandemic.

MIDTOWN MOVING FORWARD

REDEVELOPMENT PLANS

1. LAND DEVELOPMENT PLAN – proceed to developing land use plans and applications to land use

2. COMMUNITY DEVELOPMENT PLAN – proceed with developing policy plan to address community objectives, including a City commitment to funding and working with community organizations to create a Neighborhood Stabilization Plan

MIDTOWN MOVING FORWARD

EARLY PUBLIC-PURPOSE REDEVELOPMENT PROJECTS

3. Requests for Proposals (RFPs) for the Reuse of Existing Buildings

- Visual Arts Center – community arts and design hub
- Garson Studios Lot – film and multimedia studio expansion and job creation

MIDTOWN MOVING FORWARD

PUBLIC USE FACILITIES

4. City Studies for the Reuse of Existing Buildings

- Fogelson Library Complex – building systems and code assessment; and a public planning and programming for the 21st century library, education and innovation hub

- Government & Community Services Center – locate city government services with community services into one new building, several existing buildings, or a combination of both so that the integrated into the fabric of the Midtown District

MIDTOWN MOVING FORWARD

REDEVELOPMENT AND LAND ECONOMICS

5. Land Valuation Model – analyze city's return on investment and land pricing in a phased development economic model

6. Metropolitan Redevelopment Area Study - study establishing a Metropolitan Planning Area (MRA) as part of financing and development mechanism for the Midtown District.

7. Land Swap between City and State - proceed with land swap process with the State of New Mexico for sites to be included in the Midtown District.

MIDTOWN
MOVING FORWARD

Midtown Continues to Move Forward for All of Us

The City, in collaboration with local community organizations, continues to collect public input through authentic, fun, creative and interactive events in various ways and places. Our shared goal is for Santa Fe communities, including historically under represented communities, to participate in planning the most consequential development of a genertion in the future life of Santa Fe.

The following calendar identifies on-going public engagement activities organized by local community partners. Check back often at these websites for public engagement updates and other information about Midtown Moving Forward:

- www.midtowndistrictsantafe.com
- www.cultureconnects.site/

WHAT	WHEN	WHERE	WHO	PUBLIC EVENT?
Asset Mapping Community & patient asset/need mapping at LFMC and in community settings.	10/25-11/26	La Familia Medical Center & nearby communities	La Familia Medical Center	No Information will be made public

Midtown Moving Forward – Community Engagement

Indigenous / Land Acknowledgement Engaging with Native American people from Santa Fe County to seek their opinions and ideas about usage of the Midtown area, and in particular how they would use a powwow grounds, through regular organizational activities	10/11-11/30	Indigenous Peoples Day at Reunity Resources; Virtual via newsletter	Santa Fe Indigenous Center	No Information will be made public
Families Contacting parents engaged in Fathers NM programming to understand how the development of the Midtown area impacts their families.	10/18-11/30	Virtual via one-on-one communications with parents	Fathers New Mexico	No Information will be made public
Schools Working with schools through the Community Educators Network	Nov 10 and 17	Milagro Middle School	Friends of the Santa Fe Public Library	No Information will be made public.

Midtown Moving Forward – Community Engagement

Teacher Training & Student Engagement Teacher training for elementary and middle school students to join the Midtown Visioning Project, and Elementary and Middle School student visioning projects. Focus groups & surveys with youth, community leadership council and in high schools	10/26-11/10	Monte de Sol Charter School, Santa Fe High School, Capital High School, ECO High School, St. Michael's High School	Earth Care	No Information will be made public.
Cultural Assets Hosting listening sessions with cultural leaders regarding cultural assets at Midtown.	Mid-November; Date(s) and time(s) TBD	Virtual	Friends of the Santa Fe Public Library	No Iinformation will be made public.
Community Conversation Hosting a larger community conversation about cultural assets	1st week of December, time and date TBD	TBD (probably virtual)	Friends of the Santa Fe Public Library	Probably Check back for more information

Midtown Moving Forward – Community Engagement

Bicycle Repair Program Bicycle Resource Center University: a 13/14-week bicycle repair program which teaches members of the community how to repair and build bikes.	Every Sunday	Chainbreaker office;	Chainbreaker Collective	No (enrolled residents only) Information wil be made public.
Additional repair clinics will be held at Midtown events.	TBD	Midtown site	Chainbreaker Collective	Maybe Check back for more information
On Site Bike Rides Midtown bike rides and on site future workshops are currently being planned.	TBD	Midtown Site	Chainbreaker Collective	Maybe Check back for more information.
Door to Door Canvassing	TBD	Neighborhoods surrounding Midtown	Chainbreaker Collective	No Information will be made public.
Video Interviews (captured at Block Party) will be transcribed and analyzed, with a report of findings.	10/23-11/30	Virtual – Littleglobe social media & cultureconnects.site	Littleglobe	Videos will be made public, via social media and Midtown Santa Fe and Culture Connect sites.

Midtown Moving Forward – Community Engagement

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Additional repair clinics will be held at Midtown events.	TBD	Midtown site	Chainbreaker Collective	Maybe Check back for more information
On Site Bike Rides Midtown bike rides and on site future workshops are currently being planned.	TBD	Midtown Site	Chainbreaker Collective	Maybe Check back for more information.
Door to Door Canvassing	TBD	Neighborhoods surrounding Midtown	Chainbreaker Collective	No Information will be made public.
Video Interviews (captured at Block Party) will be transcribed and analyzed, with a report of findings.	10/23-11/30	Virtual – Littleglobe social media & cultureconnects.site	Littleglobe	Videos will be made public, via social media and Midtown Santa Fe and Culture Connect sites.

Midtown Moving Forward – Community Engagement

Daily Midtown Visioning In-person surveying with clients, families, job applicants, walk-ins, alumni, working nonprofit partners, credit union partners and customers, via YouthWorks community gatherings and outreach events. Eblasts and FB survey collection to gather Midtown development input from YouthWorks supporters.	10/24-11/24	Youthworks office; Virtual via Youthworks social media	YouthWorks	No Informaton will be made public via reports.
Community-wide Event TBD	Mid-December	TBD	TBD	Yes

- Engagements sponsored by the City of Santa Fe
- Public engagement process managed by UNM Design & Planning Assistance Center
- Public engagement activities are being organized and facilitated by local community organizations:
  - Midtown Engagement Partners: Chainbreaker Collective, Earth Care, Littleglobe, Santa Fe Art Institute, YouthWorks
  - Midtown Activation Partners: Fathers New Mexico, Friends of the Public Library, La Familia Medical Center, Santa Fe Indigenous Center

MIDTOWN SANTA FE

For Midtown Information
www.MidtownDistrictSantaFe.com

For more information about Midtown community events:
https://www.cultureconnects.site/

sfai.org/midtown-block-party

GOVERNING BODY MEETING OF
November 11, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION APPROVING THE DESIGN AND INSTALLATION PLAN FOR BANNERS LOCATED ALONG SAN FRANCISCO STREET, OLD SANTA FE TRAIL, AND CATHEDRAL PLACE COMMEMORATING THE 100TH ANNIVERSARY OF THE HISTORIC LA FONDA ON THE PLAZA.	

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*
Romero-Wirth Cassutt	**A RESOLUTION RE-ADOPTING THE GOVERNING BODY PROCEDURAL RULES.**	Finance Committee – 11/29/21 Quality of Life Committee – 12/1/21 Public Works and Utilities Committee – 12/6/21 Governing Body – 12/8/21

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ALLOCATING AN ADDITIONAL 4.7 ACRE FEET OF AVAILABLE WATER FROM THE CITY'S EXISTING WATER SUPPLY TO SILER YARD, LOCATED AT 1218 SILER ROAD.	Quality of Life Committee – 12/1/21 Public Works and Utilities Committee – 12/6/21 Governing Body – 12/8/21

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF	Finance Committee – 11/29/21

This document is subject to change.

	TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.	Public Works and Utilities Committee – 12/6/21 Governing Body – 12/8/21
Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	
Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
Councilor Renee Villarreal		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

* Subject to change

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

City of Santa Fe, New Mexico

memo

Date: November 5, 2021

To: Kristine Mihelcic, City Clerk

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

Re: Appointments and Re-appointments to Community Development Commission (CDC) for November 10, 2021 City Council meeting

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ACTION REQUESTED

Please put on the agenda for City Council's approval two (2) initial appointments to the Community Development Commission and four (4) re-appointments.

BACKGROUND

The Community Development Commission consists of seven members, serving staggered 3 year terms. The Board's purpose is to advise the Governing Body on the administration of funding for CDBG and the City's Affordable Housing Trust Fund, as well as items concerning the Santa Fe Homes Program. Per 6-4.2 of the CDC Ordinance, the Mayor, with the consent of the City Council, appoints members to the commission.

ITEM AND ISSUE

The following CDC members are recommended for initial appointment:

1. Gabriela Marquez Villegas (filling vacant term ending March 2024)
2. Rachel Thomson (filling vacant term ending March 2023)

Letters and resumes are attached for your review.

The following CDC members are serving in expired terms and recommended for re-appointment:

1. Ken Hughes (reappoint to term ending March 2022)
2. Carla Lopez (reappoint to term ending March 2023)
3. John Padilla (reappoint to term ending in March 2023)
4. Rosario Torres (reappoint to term ending in March 2024)

The remaining CDC members are serving in terms that expire in January 2022:

1. Councilor Renee Villarreal (Chair)

Rachel Thompson

Master of City and Regional Planning, University of Pennsylvania School of Design, 2011.

- Concentration in Community and Economic Development. Summer internship with Lawrence Community Works, independent study of "density" of home child care licensees in Prince George's County, MD, basic training at Harvard Law School Program on Negotiation.

Co-founder of Palisades Village, Inc., Washington, DC., 2007

- Spurred formation of successful non-profit, neighborhood-based membership organization with a mission to assist older residents to remain safe, healthy, and socially active in their homes. Palisades Village was an early pioneer in the "aging-in-community" movement.

Elected Service: Advisory Neighborhood Commission, ANC 3D, Washington, DC, 2005-2008

- Twice-elected representative for 2,000 residents in non-partisan office designed to give residents a voice in all City matters. ANC votes receive "great weight" under DC law. Served as ANC chair, vice chair, secretary, and chair of the ANC's zoning committee.
- Led negotiations with community hospital on a PUD and re-zoning proposal to construct a medical office building. Presented testimony before the D.C. Zoning Commission on behalf of the neighborhood that resulted in substantial modifications to project.
- Reviewed zoning and public space applications for homes and residential subdivisions, hospital and university campus plans, and transportation and storm water management.
- Led neighborhood efforts for street re-paving, traffic calming and sidewalks, tree planting, storm water management, historic preservation, and parks improvements.
- Participated with other neighborhood leaders in advising on drafts and maps for 2006 Comprehensive Plan, the first revision to the DC Comprehensive plan of 1985.

America Online, Inc., Dulles, VA, 1995-1999

- Managed team responsible for high-speed modem trials with cable/telephone companies.
- Shaped digital imaging strategy for senior AOL executives resulting in partnership with Kodak Inc. for You've Got Pictures!
- Senior Manager of Investor Relations.

Multichannel News and Cable World, New York, NY (both now defunct), 1989-1995.

- Journalist covering policy and new media for two weekly industry trade publications.

Other Education and Training

- Bachelor of Arts, Hampshire College, Amherst, MA.
- Trained in leading high-performing teams at Center for Creative Leadership.



Gabriela Marquez Villegas

Contact Information

Profile

Accomplished and versatile professional with 26 years of experience in public service into the education field.

Flexible, good communicator with a wide range of audiences, skillful and dynamic.

Interested in community building through education, partnerships, and strategies to increase the quality of life to high standards for all.

Education

Graduated of:

- High School on
- Centro de Estudios de Bachillerato General y Pedagógico
- Bachelor in Elementary Education at Centro de Actualización del Magisterio
- Bachelor of Education at Universidad Pedagógica Nacional

Other Studies:

- Bilingual Specialty completed at Northern New Mexico College
- Special Education Specialty completed at Santa Fe Community College

Experience

- 26 Years of Experience into the Public Education System
- 12 years mentoring teacher as private practice
- 3 years advising educational employees to access benefits, resources and enhancing organization and quality of life of their families.

Actually:

- Working as with Santa Fe PUblic Schools
  - Special Education teacher at El Camino Real Academy
  - Administrator of the 21st Century Program at El Camino Real Academy.
- Working on community development with Earthcare in the following projects/programs:
  - Plaza Comunitaria to support Adult Basic Education.
  - Vive sueña y transforma empowering the population of the southside of Santa Fe to build community growth.

Skills

Awareness
Self oriented
Respectful
Clear communication
Collaborative
Reliable
critical thinking
Good sense of humor



Gabriela Marquez Villegas

Información de contacto

Perfil

Profesional preparada y versátil con 26 años de experiencia en el servicio público dentro del rubro de la educación.

Flexible, buena comunicadora con un amplio rango de audiencias, dinámica y hábil.

Interesada en la construcción de una comunidad más avanzada a través de la educación, asociaciones y estrategias para aumentar la calidad de vida a niveles más dignos para todos.

Educación

Graduada de:

- Preparatoria en el Centro de Estudios de Bachillerato General y Pedagógico
- Licenciada en Educación Primaria en el Centro de Actualización del Magisterio
- Licenciada en Educación en la Universidad Pedagógica Nacional

Otros estudios:

- Certificación Bilingüe completada en el Northern New Mexico College
- Especialidad de Educación Especial terminada en el Santa Fe Community College

Experiencia

- 26 años de experiencia en el sistema de Educación Pública
- 12 years asesorando maestros como una práctica privada
- 3 otorgando asesoría a trabajadores de la educación en el acceso a sus beneficios y recursos que promueven el mejoramiento de las instituciones e incrementando el nivel de vida de las sus familias.

Actualmente:

- Trabajando con las Escuelas Pública de Santa Fe
  - Maestra de Educación Especial en la escuela de El Camino Real
  - Administrando el Programa de 21st Century en la escuela de El Camino Real.
- Trabajando en el desarrollo comunitario con EarthCare en los siguientes proyectos y/o programas:
  - Plaza Comunitaria apoyando la educación básica para adultos.
  - Vive sueña y transforma empoderando la población en el lado sur de la ciudad de Santa Fe para promover el progreso y crecimiento comunitario.

Habilidades

Consciente
Independiente
Respetuosa
Clara al comunicarse
Respetuosa
Colaborativa
Confiable
Pensamiento crítico
Buen sentido del humor

Gabriela Marquez Villegas

October 8th, 2021

To whom it may concern,
In attention to
Toni Candelaria Martinez
Staff Liaison to the CDC

It recently came to my attention the vacancy for the Community Development Commision. I'm aware of the need for affordable housing in Santa Fe and I manifest in this letter my interest to fill in the open position.

My interest in this commision it came from all the community contacts I have and my ideas of collaborating is to grow projects that can help educators in Santa Fe to have the opportunity to provide a house for their families.

As a teacher I constantly listen to my students and their dream to have a house, the security they need to plan ahead, to grow in the city feeling that they belong here. Making housing affordable for families will make possible a sense of community where they can plan a tree and see it grow in the next decades.

By providing opportunities of housing for the families I serve as a teacher we can obtain, work here, and economic growth. This can positively impact the low income families to improve all the basic services they need, such as better nutrition, health services, participation in our community, and get involved in their children's education. It sure means a better future for next generations.

It means that they don't need to have 2 or 3 jobs to pay rent and leave substantial needs aside just to survive.

When the time to choose a person to fill the vacancy comes, consider this letter and my desire to contribute to make a difference, I would love to be part of the progress this commission can bring for the place I serve and considere home.

Respectfully
Gabriela Marquez Villegas



Gabriela Marquez Villegas

A quien corresponda
En atención a
Toni Candelaria Martinez
Contacto del Personal de la CDC

Luego de saludarle es necesario manifestarle mi atención individida recientemente sobre la vacante de la Comisión de Desarrollo Comunitario. Soy consciente de la necesidad de viviendas accesibles en Santa Fe, manifiesto clara y abiertamente mi interés de llenar un espacio en la comisión anteriormente mencionada.

Mi interés en esta comisión viene de los contactos cotidianos en esta ciudad y mis ideas de colaborar para el desarrollo de proyectos que ayuden a los educadores de Santa Fe para tener la oportunidad de ofrecer una vivienda a sus familias.

Como maestra escucho constantemente a mis estudiantes sobre sus sueño de tener una casa, de la seguridad que ésto les brindaría para planear de mira hacia el futuro, de como desarrollaría su sentido de pertenencia. Hacer viviendas accesibles para estas familias desarrollaría posibilidades de sentido comunitario como sembrar un árbol y verlo crecer en las siguientes décadas.

Proveer oportunidades de vivienda a las familias a las que yo doy servicio ayudaría a tener empleos locales y promover el crecimiento económico. Esto puede impactar positivamente a las familias de bajos recursos a incrementar la calidad de servicios básicos que necesitan, tales como nutrición de calidad, servicios de salud, participación comunitaria e involucrarse en la educación de sus hijos.

Ello significa que no tienen que trabajar 2 o 3 jornadas diarias para pagar sólo la renta dejando necesidades sustanciales de lado para sobrevivir.

Cuando llegue el momento de tomar una decisión para llenar la vacante, considere a mi persona y mis deseos de servir para hacer la diferencia. Me encantaría ser parte del progreso que esta comisión puede traer al lugar que sirvo y considero mi hogar.

Respetuosamente, su segura servidora
Gabriela Marquez Villegas



City of Santa Fe, New Mexico

memo

DATE: September 10, 2021 for the October 27, 2021 Governing Body Meeting

TO: Members of the Governing Body

VIA: Jarel LaPan Hill
Jarel Lapan Hill, City Manager
Jason Kluck, Acting Planning and Land Use Department Director jmk
Noah Berke, Planner Manager NB

FROM: Donna Wynant, Land Use Planner Senior, Current Planning Division DW

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests approval of rezoning from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)

Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests Preliminary Development Plan approval of a preliminary subdivision for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 Residential and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)

I. RECOMMENDATION:

The Governing Body should **APPROVE** Case No. 2021-3805, Case No. 2021-3806 and Case No. 2021-3807 **as recommended by the Planning Commission**.

Three motions will be required for this case.

eneral Plan Amendment (Resolution 2021-__):

- ***Move to approve*** *Resolution 2021-__ to amend the General Plan Future Land Use classification from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre) for 8.3 acres of land located on the east side of Kates Way, north of South Meadows Road, and to adopt the findings of the Planning Commission as outlined in Section IV.A of the staff report;*

  OR

- ***Move to deny*** *Resolution 2021-__ to amend the General Plan Future Land Use classification, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

  and

Rezoning (Bill 2021-__):

- ***Move to approve*** *Bill 2021-__ to rezone 8.38± acres of land from R-1 (Residential- one dwelling unit per acre) to R-7 (Residential- seven dwelling units per acre) on the east side of Kates Way, north of South Meadows Road; and to adopt the findings of the Planning Commission as outlined in Section IV.B of the staff report;*

  or

- ***Move to deny*** *Bill 2021-__ to rezone 8.38± acres of vacant land from R-1 (Residential- one dwelling unit per acre) to R-7 (Residential- seven dwelling units per acre) on the east side of Kates Way, north of South Meadows Road; and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

  and

Development Plan (Bill 2021-__):

- ***Move to approve*** *Bill 2021-__ for a development plan for a 59 lot single-family residential subdivision on the east side of Kates Way, north of South Meadows Road and to adopt the findings of the Planning Commission as outlined in Section IV.C of the staff report;*

  or

- ***Move to deny*** *Bill 2021-__ for a development plan for a 59 lot single-family residential subdivision on the east side of Kates Way, north of South Meadows Road; and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

The Applicant is proposing a 59-lot single-family residential subdivision on the east side of Kates Way, north of South Meadows Road. The property is zoned R-1 (Residential, one dwelling unit per acre) and is approximately 8.38 acres.

This proposal consists of the following three applications:

- **General Plan Amendment:** from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre)
- **Rezoning**: R-1 (Residential - one dwelling unit per acre) to R-7(Residential - seven dwelling

units per acre)

- **Development Plan**: Proposed 59 lot residential subdivision.

The general plan amendment must first be amended before approval of a change in zoning district designation that is inconsistent with the current land use classification shown on the general plan's future land use map. Under Section 14-3.2(D)(1), the general plan amendment may be considered by the Planning Commission and the Governing Body concurrently with other applications.

The rezoning request to R-7 requires submittal of a development plan that will need to be approved by the Governing Body. If the Governing Body approves the rezoning request and the development plan, the Planning Commission will review a future application for a final development plan and final subdivision plat based on the approved preliminary plan. The Planning Commission found that the proposed rezoning and development plan requests are compatible with the uses, character, and densities of the surrounding area and the development plan will not increase or create any nonconformities with Chapter 14. The Planning Commission recommends the Governing Body approve the preliminary development plan, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.

The Applicant has complied with the procedural requirements for rezoning, including Santa Fe City Code (SFCC) Subsection 14-3.1(H), Notice Requirements; Subsection 14-3.1(E), Pre-application Conference (conducted December 10, 2020); and Subsection 14-3.1(F), Early Neighborhood Notification (ENN) (conducted April 27, 2021).

III. PLANNING COMMISSION CONSIDERATION OF THE PROPOSAL

The Planning Commission conducted a public hearing on August 5, 2021. The Planning Commission found that the Applicant satisfied all subdivision criteria set forth in SFCC Subsection 14-3.7(C) and approved the preliminary subdivision subject to the Governing Body approving the Applicant's rezone request to R-7 with the proposed development plan and adopted Findings of Fact and Conclusions of Law to that effect.

IV. GOVERNING BODY DECISIONS

A. General Plan Amendment

In considering the General Plan Amendment, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.2(E)(1), as follows:

(1) The planning commission and the governing body shall review all general plan amendment proposals on the basis of the following criteria, and shall make complete findings of fact

sufficient to show that these criteria have been met before recommending or approving any amendment to the general plan:

(a) consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;
(b) consistency with other parts of the general plan;
(c) the amendment does not:
  (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
  (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
  (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public;
(d) an amendment is not required to conform with Subsection 14-3.2{E)(1)(c) if it promotes the general welfare or has other adequate public advantage or justification;
(e) compliance with extraterritorial zoning ordinances and extraterritorial plans;
(f) contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development; and
(g) consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.

If the Governing Body agrees with the Planning Commission's analysis of the General Plan Amendment criteria set forth in Subsection 14-3.2(E)(1), Staff recommends that the Governing Body adopt the Findings of Fact of the Planning Commission for Case #2021-3805 as follows, updated to reflect the findings are the Governing Body's, rather than the Commission's:

1. Pursuant to SFCC 14-3.2(E)(1)(a), the Commission finds that the Project is consistent with growth projections for Santa Fe, economic development goals, and existing land us conditions such as access and availability of infrastructure. The General Plan has established community commercial use on land in the vicinity of the project to support the area. Medium to high density residential uses are established in the NM 599 and South Meadows Road node. The fundamental framework for residential communities exists, including roads (NM 599 and South Meadows Road), services (city water and sewer), and schools.
2. Pursuant to SFCC Section 14-3.2(E)(1)(b), the Commission finds that the proposed general plan amendment would be consistent with other parts of the general plan. Medium densities are consistent with and supported by the growth management policies of Chapter 4 of the General Plan, which call for a concentration of populations at greater densities in developing areas.
3. Pursuant to SFCC Section 14-3.2(E)(1)(c) the Commission finds the amendment does not:
  (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
  (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
  (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public.
4. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable because the criterion in SFCC Section 14-3.2(E)(1)(c) is met.
5. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.

6. Pursuant to SFCC 14-3.2(E)(1)(f), the Commission finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe.
7. Pursuant to SFCC 14-3.2(E)(1)(g), the Commission has considered conformity with other city policies.
8. The Commission finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
9. The Commission finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

B. Rezoning

SFCC Section 14-3.5 governs the authority and procedures for rezonings. SFCC Subsections 14-3.5(B)(1)(a)&(b) state that "All proposed rezonings shall be submitted to the planning commission for review and recommendation at a public hearing", and that "the planning commission shall transmit the application, including any plan, to the governing body, together with a recommendation as to findings and conditions, desirable changes and recommendations for approval or disapproval."

If the Governing Body agrees with the Planning Commission's analysis, Staff recommends that the Governing Body adopt the findings of the Planning Commission as follows, updated to reflect the findings are the Governing Body's, rather than the Commission's:

1. SFCC Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
2. Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii)-(iii), the Commission finds that the character of the surrounding area has changed due to increased residential development and that the proposed R-7 zoning is more advantageous to the community because the use will remain single-family residential while allowing higher density, which allows housing to be developed at a more affordable rate.
3. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
4. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan, including growth management policies for infill development at medium densities in developing areas with centrally located neighborhood centers. Additionally, the rezoning will be consistent with the future land use map if the proposed general plan amendment is approved by the Governing Body.
5. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Commission finds that rezoning the property to accommodate infill by creating a 59-lot subdivision is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city.
6. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.

7. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Commission finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-7 zoning is consistent with the surrounding density.
8. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Commission finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.
9. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
10. Pursuant to SFCC Section 14-3.5(D), the Commission finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

C. Development Plan

In most cases the Planning Commission makes the final decision about whether to approve or deny a development plan, however in this case, Subsection 14-4.2(E)(2), specifies that rezoning to R-7 requires consideration and approval by the Planning Commission and the Governing Body of a development plan for the property as provided in Section 14-3.8.

If the Governing Body agrees with the Planning Commission's analysis of the Development Plan approval criteria set forth in 14-3.8(D)(1), Staff recommends that the Governing Body adopt the findings of the Planning Commission as follows, updated to reflect the findings are the Governing Body's, rather than the Commission's:

1. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to review and make a recommendation on the proposed preliminary development plan under SFCC Sections 14-2.3(C)(1), 14-3.8(B)(2), and 14-4.2(E)(2), and Table 14-2.1-1.
2. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Commission finds that approving the rezoning to R-7 and associated preliminary development plan for the Project would not adversely affect the public interest.
3. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the Project. The subject property is located in an area with medium to high density patterns, and institutional uses that include the El Camino Real Academy to the east and the site of a future fire station. The proposed use and scale of the Project is compatible with land uses in the vicinity.
4. Under SFCC Section 14-3.8(D)(2), the Commission is authorized to specify conditions of approval for a development plan that are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
5. The Commission finds that the conditions and technical corrections set out in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
6. The Applicant is willing and able to comply with the conditions and technical corrections set forth in the staff report and exhibits.

EXHIBITS

Exhibit A – Resolution, Bill, Findings, Minutes

1. Resolution No. 2021-__
2. Bill No. 2021-__

Exhibit B -

1. Planning Commission Findings and Conclusions of Law
2. August 5, 2021 Planning Commission Minutes

Exhibit C -

1. August 5, 2021 Planning Commission and Packet Material

Signature: Jason M. Kluck
Email: jmkluck@ci.santa-fe.nm.us

Signature: Noah Berke
Email: nlberke@ci.santa-fe.nm.us

Signature: Donna Wynant
Email: djwynant@ci.santa-fe.nm.us

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-___

A RESOLUTION

AMENDING THE GENERAL PLAN FUTURE LAND USE MAP DESIGNATION FROM LOW DENSITY RESIDENTIAL (1 DWELLING PER ACRE AND 1-3 DWELLING UNITS PER ACRE) TO MODERATE DENSITY RESIDENTIAL (3-7 DWELLING UNITS PER ACRE) FOR APPROXIMATELY 8.38 ACRES OF LAND LOCATED ON THE EAST SIDE OF KATES WAY, NORTH OF SOUTH MEADOWS ROAD (ALEKSANDER ESTATES SUBDIVISION GENERAL PLAN AMENDMENT, CASE NO. 2021-3805).

WHEREAS, the agent for the owner of a parcel of land comprising approximately 8.38 acres located on the east side of Kates Way, north of South Meadows Road within Section 1, T16N, R8E, NMPM, Santa Fe County, New Mexico (the "Property"), has submitted an application to amend the General Plan Future Land Use Map classification of the Property from Low Density Residential to Moderate Density Residential; and

WHEREAS, the Land Use Director reviewed the application for compliance with Chapter 14 and other City land use policies and recommended that the Planning Commission consider the request favorably;

WHEREAS, the Planning Commission held a public hearing regarding the application on August 5, 2021, and voted to recommend to the Governing Body a change to the Property's zoning from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre); and

WHEREAS, pursuant to NMSA 1978, Section 3-19-9, the General Plan may be amended, extended, or supplemented; and

WHEREAS, the Governing Body held a public hearing on the proposed amendment; reviewed the staff report, the recommendation of the Planning Commission, and the evidence obtained at the public hearing; and determined that the proposed amendment to the General Plan, as recommended by the Planning Commission, meets the approval criteria set forth in SFCC 1987, Section 14-3.2(E); and

WHEREAS, reclassification of the Property would be consistent with and supported by the growth management themes and policies of Chapter 3 and 4 of the General Plan in that the reclassification would provide affordable, infill housing; and

WHEREAS, the reclassification of the Property would not allow a use or change that is inconsistent with prevailing uses of the area and would not have adverse impacts upon this surrounding area, which is growing and in transition near the 599 interchange, featuring a variety of uses such as higher density residential development, a school, a proposed fire station, and a proposed commercial area; and

WHEREAS, the Property has suitable access to, and availability of, necessary infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the General Plan Future Land Use Map designation for the Property described is amended to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre), as shown in Exhibit A, attached hereto.

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

_____

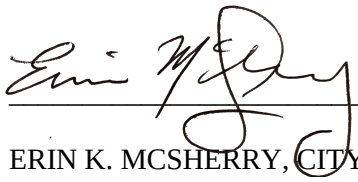
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Aleksander Estates GP Amendment

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3805 – Aleksander Estates General Plan Amendment
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Property). The Property is zoned R-1 (Residential - 1 dwelling unit per acre).

In related Case #2021-3806, the Applicant seeks a rezoning from R-1 (Residential – 1 dwelling unit per acre) to R-7 (Residential – 7 dwelling units per acre). Additionally, in related Case #2021-3807, the Applicant seeks preliminary development plan approval for a preliminary subdivision for 59 single-family residential lots. Finally, in related case #2021-3808, the Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Applicant seeks a rezoning to R-7, which would allow for the proposed single-family residential development consisting of 59 single-family residential lots on approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Project).
2. Under the Santa Fe City Code (SFCC) Section 14-3.2(B)(2)(b), the general plan must first be amended before approval of a change in zoning district designation that is inconsistent with the land use classification shown on the general plan's future land use map.
3. Under SFCC Section 14-3.2(C)(1), the Application for a general plan amendment may be considered by the planning commission and the governing body concurrently with other applications.
4. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
5. A pre-application conference was held on December 10, 2020.
6. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
7. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.

8. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
9. City staff reviewed the general plan amendment Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
10. Staff recommended that the Commission recommend approval of the amendment to the general plan to Governing Body.
11. Pursuant to SFCC Sections14-2.3(C)(7)(a) and 14-3.2(D)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to the general plan.
12. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3806, 2021-3807, and 2021-3808; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
13. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
14. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending approval of an amendment to the general plan to the Governing Body.
15. Pursuant to SFCC 14-3.2(E)(1)(a), the Commission finds that the Project is consistent with growth projections for Santa Fe, economic development goals, and existing land us conditions such as access and availability of infrastructure. The General Plan has established community commercial use on land in the vicinity of the project to support the area. Medium to high density residential uses are established in the NM 599 and South Meadows Road node. The fundamental framework for residential communities exists, including roads (NM 599 and South Meadows Road), services (city water and sewer), and schools.
16. Pursuant to SFCC Section 14-3.2(E)(1)(b), the Commission finds that the proposed general plan amendment would be consistent with other parts of the general plan. Medium densities are consistent with and supported by the growth management policies of Chapter 4 of the General Plan, which call for a concentration of populations at greater densities in developing areas.
17. Pursuant to SFCC Section 14-3.2(E)(1)(c) the Commission finds the amendment does not:
    (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
    (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
    (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public.
18. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable because the criterion in SFCC Section 14-3.2(E)(1)(c) is met.
19. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.

20. Pursuant to SFCC 14-3.2(E)(1)(f), the Commission finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe.
21. Pursuant to SFCC 14-3.2(E)(1)(g), the Commission has considered conformity with other city policies.
22. The Commission finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
23. The Commission finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Commission has the power and authority at law and under the SFCC to review the proposed amendment to the general plan and to make recommendations regarding the proposed amendment to the general plan to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission should recommend approval of the requested general plan amendment because all applicable code requirements and criteria for recommendation of approval of the proposed amendment to the general plan have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the general plan amendment, as requested in the Application for Case #2021-3805.

Brian Gutierrez
Chairperson

08·12·21
Date:

FILED:
Kristine Mihelcic
Kristine Mihelcic (Aug 19, 2021 09:09 MDT)

Kristine Bustos-Mihelcic
City Clerk XIV

08/13/21
Date:

APPROVED AS TO FORM:

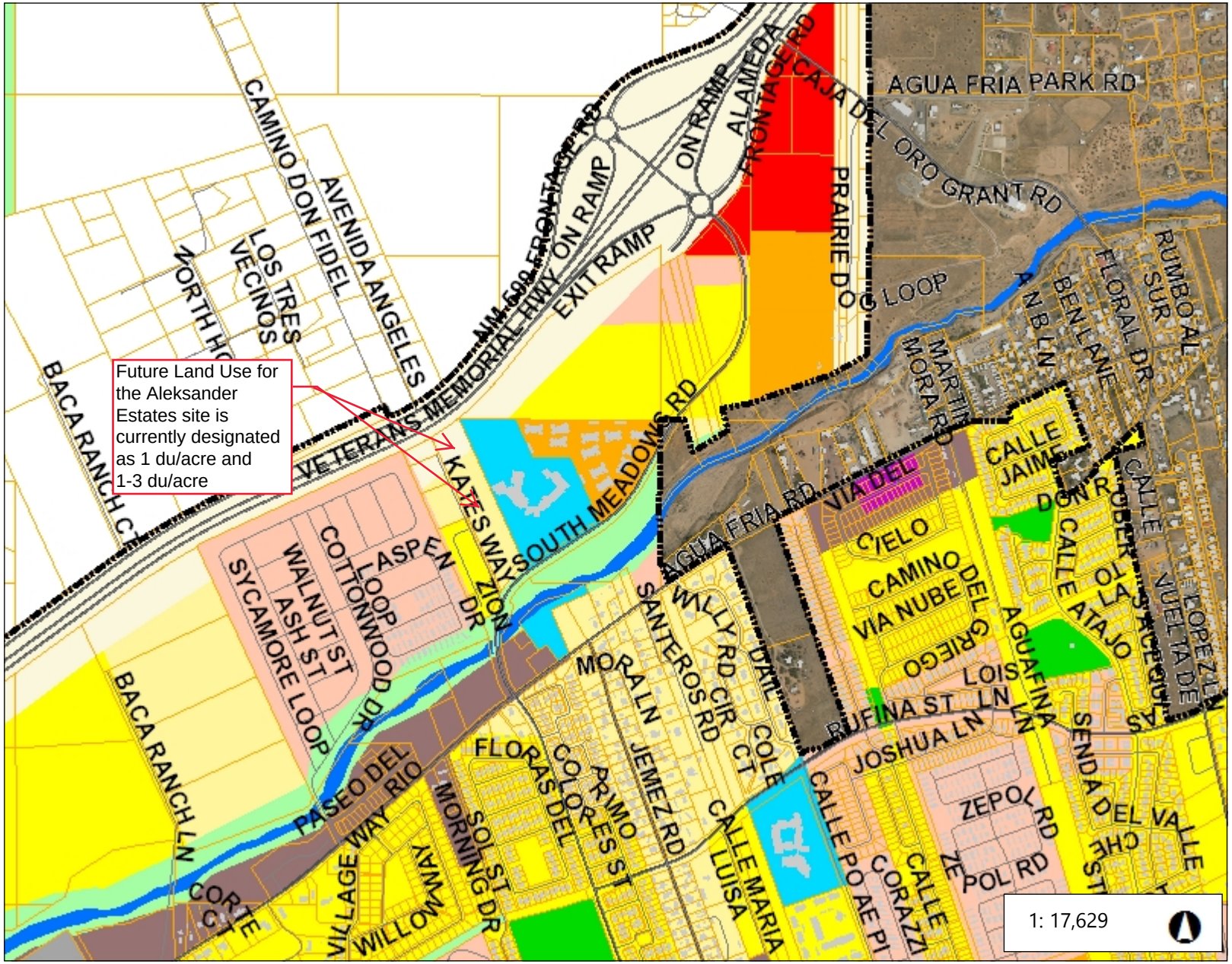


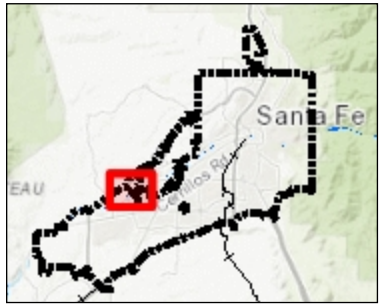
Sally A. Paez
Assistant City Attorney

August 5, 2021
Date

Santa Fe
Mapping the City Different

Future Land Use Map





Legend

- City Limits
- Address Points
- Building Footprint
- Roads
- Major Roads
- Santa Fe County Parcels
- Santa Fe River
- Rail Road

Future Land Use

- 1 dwelling per acre
- 1-3 dwellings per acre
- 3-7 dwellings per acre
- 7-9 dwellings per acre
- 7-12 dwellings per acre
- 12-29 dwellings per acre
- Regional Commercial
- Community Commercial
- Neighborhood Center
- Transitional Mixed Use
- Business Park
- Office
- Industrial
- Public/Institutional
- Open Space
- Parks

Notes

© Latitude Geographics Group Ltd.

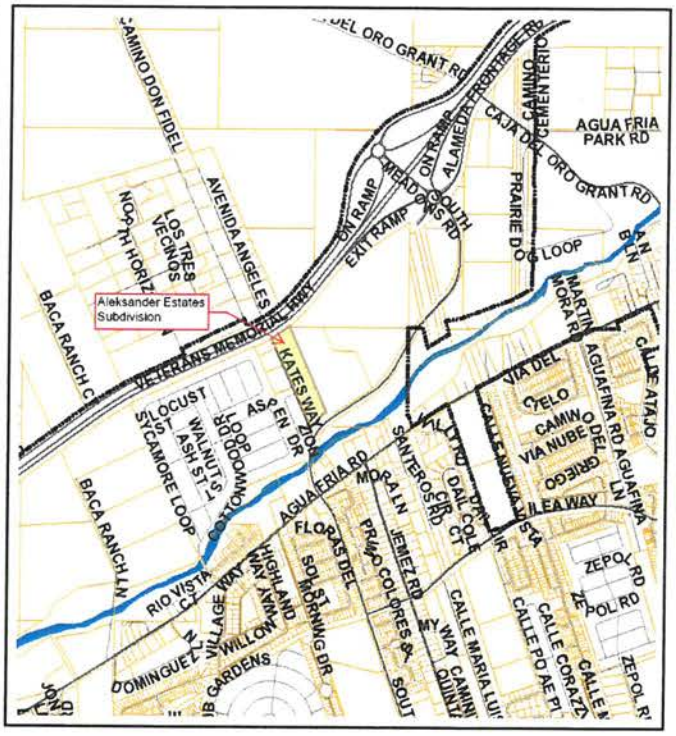
2,938.2 0 1,469.10 2,938.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Land Use Department
Planning Commission Staff Report

Case No:	2021-3805, 3806, 3807 & 3808
Hearing Date:	August 5, 2021
Applicant:	Monica Montoya Land Use Consulting, Inc. for Next Generation Contracting, Inc.
Request:	General Plan Amendment, Rezoning, Prelim. Development & Preliminary Subdivision
Location:	NW corner of Kates Way & South Meadows Road
Case Mgr.:	Donna Wynant, AICP
Zoning:	R-1 (Residential, one dwelling unit per acre)
Overlay:	None
Pre-app Mtg:	December 10, 2020
ENN Mtg:	April 27, 2021
Proposal:	General Plan Amendment, Rezoning to R-7, Prelim. Development Plan and Prelim. Subdivision Plat Approval for 59 lots on approximately 8.38 acres.



Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) to (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325)

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests approval of rezoning from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325).

Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests preliminary development Plan approval of a preliminary subdivision for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 (Residential and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325

Case #2021-3808. Aleksander Estates Preliminary Subdivision Plat. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests preliminary subdivision plat approval for 59 single-family residential lots on approximately 8.38 acres of vacant land. The property is zoned R-1 (Residential- one dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager, djwynant@santafenm.gov, 955-6325).

I. RECOMMENDATION:

The Commission should recommend **APPROVAL of** the general plan amendment request (Case #2021-3805), the rezoning request (Case #2021-3806), the preliminary development plan (Case #2021-3807) and should **APPROVE** the preliminary subdivision plat (Case #2021-3808) with the conditions of approval and technical corrections listed in this report.

Eight motions will be required in this case:

- *Recommend approval of the general plan amendment request for Case 2021-3805.*
- *Recommend approval of the rezoning request for Case 2021-3806.*
- *Recommend approval of the preliminary development plan for Case 2021-3807 subject to the conditions of approval and technical corrections recommended by staff.*
- *Approve the preliminary subdivision plat for Case 2021-3808 subject to the conditions of approval and technical corrections recommended by staff.*
- *Approve the Findings of Fact and Conclusions of Law for Case 2021-3805, as proposed in Exhibit A.*
- *Approve the Findings of Fact and Conclusions of Law for Case 2021-3806, as proposed in Exhibit A.*
- *Approve the Findings of Fact and Conclusions of Law for Case 2021-3807, as proposed in Exhibit A.*
- *Approve the Findings of Fact and Conclusions of Law for Case 2021-3808, as proposed in Exhibit A.*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for the Case 2021-3807 and 2021-3808.

#	Condition of Approval	Dept. or Division	To be completed by:
1	Construct a 10' multiuse trail along Aleksander Drive instead of a 5' sidewalk.	MPO	Prior to Signature Sheet process
2	Ensure a continuous sidewalk along both sides of Kate's Way to South Meadows.	MPO	Prior to Signature Sheet process
3	Applicant to work with the City to address issues identified by the MPO.	Land Use/Current Planning Division	Prior to Final Dev Plan submittal
4	The Applicant to dedicate Aleksander Drive to the City for public use.	Current Planning	Prior to Signature Sheet process
5	The preliminary subdivision plat (Case #2021-08) is contingent on the Governing Body approval of Cases No. 2021-3805, 2021-3806, and 2021-3807	Current Planning	Prior to Final Subdivision submittal

Should the Commission recommend approval of the general plan amendment, rezoning and development plan request to the Governing Body and approves the preliminary subdivision plat application, a final subdivision plat application will be submitted for future approval by the Commission prior to recording of the plat and issuance of construction permits.

III. EXECUTIVE SUMMARY:

This proposal consists of the following four applications:

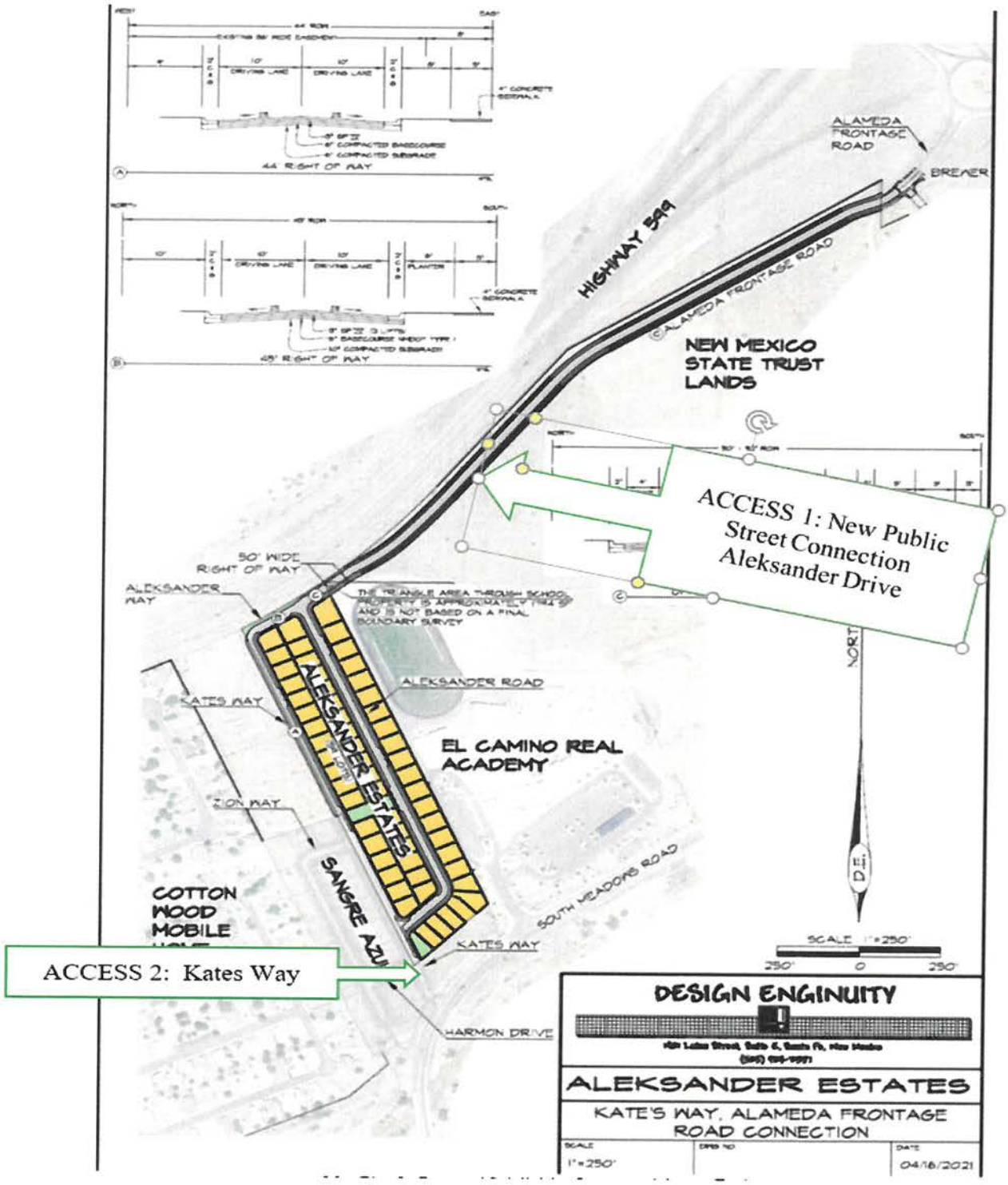
- **General Plan Amendment:** from Low Density (1 dwelling unit per acre & 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre)
- **Rezoning**: R-3 (three dwelling units per acre) to R-7 (seven dwelling units per acre)
- **Preliminary Development Plan**: Proposed 59 lot residential subdivision.
- **Preliminary Subdivision**: Proposed 59 single family residential lots, and

The requested zoning district increase from R-1 to R-7 is not within the range classification "Low Density Residential" shown on the General Plan Future Land Use Map, so an amendment to the General Plan is required for the proposed Project.

If the Governing Body approves the proposed rezoning of R-7, the density for the proposed subdivision would be 59 residential lots which is less than the possible density of 67 units. (Calculation: 8.38 acres multiplied by R-7 zone = 58.66 gross density plus the affordable housing density bonus of 15% of an additional 8.79 units = 67 allowable lots/dwelling units which is 8 more units than proposed.)

The subject site is a vacant parcel along the east side of Kate's Way off of South Meadows Road. The site is bordered by Kates Way to the west, El Camino Real Academy to the east, NM 599 highway to the north and South Meadows Road to the south. Kate's Way is an unimproved private street with a right of way width of approximately 34.5 feet and South Meadows is a public right of way from 75 - 100 feet wide and is classified as a minor arterial street according to the Santa Fe Functional Road Classifications Map.

The subdivision will be accessed by two public streets (shown on the next page). Access #1 is a newly constructed public road through properties owned by the Santa Fe Public Schools and the State of New Mexico to connect the north end of the subdivision to the round-a-bout at NM 599/South Meadows Road. Access #1 will be dedicated to the City of Santa Fe for Public use. Access #2 connects the south end of the subdivision to South Meadows Road via Kates Way.



The proposed residential lots within the subdivision range in size from 4000 sq. ft. to 6000 sq. ft. Each lot will accommodate a single family residence meeting the standards for the R-7 district including front, year and side yard setbacks, maximum 24 foot height of structures, minimum number of two parking per lot, and will not exceed 40% lot coverage.

The proposed rezoning and development plan requests are compatible with the uses, character, and densities of the surrounding area and the development plan will not increase or create any nonconformities with Chapter 14. The preliminary subdivision plat meets approval criteria and does not create or increase any non-conformities with Chapter 14 and is compatible with residential development in the surrounding area.

IV. EXISTING CONDITIONS

	Property Address	**Zoning**
North	NM 599/Veterans Memorial Hwy.	R-1 (Residential, one dwelling unit per acre)
West	2626-2670 Kates Way (Vacant land and residential development) Sangre Azul Subdivision – not built) and a single family home	R-5 (Residential- five dwelling units per acre) and R-1 (Residential- one dwelling unit per acre)
South	2689 Kates Way- (Vacant land)	R-5 (Residential- five dwelling units per acre)
East	2500 South Meadows Road	R-1 (Residential- one dwelling unit per acre)

V. PROJECT ANALYSIS

(a) **Density:** The proposed density for the subdivision is 59 as allowed by SFCC 14-8.11 (G)(1)(a). (*Calculation: 8.387 acres multiplied by R7 zone = 58.625 gross density plus density bonus of 15% = 67.418 allowable lots/dwelling units. Project proposes 59 lots/dwelling units.*

(b) **Lot Specific Standards (Per SFCC 14-7.2).**

Lot size: Required: 4,000 Sq. Ft
Provided: 4,000 Sq. Ft – 6,000 Sq. Ft.

Height: Allowed: Single and Two Story Residences up to 24'
Provided: Single and Two Story Residences up to 24'

Setbacks: Established by the Development Plan, (14-7.2-1):
Front: 10' (20' for garage or carport facing street)
Side: 5' single story, 10' two story (10' building separation)
Rear: The lesser of 15' or 20% of lot depth
Lot Coverage: 40%/50% with private open space = to 50% GFA

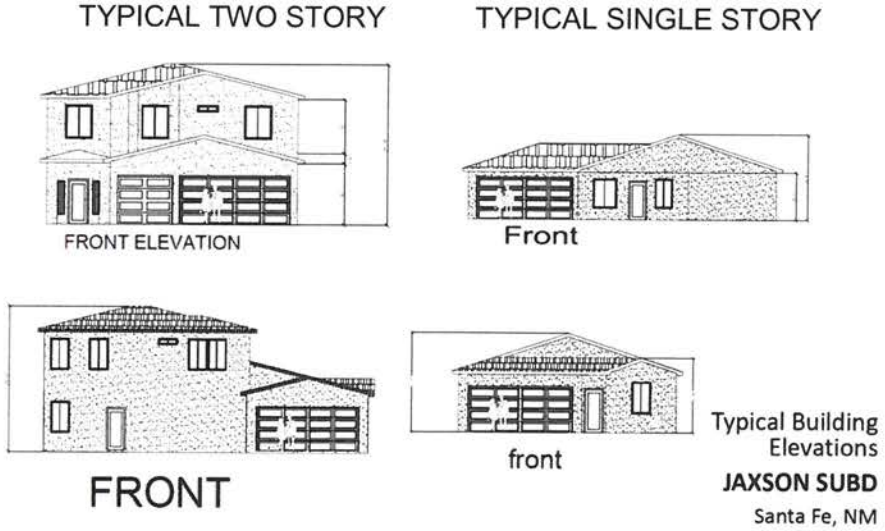
Parking: 2 off street parking spaces per lot

(c) **Access Design**: Two public access roads (see map on page 4) are planned to serve the subdivision; the first access, Aleksander Drive, is a newly constructed public road connecting the north end of the subdivision east to the round-a-bout at South Meadows Road/NM599. The application includes easements for Aleksander Drive by owners Santa Fe Public Schools and the State of New Mexico. The Applicant will dedicate Aleksander Drive to the City for public use, as it will also serve future development by the City on land it leases from the State. The second access is via the existing Kate's Way which intersects with South Meadows at the south end of the subdivision. Easement documents are included in the Applicant's submittal. (See Exhibit E)

(d) **Drainage:** The project site is relatively flat with a gentle slope from north to south with a grade of less than 2%. There are no significant drainage channels and much of the site appears disturbed. The subdivision design includes two drainage ponds to accommodate runoff. A detailed drainage report is found in the Applicant's submittal. (Exhibit E)

(e) **Traffic Engineering**: A Traffic Impact Analysis, (TIA) accompanies the proposed application. Existing and projected traffic patterns were studied to determine impacts. The study found that the South Meadows Road/NM 599 roundabout operates at acceptable levels in existing, no build, and build conditions. The South Meadows and Kate's Way intersection will operate at acceptable levels. The sight distance evaluation revealed no concerns.

(f) **Architecture:** A conceptual architectural theme is provided with this application for illustrative purposes in order to convey the vision for the subdivision. SFCC does not regulate the architectural style of single family dwellings but rather, regulates the placement of homes, setbacks from property lines, roof to lot area ratios, off street parking and height. etc. The Applicant proposes both single and two story pitched roof homes with clay tile and stucco materials. The front of the homes will front Aleksander Lane and rear yard private spaces facing the perimeter of the subdivision boundaries.



(g) **Santa Fe Homes Program, SFHP**: The Santa Fe Homes Program ordinance seeks to provide affordable housing for Santa Fe residents. Twenty percent, (20%) of the gross density of the subdivision is subject to the ordinance. A Housing Proposal is attached.

(h) **Police and Fire Protection**: The project will be served by City police and fire protection. The preliminary site design considers input by the City fire marshal for emergency access.

(i) **Water & Sewer Availability**: Water and sewer will be extended to the project via existing public infrastructure. Preliminary engineering designs indicate that the site characteristics qualify for adequate connection. Utility service applications are included in the application report.

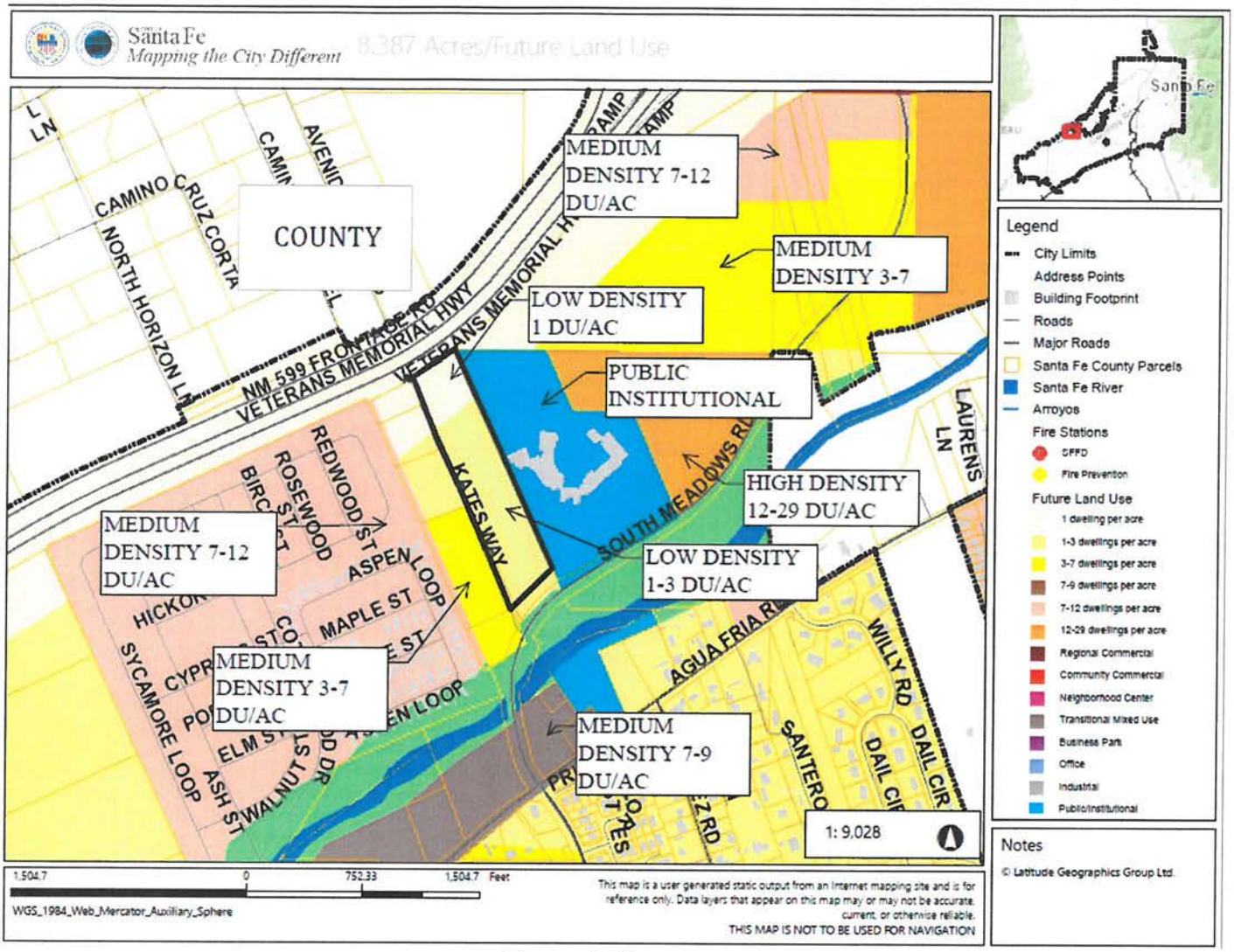
(j) **Water Use Offset**: The projected water use for the subdivision is less than 10 acre feet. A fee will be required to offset water use prior to construction. A water budget was submitted to the City Water Conservation Office for review early in the subdivision design process.

(k) **Archaeological Clearance**: The project falls within the Rivers and Trails Archeological Review District. At their hearing on October 1, 2020, the City of Santa Fe Archaeological Review Committee (ARC) voted to approve the archaeological inventory/reconnaissance report. Archaeological Clearance has been granted and no further investigation is required. ARC Case Number: 2020-002622-ARC

VI. GENERAL PLAN AMENDMENT

The subject property's current land use designation on the Future Land Use Map is Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) (Exhibit D1). The Applicant is requesting an amendment to the current designation of Low Density Residential to Medium Density Residential (3-7 dwelling units per acre) in conjunction with the Rezoning request from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre).

Staff believes the project to be consistent with the policies of the General Plan. Medium Density (3-7 du/ac) is appropriate for the site based on density patterns in the area. The adjacent parcel to the east is home to the El Camino Real Academy with a general plan designation of Public Institutional. NM 599 borders the north boundary. Low and medium general plan densities exist adjacent to the west and south boundaries. High densities up to 9, 12, and 29 du/ac are within proximity to the project.



General Plan

The purpose and intent of general plan amendments per Section 14-3.2 is to guide the city's land use decisions. The regulations, restrictions and policies of the city affecting development of Santa Fe shall be in accordance with the general plan as provided in Section 3-21-5 NMSA 1978

The general plan criteria are evaluated below per Subsection 14-3.2(E):

Criterion 1: consistency with growth projections for Santa Fe, economic development goals as set forth in a comprehensive economic development plan for Santa Fe and existing land use conditions such as access and availability of infrastructure;	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"The project is consistent with the goals of the General Plan regarding economic development. The General Plan has established community commercial use on land in the vicinity of the project to support the area. Medium to high density residential uses are established in the NM 599 and South Meadows Road node. The fundamental framework for residential communities exists including roads; (NM 599 and South Meadows Road), services; (city water and sewer), and schools."

Staff Response:
Staff concurs with the applicant's statement. The interchange of NM 599 with the South Meadows Road extension, together with commercial zoning near the interchange and the establishment of the El Camino Real school has substantially changed the land use pattern in this area over the past decade. The availability of road and utility infrastructure has made recent developments in this area more feasible, such as the new fire station site approved to be developed near the round-a-bout and two large multi-family residential developments – Gerhart Apartments (now known as South Meadows Apartments) and the Madera Apartments.

Criterion 2: Consistency with other parts of the general plan;	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"Medium densities are consistent with and supported by the growth management policies of Chapter 4 of the General Plan. (Chapter 4-1-G2) Guiding policies for growth management call for a concentration of populations at greater densities in developing areas with centrally located neighborhood centers. In addition, the proposed density can be supported by existing fundamental infrastructure in the area"

Staff Response:
Staff concur with Applicant's statement.

Criterion 3: the amendment does not: • **allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or** • **affect an area of less than two acres, except when adjusting boundaries between districts; or** • **benefit one or a few landowners at the expense of the surrounding landowners or the general public**	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"The proposed amendment does not change the prescribed residential land use character. It provides for medium residential density in an appropriate area. The project area consists of 8.387 acres which is substantially larger than two acres. The requested future land use designation benefits the sustainability of developing neighborhood in this changing node of NM 599 and South Meadows Road."

Staff Response:
The application is not required to comply with Criterion 3, since it complies with Criterion 4. Staff concurs with the Applicant that it does comply, even though compliance is not mandatory.

- The proposed amendment to the medium density designation continues the residential land use, but at a slightly higher density. Such a residential designation will allow the proposed use once the property is zoned R-7
- The property is well over two acres in size at 8.38 acres.
- The amendment will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, particularly since the medium density residential designation is requested in conjunction with the R-7. If approved by the Governing Body, the Applicant will then return to the Planning Commission for final development plan approval subject to compliance with Chapter 14 requirements. Staff concurs with the Applicant that the requested future land use designation is consistent with appropriate land use patterns for this developing neighborhood at the node of NM 599 and South Meadows Road

Criterion 4: an amendment is not required to conform with Criterion 3 [Subsection 14-3.2(E)(1)(c)] if it promotes the general welfare or has other adequate public advantage or justification;	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"The proposed amendment seeks to promote the general welfare of the area and Santa Fe by providing a needed housing type which has been justified by a City-initiated study."

Staff Response:
Staff concurs with this statement.

Criterion 5: compliance with extraterritorial zoning ordinances and extraterritorial plans;	**Criterion Met:** (Yes/No/Conditional/N/A) **N/A**

Applicant's Response:
"Not Applicable."

Criterion 6: contribution to a coordinated, adjusted and harmonious development of Santa Fe that in accordance with existing and future needs best promotes health, safety, morals, order, convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"Medium density residential use will contribute toward a coordinated land use system in the immediate area of NM 599 and South Meadows Road. Many amenities for a healthy community exist or are in planning stages to promote a prosperous community including access to an interchange, shopping and employment center, schools, parks, pedestrian trails in close proximity."

Staff Response:
Staff concurs with this statement.

Criterion 7: consideration of conformity with other city policies, including land use policies, ordinances, regulations and plans.	**Criterion Met:** (Yes/No/Conditional/N/A) **YES**

Applicant's Response:
"The medium density residential proposal is subject to Chapter 14, Land Development Code regulations, which implement land use policies adopted by the city including the General Plan.

Staff Response: The Project is in compliance with other City plans. These include:

- Southwest Area Master Plan
- West Santa Fe River Corridor Plan
- MPO Transportation Plan
- Pedestrian Master Plan
- Bicycle Master Plan:

The Project is in compliance with the SWAMP, and the West Santa Fe River Corridor Plan that recognizes higher densities in this NM599 and South Meadows node. The Project will also be in compliance with the Metropolitan Planning Organization's requirements to construct a 10 foot wide multi-use trail along the south side of Aleksander Drive and a continuous sidewalk along both sides of Kate's Way to South Meadows. Such improvements will also bring the Project in line with the goals of the Pedestrian and Bicycle Master Plans.

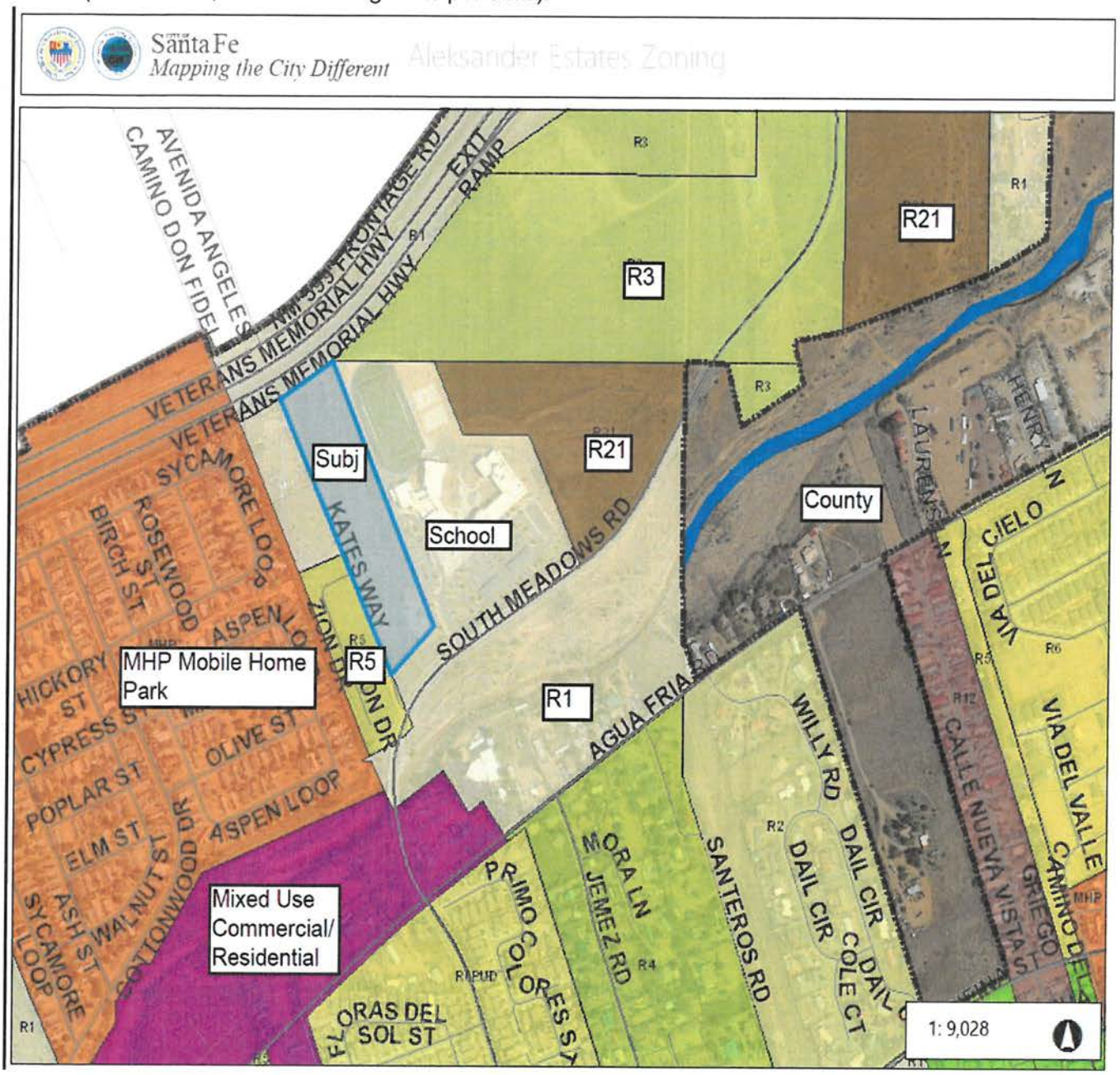
Criterion 8: In addition to complying with the general criteria set forth in Subsection 14-3.2(E)(1), amendments to the land use policies section of the general plan shall be made only if evidence shows that the effect of the proposed change in land use shown on the future land use map of the general plan will not have a negative impact on the surrounding properties. The proposed change in land use must be related to the character of the surrounding area or a provision must be made to separate the proposed change in use from adjacent properties by a setback, landscaping, or other means, and a finding must be made that: *(a) the growth and economic projections contained within the general plan are erroneous or have changed;* *(b) no reasonable locations have been provided for certain land uses for which there is a demonstrated need; or* (c) *conditions affecting the location or land area requirements of the proposed land use have changed, for example the cost of land space requirements, consumer acceptance, market or building technology.*	**Criterion Met:** (Yes/No/Conditional/N/A) **N/A**

Applicant's Response:
"We propose that the amendment is an important piece to an evolving developing neighborhood in the area as recognized by the General Plan. The project will not have a negative impact on the surrounding neighborhood but rather contribute to an established growth pattern and coordinated land use."

Staff Response:
Staff concurs with the Applicant's statement. The land use pattern has changed in this area over the past decade, with the interchange at NM599 followed by the South Meadows Road extension and the development of the El Camino Real Academy. The growth and economic projections contained within the general plan of 1999 did not anticipate the intensity of high demand for and shortage in supply of housing in recent years.

VII. REZONING

The Applicant requests to rezone the subject property from R-1 (Residential, one dwelling unit per acre to R-7 (Residential, seven dwelling units per acre).



Zoning Map

The rezoning criteria are evaluated below.

Rezoning Approval Criteria per Subsection 14-3.5(C):

Criterion 1: one or more of the following conditions exist: **(i) there was a mistake in the original zoning;** **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or** **(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;**	**Criterion Met:** (Yes/No/ N/A) **YES**
Applicant's response: **(i) there was a mistake in the original zoning;** "N/A" **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;** *"The area has experienced an increase in residential development over the years. Development is consistent with land use patterns prescribed by adopted policies. The proposed R7 zone district is consistent with previously approved zoning in the area."* **(iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;** *"The application does not affect the use, which will remain single family residential. It seeks to increase the density from 1 & 3 dwelling units per acre to 7 dwelling units per acre. We propose that the density is supported by the General Plan and other adopted policies."* **Staff Response:** Staff concurs with the Applicant in that the use will remain single family residential, but at a slightly higher density. The R-7 district has been found to be the threshold at which housing can be developed at a more affordable rate.	
Criterion 2: *all the rezoning requirements of Chapter 14 have been met;*	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's response:
"The application satisfies the rezoning requirements of Chapter 14 including early discussions of the application with prescribed neighbors and neighborhood associations via the Early Neighborhood Notification process. The project design also complies with Chapter 14 requirements."

Staff Response:
The rezoning requirements have been met that included an ENN and proper notifications. The project design complies with Chapter 14 requirements. Conditions of approval and Technical Corrections required by the DRT for this preliminary subdivision plat will be addressed with the final subdivision plat.

Criterion 3: the rezoning is consistent with the applicable policies of the general plan, including the future land use map;	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:
"We propose that this application is consistent with the land use designations and densities of the General Plan which anticipated new neighborhoods with similar densities in the immediate vicinity and beyond, with the exception of those areas regulated by the Agua Fria Traditional Village. The General Plan depicts similar and higher densities in the immediate area.

Staff Response:
Staff concurs with the Applicant's statement in that the rezoning is consistent with the policies in the general plan for infill development. The General Plan's future land use map identifies the subject property for low residential density (1 dwelling unit per acre) alongside NM599 and low density residential (1-3 dwelling units) for the remainder of the property. The request to amend the General Plan to allow a higher future land use designation would be more in line with higher densities in the area. The only low density designations in the immediate area along South Meadows Road between NM 599 and Agua Fria are, in fact, along Kates Way. Over the past 5 to 10 years, the future land use of several properties in the area have been approved at higher density residential designations. These include the Gerhart Apartments (now the South Meadows Apartments) and the Madera Apartments, designated at 12-29 dwelling units per acre. Other designations include the Cottonwood subdivision to the west at 7-12 dwelling units per acre and the Sangre Azul subdivision along the west side of Kates Way is designated as 3-7 dwelling units per acres.

Criterion 4: the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:
"The application proposes that the acreage is sufficient to support medium densities given the land use pattern in the immediate area. R7 density is consistent with the General Plan and is a suitable density."

Staff Response:
The City does not maintain growth projections for specific types of development. The R-7 (Residential-seven dwelling units per acre) district allows for infill development at the subject location that is consistent with development to the west. The development site falls within the "River Corridor Area" of the Southwest Area Master Plan, generally bounded by the Santa Fe River on the south, NM599 on the north, and Airport Road, further to the south.

Criterion 5: the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:
"The project has access to many existing and/or planned public facilities including access to City ROW, city water and sewer in close proximity, electricity, cable, internet, parks, pedestrian parks, and schools. A new fire substation is planned in close proximity."

Staff Response:
Staff concurs with the Applicant that adequate infrastructure is available to serve the property. Water and sewer will be extended to the project via existing infrastructure in South Meadows Road. The project will also be directly accessed by Kates Way off of South Meadows Road and the new road to connect the area to the round-a-bout at the NM599 interchange.

Criterion 6: Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;** **affect an area of less than two acres, unless adjusting boundaries between districts; or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:

"The proposed zoning is consistent with adopted policies for land use and density. The area in general appears to follow anticipated evolving neighborhood patterns as recognized by the General Plan. The rezoning proposes to respond to the planned policies calling for additional housing for the city."

Staff Response:

The proposed change will be consistent with the future land use development map if the General Plan Amendment is granted. It is also consistent with the policy *for "infill development at densities that support the construction of affordable housing."*

Criterion 7: If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;	**Criterion Met:** (Yes/No /N/A) **YES**

Applicant's Response:

"Preliminary analysis shows that City infrastructure is adequate to serve a development of this nature. An impact fee contribution is prescribed by City ordinance to assist with funding of future infrastructure. Water offset requirements apply to the project."

Staff Response:

Impact fees will be imposed on any proposed development to supplement funding associated with constructing and improving existing infrastructure such as streets, parks, police and fire services. An evaluation of any required off-site improvements will be evaluated with this development plan.

Criterion 8: If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the w development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:

"Improvements to the existing street network are incorporated into the project design to include a new public road connection from the north east end of the project to the round-a bout at South Meadows Road/NM 599. It is understood that impact fees will be imposed on the development to supplement funding associated with constructing and improving existing infrastructure such as streets, parks, police and fire services."

Staff Response:

The proposed rezoning will allow for a subdivision of 59 homes and all improvements for infrastructure are proposed in the preliminary subdivision plat request. The Applicant will pay all impact fees as required.

VIII. DEVELOPMENT PLAN APPROVAL CRITERIA

The Planning Commission review of a development plan is required per 14-3.8(B)(2) that states Rezoning to R-7, R-8 or R-9, except a city -initiated down zoning, requires consideration and approval by the planning commission and the governing body of a development plan for the property as provided in Section 14-3.8.

Approval of the following criterion are required by Subsection 14-3.8(D)(1):

Criterion 1: **Planning Commission is empowered to approve the plan under the section of Chapter 14 described in the application;**	**Criterion Met:** (Yes/No) **YES** **Only to review and recommend to the Governing Body**

Applicant's Response:

"The Planning Commission is empowered to approve a development plan application under SFCC Section 14-2.3 (C)(1)."

Staff Response:

*Subsection 14-3.8(C)(2) states "*Development *plans required for rezonings by Articles 14-4 Zoning Districts and 14-5 Overlay Zoning Districts shall be reviewed by the planning commission at a public hearing with notice provided as required by Section 14-3.1(H) and then transmitted to the* governing body *with any recommendations, as set forth in Section 14-3.5 Rezonings," and*

14-4.2(E)(2) states *"Rezoning to R-7, R-8 or R-9, except a city-initiated down zoning, requires consideration and approval by the planning commission and the governing body of a development plan for the property as provided in Section 14-3.8".*

Criterion 2: **that approving the development plan will not adversely affect the public interest; and**	**Criterion Met:** (Yes/No) **YES**

Applicant's Response:

"We propose that the development will have a positive impact on the public interest by adding to the inventory of quality single family housing. The development will provide additional opportunities for home ownership. It is ideally located in close proximity to many amenities which positively impact a balanced neighborhood including schools, shopping, employment, recreation, etc., which contribute to a healthy community. The development intends to integrate with surrounding land uses."

Staff Response:

The public interest is not defined; however ordinances, Chapter 14 was adopted by elected officials who serve as the public interest. This proposal satisfies the regulations in Chapter 14 and fulfills the 4-4-G-1 section of the General Plan with regards to infill with residential development.

The development plan is required with the rezoning to the R-7 district. The development plan for the proposed 59 lot subdivision provides detail to ensure compliance with Chapter 14.

Criterion 3: **that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.**	**Criterion Met:** (Yes/No) **YES**
Applicant's Response: *"Development patterns in the vicinity of the proposed development have set a precedent for single family residential use with a similar scale and which we propose are appropriate for the character of the area.* *The architectural theme stems from a desire to be sensitive and complimentary to the neighborhood while creating a pleasant living experience with pride of ownership for new residents. Intermixed single and two story homes will introduce the development as seen from the neighborhood."* **Staff Response:** Staff concurs with this statement. The proposed residential single family subdivision is compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the area in terms of uses, characters and densities and height, setbacks, mass, and scale.	

IX. PRELIMINARY SUBDIVISION PLAT APPROVAL CRITERIA

Section 14-3.7 governs the authority, procedures and restrictions for the division of land. Subsection 14-3.7(B)(3)(d) states that "The Planning Commission shall review the preliminary plat and other materials submitted for conformity to this article, consider the Land Use Director's report and recommendations, and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider." The criteria for approval of a Preliminary Subdivision are detailed below:

Criterion 1: In all subdivisions, due regard shall be shown for all natural features such as vegetation, water courses, historical sites and *structures*, and similar community assets that, if preserved, will add attractiveness and value to the area or to Santa Fe.	**Criterion Met:** (Yes/No/N/A) **YES**
Applicant's Response: *"The project is not in the flood zone and the site design follows the natural terrain which is relatively flat with no 30% slopes. The project is not within a designated historic district."* **Staff Response:** Staff concurs with this statement and add that it does not require an archaeological clearance permit, per Subsection 14-3.13(B)(3)(a), since the site is less than 10 acres in size.	

Criterion 2: The planning commission shall give due regard to the opinions of public agencies and shall not approve the plat if it determines that in the best interest of the public health, safety or welfare the land is not suitable for platting and development purposes of the kind proposed. Land subject to flooding and land deemed to be topographically unsuited for building, or for other reasons uninhabitable, shall not be platted for residential occupancy, nor for other uses that may increase danger to health, safety or welfare or aggravate erosion or flood hazard. Such land shall be set aside within the plat for uses that will not be endangered by periodic or occasional inundation or produce unsatisfactory living conditions. See also Section 14-5.9 (Ecological Resource Protection Overlay District) and Section 14-8.3 (Flood Regulations).	**Criterion Met:** (Yes/No/ N/A) **YES**

Applicant's Response:

"The project is subject to the review of applicable public agencies regulating development in the city. We propose that the project is suitable for platting and development purposes for residential use. All applicable development standards of the adopted land development code and policies are addressed in the design."

Staff Response:

No concerns have been raised by other public agencies that determined that the project is not suitable for platting and development purposes of the kind proposed. No public agency has indicated that the land is NOT in the best interest of the public health, safety or welfare. The subject property is not subject to flooding and has not been deemed to be topographically unsuited for building, or for other reasons uninhabitable. The site is fairly flat and will not aggravate erosion or flood hazard. All applicable development standards of the adopted land development code and policies are addressed in the design.

Criterion 3: All plats shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No /N/A) **YES**

Applicant's Response:

"The Development Review Team (DRT) will review the Applicant's proposed subdivision design. The DRT includes the following City Divisions: Traffic, Technical Review, Water, Sewer, Environmental, and Land Use. Review comments and conditions from the DRT provide necessary changes to the proposal to conform to the City Code in order to meet standards for health, safety or welfare. The subdivision plat complies with the standards of Chapter 14, Article 9."

Staff Response:

The DRT has reviewed this Project and made their comments as found in Section II of this report as conditions of approval, and in Exhibit B as technical corrections. Staff has found that the plat complies with the infrastructure design, improvements and dedication standards.

Criterion 4: A plat shall not be approved that creates nonconformity or increases the extent or degree of an existing nonconformity with the provisions of Chapter 14 unless a variance is approved concurrently with the plat.	**Criterion Met:** (Yes/No/N/A) **YES**
Applicant's Response: *"The proposed plat does not create any nonconformity and will not increase the extent or degree of an existing nonconformity with the provisions of Chapter 14 provided all conditions of approval and technical corrections are made with the final subdivision plat. No variances are requested with this plat."* **Staff Response:** Staff concurs with this statement.	
Criterion 5: A plat shall not be approved that creates a nonconformity or increases the extent or degree of an existing nonconformity with applicable provisions of other chapters of the Santa Fe City Code unless an exception is approved pursuant to the procedures provided in that chapter prior to approval of the plat.	**Criterion Met:** (Yes/No /N/A) **YES**
Applicant's Response: *"This application is not requesting any exceptions to the Santa Fe City Code with this proposal."* **Staff Response:** Staff concurs with this statement.	

X. EARLY NEIGHBORHOOD NOTIFICATION

An Early Neighborhood Notification meeting was conducted online on April 27, 2021 via Zoom. The meeting was well attended by City staff and project team, although no neighbors were in attendance. The ENN Guidelines and supporting documentation are attached. (EXHIBIT D).

XI. EXPIRATION

The General Plan Amendment and Rezoning to the R-7 do not expire. If the Applicant's request for the rezoning with a development plan is approved by the Governing Body, the Applicant will then return to the Planning Commission for final development plan and subdivision approval.

Approval of a preliminary subdivision plat shall expire three years after final action. Therefore if a final plat is not approved, the approved preliminary subdivision plat will expire on August 5, 2024.

XII. ATTACHMENTS

EXHIBIT A:

1. Technical Corrections
2. Draft Findings of Fact/Conclusions of Law

EXHIBIT B: Development Review Team Memoranda & Email

1. Technical Review Memorandum, Dee Beingessner
2. Wastewater Division Memorandum, Stan Holland
3. Fire Prevention, Geronimo Griego
4. Landscape Memorandum, Lawrence Rivera
5. ADA - Site Review, Jason Kluck
6. Solid Waste, Eric Lucero

EXHIBIT C: Maps and Photos

1. Future Land Use Map
2. Current Zoning Map
3. Aerial Map
4. Google Street and Earth Views

EXHIBIT D: Early Neighborhood Notification

1. ENN Guidelines
2. Meeting Notes
3. School Notification

EXHIBIT E: Applicant Materials

1. Application Report
2. Applicant's full plan set
3. Traffic Impact Analysis

APPROVED BY:

Title	Name	Initials
Interim Land Use Department Director	Jason Kluck	jmk
Land Use Planner Manager	Noah Berke	NLB
Land Use Department Case Manager	Donna Wynant	DJW

City of Santa Fe, New Mexico

Planning Commission

Exhibit A

Technical Corrections

&

Draft Findings of Fact/Conclusions of Law

Aleksander Estates Subdivision

Case #2021-3805, 3806, 3807, 3608

Technical Corrections

#	TECHNICAL CORRECTIONS	Dept/ Division	To be completed by:
1	If parking will only be allowed in designated areas, no parking signs are needed along the roadway. Signs should be placed at both ends of no parking areas with an arrow and wording stating "No Parking Between Signs". For large distances between signs, signs with arrows pointing in both directions shall be used.	Land Use Engineer	Prior to recordation
2	Place pond volumes on the construction plans	Land Use Engineer	Prior to recordation
3	Engineer to certify pond slopes if greater than 2:1.	Land Use Engineer	Prior to recordation
4	This development shall comply with the most current requirements of the American with Disabilities Act (ADA) for all infrastructure improvements. Place a note on the Plat to reflect this condition.	Land Use Engineer	Prior to recordation
5	Other comments will be provided on Plans at the time of the building permit and changes may be required during permitting process	Land Use Engineer	Prior to recordation
6	See attached memo in Exhibit B for ADA Site Review	ADA Review	Prior to recordation
7	14-8.4(E)(4)(H) irrigation systems shall be zoned by levels of water use. For the most efficient water use, plant with similar water use requirements shall be grouped together. Separate zones are required for permanent and temporary irrigation lines.	Landscape Review	Prior to permit review
8	14-8.4(F)(2)(a) all required deciduous trees shall be two (2) inch caliper minimum; 14-8.4 (F)(2)(c) All required evergreen trees shall be a minimum of six (6) feet in height.	Landscape Review	Prior to permit review
9	14-8.4(F)(2)(b) all required shrubs shall be five gallon minimum except as noted on the City of Santa Fe Recommended Plant List;	Landscape Review	Prior to permit review
10	Reduce Pinon Pine count by three and add three Austrian Pine.	Landscape Review	Prior to permit review

11	A security fence around ponds three feet and deeper with a maintenance gate is required.	Landscape Review	Prior to permit review
12	Note on plan: "All disturbed areas shall be restored per COSF Code 14-8.2(D)(5)".	Landscape Review	Prior to permit review
13	Provide additional plantings at the north side entrance to create a beautiful focal point upon entering the subdivision.	Landscape Review	Prior to permit review
14	Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.	Landscape Review	Prior to permit review
15	1. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2015 Section 503.2.1) 2. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) 3. Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. 4. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1) 5. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 6. Shall have water supply that meets fire flow requirements as per IFC (Appendix B) 7. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 8. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) 9. Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 10. Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates. 11. Shall comply with Section D106 Multiple-Family Residential Developments. 12. 107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling	Fire Prevention	At the time of any new construction or remodel.

	units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. (remotely) 13. Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.		
16	ADA Site Review Standards- see attached memo.	LUD/ADA Review	Prior to signature sheet

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3805 – Aleksander Estates General Plan Amendment
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Property). The Property is zoned R-1 (Residential - 1 dwelling unit per acre).

In related Case #2021-3806, the Applicant seeks a rezoning from R-1 (Residential – 1 dwelling unit per acre) to R-7 (Residential – 7 dwelling units per acre). Additionally, in related Case #2021-3807, the Applicant seeks preliminary development plan approval for a preliminary subdivision for 59 single-family residential lots. Finally, in related case #2021-3808, the Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Applicant seeks a rezoning to R-7, which would allow for the proposed single-family residential development consisting of 59 single-family residential lots on approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Project).
2. Under the Santa Fe City Code (SFCC) Section 14-3.2(B)(2)(b), the general plan must first be amended before approval of a change in zoning district designation that is inconsistent with the land use classification shown on the general plan's future land use map.
3. Under SFCC Section 14-3.2(C)(1), the Application for a general plan amendment may be considered by the planning commission and the governing body concurrently with other applications.
4. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(xii)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
5. A pre-application conference was held on December 10, 2020.
6. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
7. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.

8. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
9. City staff reviewed the general plan amendment Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements (Submittal Requirements) and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
10. Staff recommended that the Commission recommend approval of the amendment to the general plan to Governing Body.
11. Pursuant to SFCC Sections14-2.3(C)(7)(a) and 14-3.2(D)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to the general plan.
12. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3806, 2021-3807, and 2021-3808; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
13. SFCC Section 14-3.2 sets out certain procedures for amendments to the general plan, including, without limitation, submittal of an application for review, a public hearing by the Commission, and a recommendation to the Governing Body based upon the criteria set out in SFCC Section 14-3.2(E).
14. SFCC Section 14-3.2(E)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending approval of an amendment to the general plan to the Governing Body.
15. Pursuant to SFCC 14-3.2(E)(1)(a), the Commission finds that the Project is consistent with growth projections for Santa Fe, economic development goals, and existing land us conditions such as access and availability of infrastructure. The General Plan has established community commercial use on land in the vicinity of the project to support the area. Medium to high density residential uses are established in the NM 599 and South Meadows Road node. The fundamental framework for residential communities exists, including roads (NM 599 and South Meadows Road), services (city water and sewer), and schools.
16. Pursuant to SFCC Section 14-3.2(E)(1)(b), the Commission finds that the proposed general plan amendment would be consistent with other parts of the general plan. Medium densities are consistent with and supported by the growth management policies of Chapter 4 of the General Plan, which call for a concentration of populations at greater densities in developing areas.
17. Pursuant to SFCC Section 14-3.2(E)(1)(c) the Commission finds the amendment does not:
    (i) allow uses or a change that is significantly different from or inconsistent with the prevailing use and character in the area; or
    (ii) affect an area of less than two acres, except when adjusting boundaries between districts; or
    (iii) benefit one or a few landowners at the expense of the surrounding landowners or the general public.
18. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(d) is not applicable because the criterion in SFCC Section 14-3.2(E)(1)(c) is met.
19. The Commission finds that the criterion in SFCC 14-3.2(E)(1)(e) is not applicable to this case.

20. Pursuant to SFCC 14-3.2(E)(1)(f), the Commission finds that approving a proposal for housing on the Property would promote the general welfare and contribute to the harmonious development of Santa Fe.
21. Pursuant to SFCC 14-3.2(E)(1)(g), the Commission has considered conformity with other city policies.
22. The Commission finds that the additional criteria in SFCC 14-3.2(E)(2) are not applicable to this case because the proposal would not amend the land use policies section of the general plan.
23. The Commission finds that the additional criteria in SFCC 14-3.2(E)(3) are not applicable to this case because the proposal does not involve the adoption of a neighborhood plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
2. The Applicant has the right under the SFCC to propose an amendment to the general plan.
3. The Commission has the power and authority at law and under the SFCC to review the proposed amendment to the general plan and to make recommendations regarding the proposed amendment to the general plan to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission should recommend approval of the requested general plan amendment because all applicable code requirements and criteria for recommendation of approval of the proposed amendment to the general plan have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the general plan amendment, as requested in the Application for Case #2021-3805.

_____ _____
Brian Gutierrez Date:
Chairperson

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____
Sally A. Paez
Assistant City Attorney

_____
Date:

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3806 – Aleksander Estates Rezoning
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a rezoning from R-1 (Residential - 1 dwelling unit per acre) to R-7 (Residential - 7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Property).

In related Case #2021-3805, the Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre). Additionally, in related Case #2021-3807, the Applicant seeks preliminary development plan approval for a preliminary subdivision for 59 single-family residential lots. Finally, in related case #2021-3808, the Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Applicant seeks a rezoning to R-7, which would allow for the proposed single-family residential development consisting of 59 single-family residential lots on approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Project).
2. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
3. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
4. A pre-application conference was held on December 10, 2020.
5. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
6. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
7. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
8. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other

information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).

9. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
10. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.
11. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
12. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3805, 2021-3807, and 2021-3808; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
13. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
14. SFCC Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
15. Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii)-(iii), the Commission finds that the character of the surrounding area has changed due to increased residential development and that the proposed R-7 zoning is more advantageous to the community because the use will remain single-family residential while allowing higher density, which allows housing to be developed at a more affordable rate.
16. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
17. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan, including growth management policies for infill development at medium densities in developing areas with centrally located neighborhood centers. Additionally, the rezoning will be consistent with the future land use map if the proposed general plan amendment is approved by the Governing Body.
18. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Commission finds that rezoning the property to accommodate infill by creating a 59-lot subdivision is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city.
19. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
20. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Commission finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-7 zoning is consistent with the surrounding density.
21. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Commission finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.

1. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
2. Pursuant to SFCC Section 14-3.5(D), the Commission finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the proposed rezoning to R-7, as requested in the Application for Case #2021-3806.

_____ _____
Brian Gutierrez Date:
Chairperson

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ _____
Sally A. Paez Date:
Assistant City Attorney

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3807 – Aleksander Estates Preliminary Development Plan
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a preliminary development plan for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 (Residential – 1 dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road (Property).

In related Case #2021-3805, the Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre). Additionally, in related Case #2021-3806, the Applicant seeks a rezoning from R-1 (Residential – 1 dwelling unit per acre) to R-7 (Residential – 7 dwelling units per acre). Finally, in related case #2021-3808, the Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Applicant seeks a rezoning to R-7, which would allow for the proposed single-family residential development consisting of 59 single-family residential lots on approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Project).
2. Under Santa Fe City Code (SFCC) Section 14-4(E)(1), the R-7 zoning district is "designed to accomplish the following: (a) to allow a greater intensity of residential land use; (b) to encourage infill development on undeveloped or underdeveloped land in order to promote compact urban form and promote efficient use of public infrastructure and services; and (c) to allow a density that enables affordability."
3. Under SFCC 14-4.2(E)(2), rezoning to R-7 "requires consideration and approval by the planning commission and the governing body of a development plan for the property as provided in Section 14-3.8."
4. SFCC Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].
5. A pre-application conference was held on December 10, 2020.

6. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
7. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
8. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
9. City staff reviewed the preliminary development plan Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
10. Staff recommended that the Commission recommend that the Governing Body approve the preliminary development plan, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
11. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3805, 2021-3806, and 2021-3808; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
12. Pursuant to SFCC Sections 14-2.3(C)(1) and 14-4.2(E)(2) and Table 14-2.1-1, the Commission has the authority to review development plans required for rezonings to R-7 and to make recommendations to the Governing Body.
13. SFCC Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC Section 14-3.8(D).
14. SFCC Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
15. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
16. SFCC Section 14-3.8(D)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before making a recommendation to the Governing Body to approve a development plan.
17. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to review and make a recommendation on the proposed preliminary development plan under SFCC Sections 14-2.3(C)(1), 14-3.8(B)(2), and 14-4.2(E)(2), and Table 14-2.1-1.
18. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Commission finds that approving the rezoning to R-7 and associated preliminary development plan for the Project would not adversely affect the public interest.
19. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the Project. The subject property is located in an area with medium to high density patterns, and institutional uses that include the El Camino Real Academy to the east and the site of a future fire station. The proposed use and scale of the Project is compatible with land uses in the vicinity.
20. Under SFCC Section 14-3.8(D)(2), the Commission is authorized to specify conditions of approval for a development plan that are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

21. The Commission finds that the conditions and technical corrections set out in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
22. The Applicant is willing and able to comply with the conditions and technical corrections set forth in the staff report and exhibits.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
2. The Commission has the authority to review and make a recommendation to the Governing Body to approve the preliminary development plan.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval by the Governing Body of the preliminary development plan subject to the conditions and technical corrections recommended by staff because all applicable code requirements and criteria for preliminary development plan approval have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the proposed preliminary development plan, subject to the conditions and technical corrections set forth in the Staff Report and exhibits.

_____ _____
Brian Gutierrez Date:
Chairperson

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ _____
Sally A. Paez Date:
Assistant City Attorney

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3808 – Aleksander Estates Preliminary Subdivision Plat
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots on approximately 8.38 acres (Property). The property is zoned R-1 (Residential – 1 dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road (Property).

In related Case #2021-3805, the Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre). Additionally, in related Case #2021-3806, the Applicant seeks a rezoning from R-1 (Residential – 1 dwelling unit per acre) to R-7 (Residential – 7 dwelling units per acre). Finally, in related case #2021-3807, the Applicant requests approval of a preliminary development plan for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. At the hearing, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
2. Santa Fe City Code (SFCC) Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC Section 14-3.1(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC Section 14-3.1(F)(2)(a)(v)]; and (c) compliance with notice and public hearing requirements [SFCC Section 14-3.1(H)-(I)].
3. A pre-application conference was held on December 10, 2020.
4. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
5. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
6. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
7. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

8. Staff recommended that the Commission should approve the preliminary subdivision plat, subject to certain conditions (the Conditions) and technical corrections set out in the Staff Report and exhibits.
9. Pursuant to SFCC Sections 14-2.3(C)(1) and 14-3.7(B)(3)(d), the Commission has the authority to review and approve or disapprove preliminary subdivision plats.
10. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3805, 2021-3806, and 2021-3807; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
11. SFCC Section 14-3.7(B) establishes certain procedures for preliminary subdivision plat approval including, without limitation, a public hearing by the Commission, review of the preliminary plat, and a decision based on the criteria set out in SFCC Section 14-3.7(C).
12. SFCC Section 14-3.7(B)(3)(b) requires the Applicant to submit a preliminary plat prepared by a professional land surveyor, together with improvement plans and other specified supplementary material that demonstrates conformance with the standards of SFCC Section 14-9 (Submittal Requirements).
13. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
14. SFCC Section 14-3.7(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before approving a preliminary subdivision.
15. Pursuant to SFCC Section 14-3.7(C)(1), the Commission finds that due regard has been shown for all natural features such as vegetation, water courses, historical sites and structures, and similar community assets. The site is vacant with little vegetation, and there are no historical or significant natural features or drainages on the site.
16. Pursuant to SFCC Section 14-3.7(C)(2), the Commission finds that the land is suitable for platting and development purposes of the kind proposed. The subject parcel does not lie within a flood zone. It is relatively flat with a gentle slope from north to south with a grade of less than 2%.
17. Pursuant to SFCC Section 14-3.7(C)(3), the Commission finds that the plat complies with the infrastructure design, improvement, and dedication standards set forth in SFCC Section 14-9.
18. Pursuant to SFCC Section 14-3.7(C)(4)-(5), the Commission finds that the plat does not create any nonconformities or increase any existing nonconformities, and no variances or exceptions are requested or needed.
19. The Applicant is willing and able to comply with the Conditions and technical corrections set forth in the staff report and exhibits.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Commission has the authority to review and approve the preliminary subdivision plat subject to conditions.

3. The Applicant met the applicable Submittal Requirements.
4. The preliminary subdivision plat should be approved, subject to the Conditions and technical corrections set forth in the Staff Report and exhibits because all applicable code requirements and criteria for preliminary subdivision plat approval have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission approves the preliminary subdivision plat for the Project, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The preliminary subdivision plat shall expire three years after issuance of this final action unless an extension is granted or a final subdivision plat is approved pursuant to SFCC Section 14-3.19(C).

_____ _____
Brian Gutierrez Date:
Chairperson

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ _____
Sally A. Paez Date:
Assistant City Attorney

City of Santa Fe, New Mexico

Planning Commission

Exhibit B

DRT Memos

1. Technical Review Memorandum, Dee Beingessner
2. Wastewater Division Memorandum, Stan Holland
3. Fire Prevention, Geronimo Griego
4. Landscape Memorandum, Lawrence Rivera
5. ADA - Site Review, Jason Kluck
6. Solid Waste, Eric Lucero

Development Review Team

Comment Form

Date: 7/20/21

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2021-3805 3806 3807 3808. Aleksander Estates Subdivision**

Case Mgr: Donna Wynant

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval :	Must be completed by:
1	Prior to Signature Sheet Process
2	

Technical Corrections*:	Must be completed by:
1 If parking will only be allowed in designated areas, no parking signs are needed along the roadway. Signs should be placed at both ends of no parking areas with an arrow and wording stating "No Parking Between Signs". For large distances between signs, signs with arrows pointing in both directions shall be used.	Prior to recordation
2 Place pond volumes on the construction plans	
3 Engineer to certify pond slopes if greater than 2:1.	
4 This development shall comply with the most current requirements of the American with Disabilities Act (ADA) for all infrastructure improvements. Place a note on the Plat to reflect this condition.	
5 Other comments will be provided on Plans at the time of the building permit and changes may be required during permitting process	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

RE: DRT comments on Villa Sendero and Alexander Estates Subdivision

HS

HOLLAND, TOWNSEND S.
Mon 7/26/2021 2:41 PM

To: WYNANT, DONNA J.

Sorry to get back late. No comment for Aleksander Subdivision

Development Review Team

Comment Form

Date: 07/14/2021

Staff person: Geronimo Griego

Dept/Div: Fire Prevention

Case: 2021-3895 3806 3807 3808 Aleksander Subdivision

Case Mgr: Dona Wynant

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval: by:	Must be completed
	Prior to planning commission.

Technical Corrections*:	Must be completed by:
1. Fire apparatus access shall have an unobstructed width of not less than 20 feet exclusive of shoulders and an unobstructed vertical clearance of not less than 13 feet 6 inches (IFC 2015 Section 503.2.1) 2. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) 3. Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. 4. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1) 5. 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6. 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 6. Shall have water supply that meets fire flow requirements as per IFC (Appendix B)	At the time of any new construction or remodel.

7. Shall comply with Section D102.1 Access and Loading (75,000 lbs). 8. Shall meet the 150 feet driveway requirements must be met as per IFC, or an emergency turn-around that meets the IFC requirements shall be provided. (Appendix D Table D103.4) 9. Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade. 10. Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates. 11. Shall comply with Section D106 Multiple-Family Residential Developments. 12. 107.1 One- or two-family dwelling residential developments. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads. (remotely) 13. Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.	

*Must made prior to recording and/or permit issuance

Development Review Team

Comment Form

Date: 7/13/2021

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan

Case Manager: Donna Wynant, AICP, djwynant@santafenm.gov, 955-6325

Review by this division/department of the Preliminary Development plan set has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:

Technical Corrections*:	Must be completed by:
14-8.4(E)(4)(H) irrigation systems shall be zoned by levels of water use. For the most efficient water use, plant with similar water use requirements shall be grouped together. Separate zones are required for permanent and temporary irrigation lines.	Prior to permit review
2. 14-8.4(F)(2)(a) all required deciduous trees shall be two (2) inch caliper minimum; 14-8.4 (F)(2)(c) All required evergreen trees shall be a minimum of six (6) feet in height.	Prior to permit review
3. 14-8.4(F)(2)(b) all required shrubs shall be five gallon minimum except as noted on the City of Santa Fe Recommended Plant List;	Prior to permit review
4. Reduce Pinon Pine count by three and add three Austrian Pine.	Prior to permit review
5. A security fence around ponds three feet and deeper with a maintenance gate is required.	Prior to permit review
6. Note on plan: "All disturbed areas shall be restored per COSF Code 14-8.2(D)(5)".	Prior to permit review
7. Provide additional plantings at the north side entrance to create a beautiful focal point upon entering the subdivision.	Prior to permit review
8. Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.	Prior to permit review
Staff reserves the right to require additional submittals upon receiving revisions.	

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply to future phases of development of this project:

1. [list any additional items]

Explanation of Conditions or Corrections (if needed):

Development Review Team Comment Form

Date: 7/04/2021

Staff person: Jason M. Kluck

Dept/Div: Land Use – ADA Site Review

Case: **Case #2021-3807 Alexander Estates, Preliminary Development Plan**

Kate's Way

Case Mgr: Donna Wynant

Review by this division/department has determined that this application will meet applicable standards if the following are met:

Conditions of Approval:	Must be completed by:
Approval Comments: Provide Design Professional Seal and signature with date signed on all drawing sheets. Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608). Sidewalks within the subdivision shall provide for a continuous accessible path of travel route(s). (Provide signage at closest intersection with accessible connection indicating "Accessible Route Ends Ahead" or "No Accessible Route" and provide detour at any temporary or permanent inaccessible routes.) Walking surfaces along the accessible path of travel route(s) shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Walking surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes. Accessible street crossing locations provided shall be compliant with NMDOT Pedestrian Access Route Details (Serial 608) and shall be approved by the City's Traffic Engineering Division prior to permit application. Please include documentation of this approval with the building permit submittal. Driveway and intersection crossings shall not exceed 2% cross slope, shall	Prior to Recording

have a level maneuvering space, shall have 1/4" max. vertical deflections, and 10% max. flare slope. Curb ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks. Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8. Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5) Off-Street parking a striped or metered on-street parking shall comply with: 2015 NM Accessible Parking Checklist 2010 ADA Standards - 208.2.3 Residential Facilities. Parking spaces provided to serve residential facilities shall comply with 208.2.3. 208.2.3.3 Parking for Guests, Employees, and Other Non-Residents. Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with Table 208.2. Provision for ADA parking, signage and sidewalk access at striped and/or metered on-street parking spaces is recommended and may be required for public infrastructure. See State Proposed PROWAG On-Street parking scoping requirements for details.	

Technical Corrections*:	Must be completed by:
N/A	Prior to recording

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply:

General ADA Site Compliance Requirements for all phases of development of this project, as applicable

On-Site ADA Site Compliance Requirements as applicable:

IEBC Section 705, Accessibility: Businesses must comply with the provisions of the ADA Standards to the "maximum extent feasible" with a building alteration. The costs for the added ADA work is considered disproportionate if it is over 20% of the costs of the project. Improvements should be prioritized up to the 20% limit: entrance; route to the primary function area; at least one unisex ADA restroom or one restroom for each sex serving the area; drinking fountains serving the area; other.

Accessible path(s) of travel route shall be provided from the Public Right-of-Way and accessible parking aisle(s) to accessible building entrance(s) and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Ensure accessible route(s) from the Public Right-of-Way and accessible parking space aisle(s) to building entrance(s) are provided and maintained. Provide detectable warning surfaces at curb ramps and transitions to driveway crossings along the accessible paths of travel as applicable.

IBC 1104.1 Site arrival points: At least one (firm, stable, slip resistant) accessible route within the site shall be provided from: public transportation stops, accessible parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance served.

Accessibility feature design within the Site shall comply with NMDOT Pedestrian Access Route Details (Serial 608) or demonstrate compliance with applicable ADA regulations by other means as provided in the permitted Construction Documents.

All walk surfaces along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

All walk surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.

Ramps within the site shall have 1:12 (8.33%) running slope and 1:48 (2%) cross slope max. With a max. rise of 30" and with 5' clear length landings where straight. Changes in direction shall comply with 304.3. Landing typical slope is 1.5% and shall not exceed 2% running and cross slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

Accessible parking spaces and access aisles shall not exceed 2% slope in any direction. 1%-1.5% is the preferred target slope.

ADA parking signage shall comply with the 2015 New Mexico Accessible Parking Checklist. Accessible Signage Detail - Signage with required language per the NM Accessible Parking Checklist is required at ALL ADA Parking spaces. Parking signage height shall be 84" above the floor of the parking space, measured to the bottom of the R7-8 sign in the Public right-of-way, accessible path of travel, pedestrian way or path of the means of egress. Locate Van Accessible Parking signs immediately below the reserved parking sign at wall mounted or other locations not in the pedestrian way. At Van Accessible signs located in the pedestrian way, the R7-8A Van Accessible sign shall be mounted at 84" to bottom of the sign. Wall mounted signs and signs not mounted in the public way shall be 60" (84" is preferred) minimum above the floor of the parking space, measured to the bottom of the sign.

ADA parking space and aisle striping shall comply with the 2015 NM Accessible Parking Checklist, Section 9 (NMBC-1111 Section 1.4 through 1.4.3). The ADA parking space access aisle shall be clearly marked by diagonal pavement striping. "NO PARKING" lettering shall be stenciled in 1 foot high min. and 2 inches wide min. strokes, and located at the drive end of the striped access aisle. The International Symbol of Accessibility (ISA) shall be stenciled at all parking spaces, centered on the space and aligned with the drive end of the parking space striping. All pavement striping and markings shall be stenciled with pavement paint; blue on concrete paving or white on asphalt paving.

Ensure ADA Accessible parking spaces are located in close physical proximity to any adjacent accessible entrances or accessible housing units (60% of all entrances shall be accessible on new construction), with the shortest path of travel available from the parking area to the unit(s) and accessible entrances. Ensure accessible routes from Accessible parking space aisle(s) to building entrance are provided/maintained. Wheel stops are encouraged at all ADA accessible parking spaces to help ensure required clearance along the accessible path of travel is maintained.

Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5)
Bicycle parking spaces shall comply with the requirements set forth in SFCC Chapter 14, (Subsection 14-8.6(E) along with Appendix Exhibit D, bicycle rack standards and dimensions for size, clearance and location.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

Off-Site ADA Site Compliance Requirements as applicable:

Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608).

Driveway and intersection crossings shall not exceed 2% cross slope, shall have a level maneuvering space, shall have 1/4" max. vertical deflections, and 10% max. flare slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

All walk surface along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

Sidewalks and Walkways along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

LUCERO, ERIC J.
Tue 7/13/2021 8:42 AM

WYNANT, DONNA J.

Good morning Donna,

In regards to cases:

Case #2021-3804. Villa Sendero Development Plan Amendment for Phase II. Dekker/Perich/Sabatini - Will Gleason, Agent, for Villa Sendero, LLC, CSM Properties, LTD, Owner, requests approval of a Development Plan Amendment. The Applicant requests approval of Phase II of the project to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Amendment to Phase II also includes a fitness building, to replace an apartment building in Phase I, resulting in a net gain of 6 units to the Villa Sendero project to 258 units and minor changes to a drive aisle and multi-use trail. The property is approximately 11.4 acres, zoned C-2 (General Commercial) and is located at 5132 Beckner Road.

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) to (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road.

Case #2021-3806. Aleksander Estates Subdivision Rezoning. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests approval of rezoning from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road.

Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan. Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests preliminary development Plan approval of a preliminary subdivision for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 (Residential and is located on the east side of Kates Way, north of South Meadows Road.

Case #2021-3808. Aleksander Estates Preliminary Subdivision Plat. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests preliminary subdivision plat approval for 59 single-family residential lots on approximately 8.38 acres of vacant land. The property is zoned R-1 (Residential- one dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road.

I have no comments at this time.

Thanks,

Eric J Lucero

Operations Manager
City of Santa Fe
Environmental Services Division

City of Santa Fe, New Mexico

Planning Commission

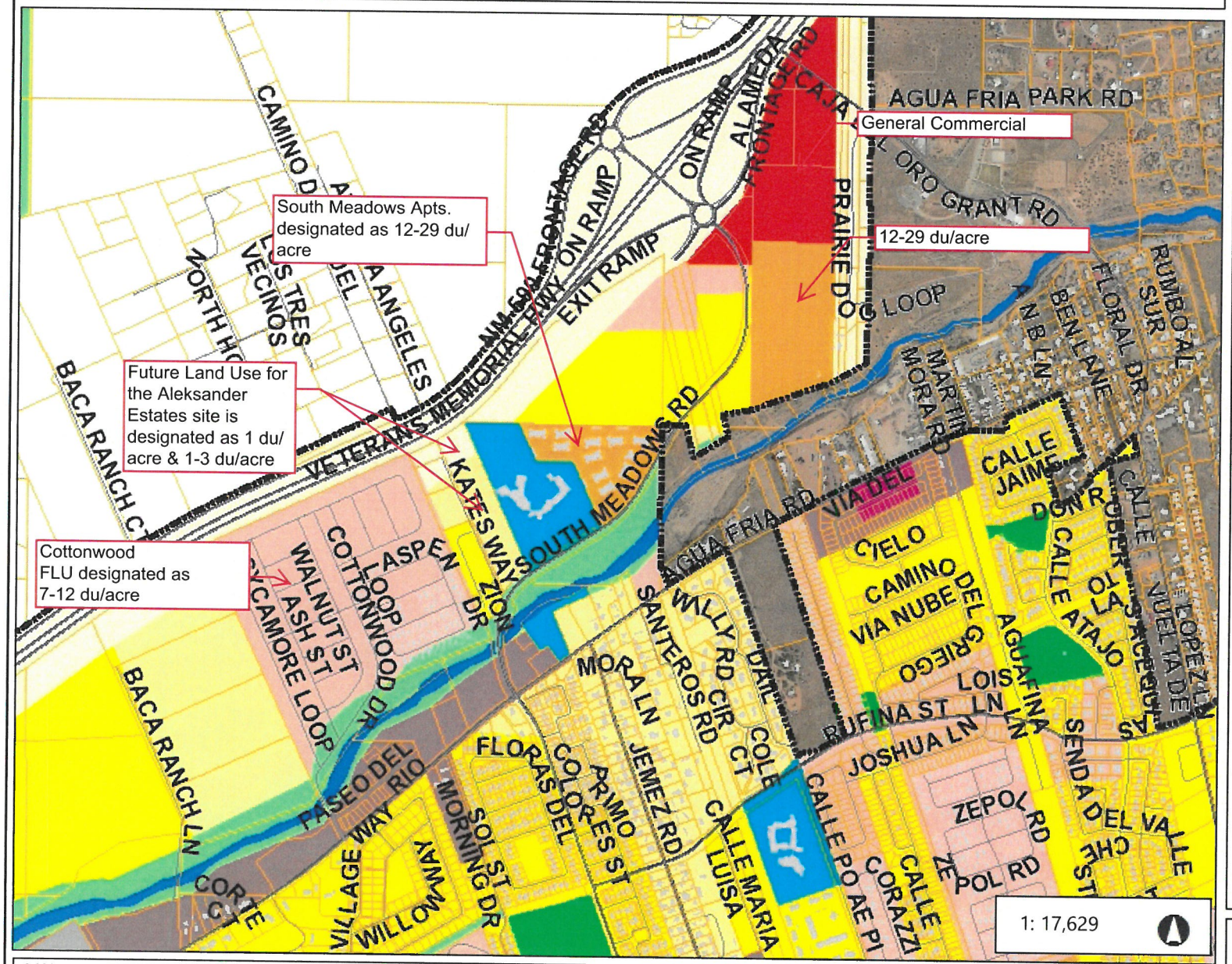
Exhibit C

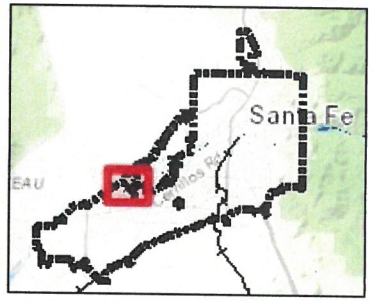
Maps and Photos

1. Future Land Use Map Aerial Photo
2. Current Zoning Map
3. Aerial Map
4. Google Earth and Street Views

Santa Fe
Mapping the City Different

Future Land Use Map





Legend

- City Limits
- Address Points
- Building Footprint
- Roads
- Major Roads
- Santa Fe County Parcels
- Santa Fe River
- Rail Road

Future Land Use

- 1 dwelling per acre
- 1-3 dwellings per acre
- 3-7 dwellings per acre
- 7-9 dwellings per acre
- 7-12 dwellings per acre
- 12-29 dwellings per acre
- Regional Commercial
- Community Commercial
- Neighborhood Center
- Transitional Mixed Use
- Business Park
- Office
- Industrial
- Public/Institutional
- Open Space
- Parks

Notes

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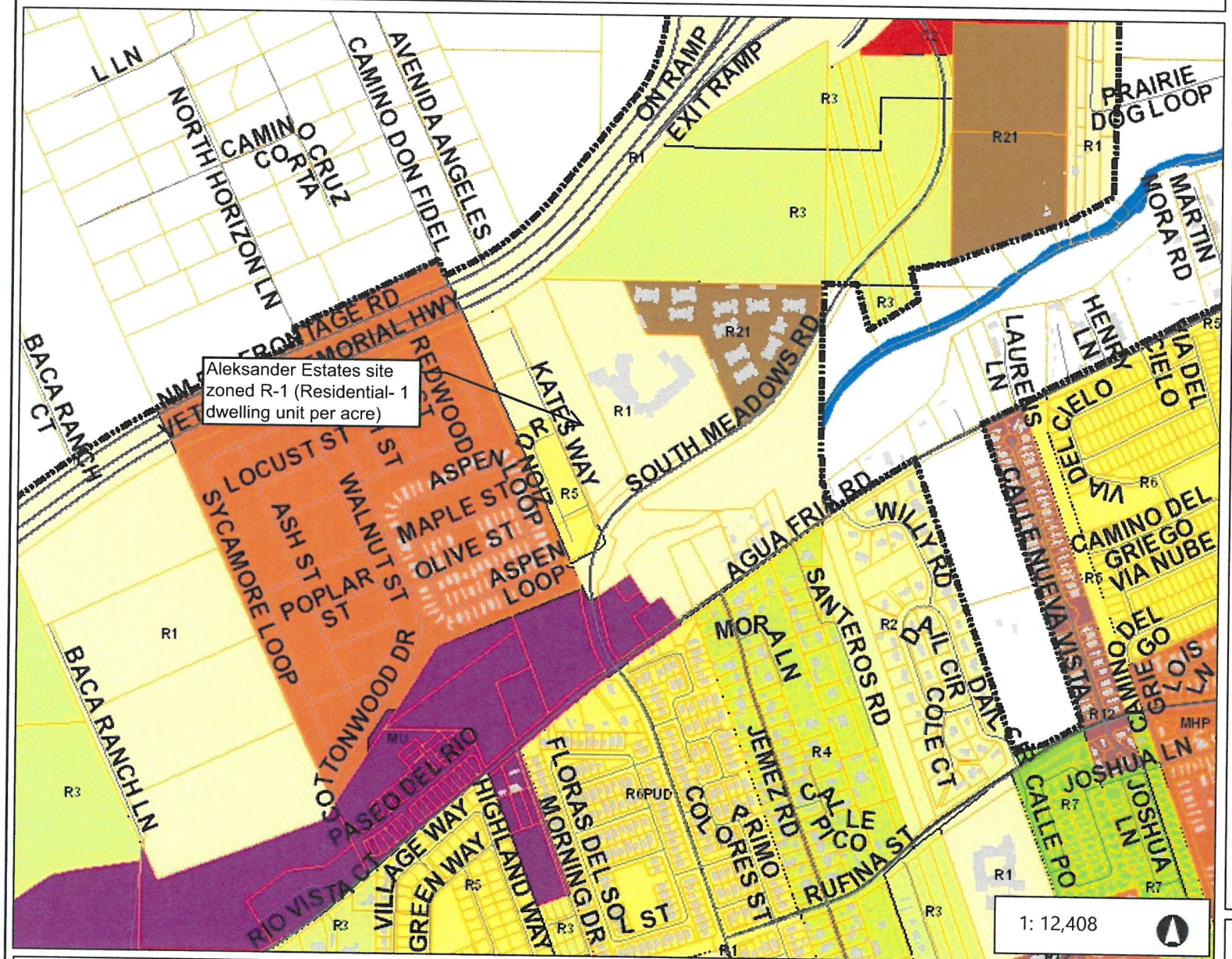
2,938.2 0 1,469.10 2,938.2 Feet

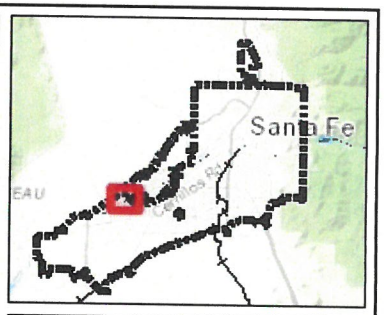
WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

City of Santa Fe
Mapping the City Different

Zoning Map





Legend

- City Limits
- Address Points
- Building Footprint
- Roads
- Major Roads
- Santa Fe County Parcels
- Zoning
  - RR Rural Residential
  - R1, (PUD) Single- Family 1du/ac.
  - R2, (DT), (PUD),(AC) Single - Fami
  - R3, (PUD) Single - Family 3du/ac
  - R4 Single - Family 4du/ac
  - R5, (DT), (PUD), (AC), R6, (PUD) S
  - R7, (I), (PUD), R8 Single - Family 7
  - RC5, RC5AC Compound 5du/ac
  - RC8, RC8AC Compound 8du/ac
  - R10, (PUD) Multiple - Family 10du/
  - R12, (PUD) Multiple - Family 12du/
  - R21, (PUD) Multiple - Family 21du/
  - R29, (PUD),(AC) Multiple - Family 2
  - RAC Residential Arts & Crafts
  - MHP Mobile Home Park
  - C1, (PUD) Office and Related Com
  - C2, (PUD) General Commercial
  - C4 Limited Office and Retail
  - HZ Hospital Zone

2,068.0 0 1,033.99 2,068.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

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Notes

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City of Santa Fe
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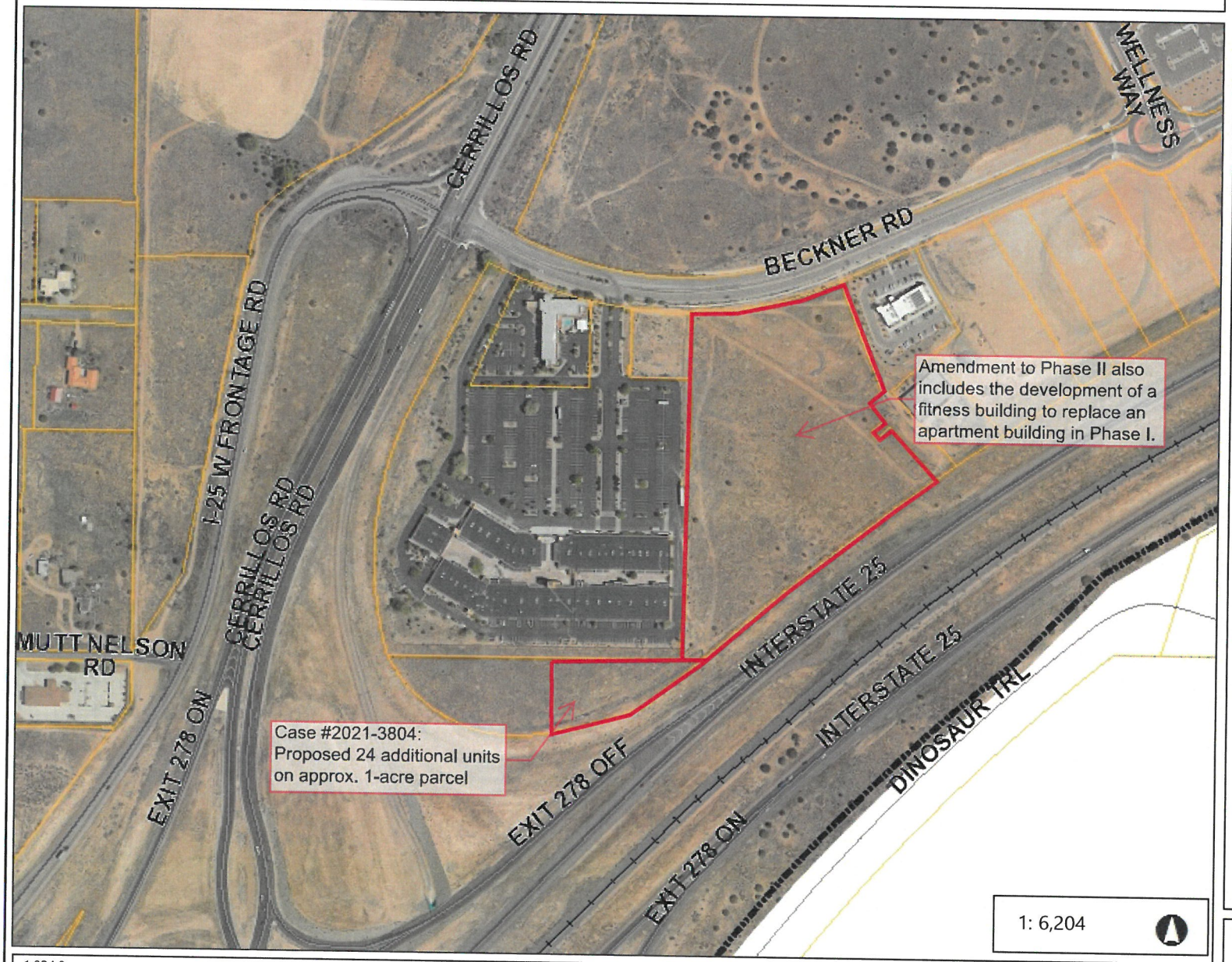
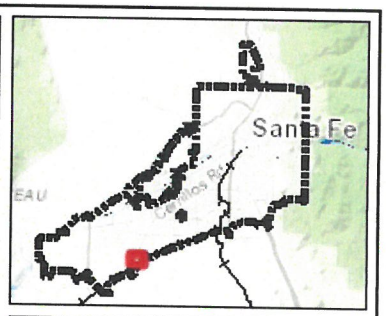
Aerial Map





Legend

- City Limits
- Address Points
- Roads
- Major Roads
- Santa Fe County Parcels
- Santa Fe River
- Rail Road

1: 6,204

1,034.0 0 516.99 1,034.0 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

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NM 599
El Camino Real Academy
Aleksander Estates site
Kate's Way
South Meadows Road
Google Earth

View of Aleksander Estates Subdivision site from South Meadow Road – looking towards Kate's Way (Google Street View)



City of Santa Fe, New Mexico

Planning Commission

Exhibit D

Early Neighborhood Notification Materials

1. **ENN Guidelines**
2. **Meeting Notes**
3. **School Notification**

City of Santa Fe
Land Use Department
Early Neighborhood Notification Meeting Notes

Project Name	Aleksander Estates Subdivision
Project Location	NE corner of South Meadows and Kate's Way
Project Description	Applicant requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) to (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road.
Applicant / Owner	Next Generation Contracting, Inc.
Agent	Montoya Land Use Consulting
Pre-App Meeting Date	December 10, 2020
ENN Meeting Date	April 27, 2021
ENN Meeting Location	Zoom virtual meeting
Application Type	GPA, Rezoning, Prelim Dev Plan & Prelim Sub Plat
Land Use Staff	Donna Wynant
Other Staff	N/A
Attendance	Applicant's development team, ,one city staff person & no members of the public

Notes/Comments:
The applicant started the meeting at 5:30 and, with no members of the public in attendance, gave the presentation to the team and city staff. Meeting adjourned at 6:00 pm.

ENN GUIDELINES

Applicant Information

Project Name: **ALEXANDER ESTATES SUBDIVISION**

Name: Montoya Monica (Last) — On Behalf of Next Generation Contracting Inc. (First) — (M.I.)

Address: 726 Gregory Lane (Street Address) — (Suite/Unit #)

Santa Fe (City) — NM (State) — 87505 (ZIP Code)

Phone: (505) 412-1016 E-mail Address: Monica@mntya.com

Please address each of the criteria below. Each criterion is based on the Early Neighborhood Notification (ENN) guidelines for meetings, and can be found in Section 14-3.1(F)(5) SFCC 2001, as amended, of the Santa Fe City Code. A short narrative should address each criterion (if applicable) in order to facilitate discussion of the project at the ENN meeting. These guidelines should be submitted with the application for an ENN meeting to enable staff enough time to distribute to the interested parties. For additional detail about the criteria, consult the Land Development Code.

(a) EFFECT ON CHARACTER AND APPEARANCE OF THE SURROUNDING NEIGHBORHOODS ***For example: number of stories, average setbacks, mass and scale, landscaping, lighting, access to public places, open spaces and trails.***

The proposed subdivision complies with single family residential subdivision standards of the Santa Fe City Code. Each residence within the subdivision will be constructed to comply with minimum requirements for height, setback, mass and scale, landscaping, and lighting according to the R7 district standards. All site sighting will be designed in accordance with City ordinances.

(b) EFFECT ON PROTECTION OF THE PHYSICAL ENVIRONMENT ***For example: trees, open space, rivers, arroyos, floodplains, rock outcroppings, escarpments, trash generation, fire risk, hazardous materials, easements, etc.***

The project is not in the flood zone according to City data. The site design will follow the natural terrain which is relatively flat with a mild slope from north to south. There are no areas with 30% slopes. All trash generated by the project will be recycled in accordance with City ordinances. The project is subject to the City's terrain management, landscape, open space and storm water management ordinances.

(c) IMPACTS ON ANY PREHISTORIC, HISTORIC, ARCHAEOLOGICAL OR CULTURAL SITES OR STRUCTURES, INCLUDING ACEQUIAS AND THE HISTORIC DOWNTOWN ***For example: the project's compatibility with historic or cultural sites located on the property where the project is proposed.***

The project is not within a designated historic district. According to City data, much of the area south of NM 599 along South Meadows Road and West Alameda is part of the Suburban Archeological Review District. The project will be subject to City archeological ordinances.

(d) RELATIONSHIP TO EXISTING DENSITY AND LAND USE WITHIN THE SURROUNDING AREA AND WITH LAND USES AND DENSITIES PROPOSED BY THE CITY GENERAL PLAN ***For example: how are existing City Code requirements for annexation and rezoning, the Historic Districts, and the General Plan and other policies being met.***

High densities ranging from MHP to R21 exist in the area to the west and east. The El Camino Real Academy shares a common boundary on the east. R5 and R1 are on the west. We propose that densities in the area set a precedent for medium to high densities.

(e) EFFECTS ON PARKING, TRAFFIC PATTERNS, CONGESTION, PEDESTRIAN SAFETY, IMPACTS OF THE PROJECT ON THE FLOW OF PEDESTRIAN OR VEHICULAR TRAFFIC AND PROVISION OF ACCESS FOR THE DISABLED, CHILDREN, LOW-INCOME AND ELDERLY TO SERVICES ***For example: increased access to public transportation, alternate transportation modes, traffic mitigation, cumulative traffic impacts, pedestrian access to destinations and new or improved pedestrian trails.***

Vehicular, pedestrian and bicycle systems are all available means of transportation to promote an ease of flow both within the site and to adjacent public streets and planned systems. The City has requested a traffic study to analyze the traffic impacts and determine any road improvements to flows and patterns.

(f) IMPACT ON THE ECONOMIC BASE OF SANTA FE ***For example: availability of jobs to Santa Fe residents; market impacts on local businesses; and how the project supports economic development efforts to improve living standards of neighborhoods and their businesses.***

The project will contribute significantly to the economic base of Santa Fe at all stages of existence. Initial impacts will benefit businesses in the areas of design and construction including engineering design, infrastructure construction, building and site construction, landscaping design and construction to name a few. Direct impacts to the City include development fees, permit fees, inspections fees, and impact fees to improve streets, parks, police and fire programs. Additional impacts include gross receipts taxes and property taxes. The project will add to the city housing supply. Residents will shop in local stores and patronize local businesses.

(g) EFFECT ON THE AVAILABILITY OF AFFORDABLE HOUSING AND AVAILABILITY OF HOUSING CHOICES FOR ALL SANTA FE RESIDENTS ***For example: creation, retention, or improvement of affordable housing; how the project contributes to serving different ages, incomes, and family sizes; the creation or retention of affordable business space.***

The project will supplement the availability of needed housing for Santa Fe and include 15% of the units to the Santa Fe Affordable Housing supply.

(h) EFFECT UPON PUBLIC SERVICES SUCH AS FIRE, POLICE PROTECTION, SCHOOL SERVICES AND OTHER PUBLIC SERVICES OR INFRASTRUCTURE ELEMENTS SUCH AS WATER, POWER, SEWER, COMMUNICATIONS, BUS SYSTEMS, COMMUTER OR OTHER SERVICES OR FACILITIES ***For example: whether or how the project maximizes the efficient use or improvement of existing infrastructure; and whether the project will contribute to the improvement of existing public infrastructure and services.***

The project is in the Santa Fe city limits and under the jurisdiction of City police and fire protection. As part of the development cost, an impact fee will be paid to the City to supplement the cost of services. The Santa Fe Public Schools district will serve residents for elementary, middle and high school. City utilities are proposed including water, sewer, gas, electricity, internet, and television.

(i) IMPACTS UPON WATER SUPPLY, AVAILABILITY AND CONSERVATION METHODS ***For example: conservation and mitigation measures; efficient use of distribution lines and resources; effect of construction or use of the project on water quality and supplies.***

City water service is available for use by the project. The project design will comply with City water conservation ordinances and use appropriate fixtures in the residences.

(j) EFFECT ON THE OPPORTUNITIES FOR COMMUNITY INTEGRATION AND SOCIAL BALANCE THROUGH MIXED LAND USE, PEDESTRIAN ORIENTED DESIGN, AND LINKAGES AMONG NEIGHBORHOODS AND RECREATIONAL ACTIVITY AND EMPLOYMENT CENTERS ***For example: how the project improves opportunities for community integration and balance through mixed land uses, neighborhood centers and/or pedestrian-oriented design.***

The project is within close proximity to many amenities which positively impact a balanced neighborhood. The site design intends to integrate the proposed residential community with surrounding land uses by creating opportunities for pedestrian linkages to the area.

(k) EFFECT ON SANTA FE'S URBAN FORM ***For example: how are policies of the existing City General Plan being met? Does the project promote a compact urban form through appropriate infill development? Discuss the project's effect on intra-city travel and between employment and residential centers.***

The project promotes a compact urban form as a medium density residential use within close proximity to supportive land uses and amenities either existing or in the planning stages.

MONTOYA LAND USE CONSULTING, INC.

November 2, 2020

Dr. Veronica Garcia
Superintendent, Santa Fe Public Schools
610 Alta Vista Street
Santa Fe NM 87505

SUBJECT: Planning for School Facilities and Operations to Support Proposed Residential Subdivision

Dear Dr. Garcia,

This letter is respectfully submitted to satisfy the City of Santa Fe Land Development Code which requires notice to the Santa Fe Public Schools Administration of proposed residential development with six or more dwelling units in order to assist in planning for adequate school facilities and operations.

The City will consider an application by my client, Next Generation Contracting, Inc., for a single family residential subdivision with 60 dwelling units located on Kates Way off South Meadows Road and adjacent to the El Camino Real Academy. A vicinity map of the proposed development is attached for your convenience.

According to the SFPS district map provided by the website, (*https://www.sfps.info/),* the responding schools for elementary, mid-high and high school are El Camino Real Academy and Capital High School. We will provide this information to the City as part of the development application.

Please contact me with any questions pertaining to the development application, or added information that I may provide to assist the schools in the planning process. I am available to meet at your convenience.

Sincerely,

Monica Montoya

Monica Montoya
Montoya Land Use Consulting, Inc.

Attach: Project Vicinity Map
Santa Fe Public Schools Form

726 Gregory Lane, Santa Fe, NM 87505 PH: (505)412-1016 Email: Monica@mntya.com

J1

Santa Fe Public Schools

Property & Asset Management
Residential Development Impact Information Form
School Notification as required by City Ordinance 14-8.18 AFCC 1987

1. Project Name: ALEKSANDER ESTATES SUBDIVISION
2. Location of Property: KATES WAY
3. Owner/Agent Name: NEXT GENERATION CONTRACTING, INC.
   Mailing Address: PO BOX 28700, SANTA FE NM 87592
   Phone & Fax: (505)412-1016 Monica@mntya.com
4. Unit Matrix

PROJECT EFFECT ON STUDENT POPULATION		
Unit Type	Unit Quantity	Average Price
Single Family (detached) Single Family (attached) Townhome/ Apartment Multi-Family Commercial	60	

5. Elementary School Zone for Proposed Development: EL CAMINO REAL ACADEMY
6. Middle School Zone for Proposed Development: EL CAMINO REAL ACADEMY
7. High School Zone for Proposed Development: CAPITAL HIGH SCHOOL
8. Build out Rates (Year/s; #/yr): 2022
   Estimated time frame subject to change

Educational Services Center
610 Alta Vista
Santa Fe, NM 87505
Telephone (505) 467-2000
www.sfps.info

For questions & submittal, contact:
Santa Fe Public Schools, Property & Asset Management,
2195 Zia Road, Santa Fe NM 87505
505 467 3400

J2

> Monica,
>
> I am under contract with Santa Fe Public Schools to monitor building
> activity within the district. I understand that you are assisting the
> owner of Aleksander Estates. Would you please tell me the approximate
> size and proposed cost of the homes being planned? I use this
> information to project how many students would move into those new houses.
>
> Thank you,
> Dolores
>
>
> ----
> Dolores Anderson
> Director, Computer and Administrative Services Architectural Research
> Consultants, Incorporated
> 220 Gold Av SW, Albuquerque, NM 87102
> (505) 842-1254
> danderson@arcplanning.com
>
>
>
>

Dolores Anderson
Director, Computer and Administrative Services Architectural Research Consultants, Incorporated
220 Gold Av SW, Albuquerque, NM 87102
(505) 842-1254
danderson@arcplanning.com

J3

monica@mntya.com

From: Dolores Anderson <danderson@arcplanning.com>
Sent: Monday, November 16, 2020 10:08 AM
To: Monica Montoya
Cc: Gabe Romero
Subject: Re: SFPS Aleksander Estates

Thank you. I will assume that the new homes will be similar to other homes already in the area south of Agua Fria.

> On Nov 16, 2020, at 9:46 AM, Monica Montoya <monica@mntya.com> wrote:
>
> Good Morning Dolores,
>
> I am happy to provide any information I have. We are proposing sixty
> single family homes on 8.4 acres. Fifteen percent will be dedicated
> to the City's affordable homes program. The prices for these are
> based on the median income structures as calculated by the City. The rest will be market rate.
>
> Does this help?
>
> Monica
>
> Monica Montoya
> Montoya Land Use Consulting, Inc.
> 726 Gregory Lane
> Santa Fe, NM 87505
> PH: (505)412-1016
> Email: Monica@mntya.com
>
>
>
> -----Original Message-----
> From: Dolores Anderson [mailto:danderson@arcplanning.com]
> Sent: Friday, November 13, 2020 2:57 PM
> To: Monica@mntya.com
> Cc: Gabe Romero <gromero@sfps.k12.nm.us>
> Subject: SFPS Aleksander Estates
>

J4

City of Santa Fe, New Mexico

Planning Commission

Exhibit E

Applicant Submittals

1. **Application Report**
2. **Applicant's full plan set**
3. **Traffic Impact Analysis**

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PLANNING COMMISSION MINUTES
AUGUST 5, 2021

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MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, August 5, 2021 - 6:00 pm
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Planning Commission was called to order by Chair Gutierrez on the above date at approximately 6:00 p.m. at a virtual meeting.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner Brian Patrick Gutierrez, Chair
Commissioner Janet Clow, Secretary
Commissioner Pilar Faulkner (left at 7:43 pm)
Commissioner Jessica Lawrence
Commissioner Lee Garcia
Commissioner Dominic Sategna

Members Absent
Commissioner Mark Hogan, Vice Chair (excused)
Two vacancies

Others Present:
Mr. Jason Kluck, Interim Land Use Director
Mr. Noah Berke, Planning Manager
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa D. Byers, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Land Use Department.

B. PLEDGE OF ALLEGIANCE

Commissioner Faulkner led the pledge of allegiance.

C. APPROVAL OF AGENDA

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the agenda, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

D. APPROVAL OF MINUTES

1. July 1, 2021

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow to approve the minutes of July 1, 2021, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

E. APPROVAL OF FINDINGS/CONCLUSIONS

None

F. OLD BUSINESS

None

G. NEW BUSINESS

1. **Policy Subcommittee recommendations for Cannabis Legislation.**

Commissioner Faulkner thanked staff and fellow Subcommittee members for their work. She believes they have something workable. The full report is attached as Exhibit "1".

REPORT

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local

regulatory authority. The Policy Subcommittee requested input from the full Planning Commission on their recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body before adoption.

RECOMMENDATIONS

Mr. Berke referred to his memo of the State's outline of what the City and the Commission could and could not do.

He reviewed the Policy Subcommittee recommendations:

- The adoption of a minimum distance between commercial retail establishments, as measured from the property lines of a parcel, to avoid the potential negative consequences that might result from concentrating retail establishments. They recommend a uniform minimum distance across the city to promote equitable requirements in all areas of town and for ease of enforcement.

- Limiting commercial retail establishments to operating hours of 7 AM – 12 AM (midnight). This would be consistent with what Santa Fe County has adopted.

- Cannabis establishments should be located no closer than 300 feet from a school or daycare center. The Policy Subcommittee does not recommend a minimum distance from religious institutions or residentially zoned districts. The Policy Subcommittee notes that existing provisions in Chapter 14 require up to an 8 foot wall and a 15 foot landscape buffer between commercial uses and residentially zoned districts, which appear sufficient to address potential residential concerns about noise and odor. To further protect residential neighborhoods, the Policy Subcommittee also recommends prohibiting home occupations that involve commercial cannabis activities, which would be consistent with what Santa Fe County has adopted.

- A Special Use Permit should be required for all outdoor commercial growing operations; all large growing operations (22,000 sq. ft. of canopy or more); and all growing operations in C-2 and BIP districts.

- The City should adopt regulations to allow recreational cannabis consumption areas, but not as part of the initial legislation currently under way. The Policy Subcommittee recommends that consumption areas should be prohibited until the City has had an opportunity to conduct further study and obtain additional input from the community and stakeholders.

- Various types of cannabis establishments should be added to the Table of Permitted Uses.

- Regarding safety and security, House Bill 2 requires the Cannabis Control Division of the New Mexico Regulation and Licensing Department to adopt regulations to address security requirements, and comprehensive draft regulations have been published for comment. The Policy Subcommittee intends to review the regulations when they have been promulgated and made available to the public to ensure they are appropriate for the City of Santa Fe. The Policy Subcommittee intends to propose additional legislation if any gaps are identified.

- Regarding odor and ventilation, the Policy Subcommittee notes that existing building and fire codes and the City's nuisance ordinance likely address most of the concerns about preventing nuisance odors and ensuring safe, well-ventilated operations. The Policy Subcommittee recommends adding some general language to Chapter 14 to further address these issues, based on provisions that have been adopted by the City of Albuquerque and the County of Santa Fe.

- The Policy Subcommittee recommends that the City continue to issue media releases to alert the public to additional opportunities to provide input at upcoming Planning Commission and Governing Body meetings. Additional public input will also be sought for the regulations for cannabis consumption areas.

- The definitions in Chapter 14 should be consistent with State and County definitions, as customized to describe various types of land uses.

PUBLIC HEARING

There were no public comments.

COMMISSION DISCUSSION

Chair Gutierrez thanked the Subcommittee for their hard work.

Commissioner Garcia asked about the timeframe for the sale of cannabis. He asked if, like alcohol sales, sales on Sundays had to be after 12 p.m.

Commissioner Faulkner explained the State recently changed the alcohol sales laws. The Subcommittee followed some of the alcohol sales laws, but Sundays was not discussed.

Attorney Paez confirmed the State changed law concerning alcohol sales on Sundays.

Commissioner Garcia asked how the dispensing of recreational marijuana works within the guidelines to dispense medical marijuana.

Attorney Paez said medical retail is treated as pharmacies and apothecaries. They have a broader permit area use than recreational cannabis sales.

Commissioner Faulkner said she had one concern after talking with the State Licensing and Regulations Division superintendent. He told her all medical facilities licenses come due by the 31st of August. They can open a commercial facility and with their new license split their commercial and medical consumption. She thought until the State addresses the regulations around consumption and retail, they will not be able to do a lot.

Attorney Paez agreed. Under State law the City needs to grandfather them and anyone newly entering the commercial or retail that wants to do both medical and recreational, will have to comply with the new retail use being established.

Commissioner Garcia asked how a current grandfathered location outside the parameters of the recommendations would be handled if it becomes noncompliant.

Attorney Paez explained a facility that is currently licensed would be a legal nonconforming use and is allowed to continue but could not expand. They cannot be made to relocate either.

Commissioner Faulkner said the State is not clear if a medical facility that only does consumption, can expand into retail, production and/or manufacturing. Their current license allows them to expand outside that location per the State license. She didn't think there was a lot the City could do because they are grandfathered in. She said we cannot prohibit them from doing business.

Director Kluck suggested the illustrations of the buffer zones, etc. be shown.

Chair Gutierrez asked if there are existing facilities within 300 feet of anything recommended to be prohibited.

Mr. Berke said he wasn't sure, but if so, they will be grandfathered. He noted the map with the zones and explain the focus is to show distances between property lines and density to determine the limitations for the City.

Chair Gutierrez asked if the 300 feet recommendation went forward would that limit the areas in red.

Attorney Paez said yes. They want to determine whether to have minimum distances between establishments and if so, what the distance should be. The red area shows within 300 feet.

Commissioner Garcia said he could see the majority of where the medical are within the same location. His other concern is that new businesses will target the areas where the current medical facilities are that have more traffic and easy access

Chair Gutierrez asked if the buffer zone could propose keeping the existing medical facilities 300 feet away.

Attorney Paez said the current recommendations do not include that. The existing medical facilities will likely serve both and expand into commercial. Depending on the buffer zone established around the existing retail establishments, which could preclude new ones coming in.

Chair Gutierrez suggested they look at including the existing to avoid overlap.

Mr. Berke referred to the downtown location on the map. He noted requests are pending for retail establishments. He said it is important to understand the recommendation determined as a distance should not monopolize a retail area and should provide a market for economic development. The Commission should consider each of the distances downtown; the number of properties, addresses that would be affected and disqualified at each distance.

Commissioner Clow said there was concern where new businesses would open, especially downtown, and makes sense to have a buffer. Albuquerque has 600 feet between businesses, and a one-year moratorium on retail businesses in Old Town. They were concerned the character and current economics would change in Old Town. The County did 200 feet instead of 600, because they don't have as much commercial space. It makes sense to have limits and why the subcommittee recommended a range between 300 and 600 feet and to get public and City Council input.

Chair Gutierrez asked if the Commissioners had discussed a moratorium in the Plaza area.

Commissioner Clow said she mentioned that, but others in the subcommittee didn't like that idea. After listening to the other members, she was convinced if they buffer the density they could reach the goal and not change the character of downtown.

Commissioner Faulkner added that the members felt strongly the challenge is to balance the density buffers in all districts. They want to avoid making the buffer downtown so large that it pushes cannabis into the rest of the city. It should be uniform throughout and in alignment with the State. The State legislation intent is to avoid clustering cannabis in the cities and to be uniformly spread out. If the Policy Committee recommendations are followed, the buffer determined for downtown, will be the same throughout the city.

Chair Gutierrez asked Commissioner Faulkner to bring up the discussion in the

subcommittee about a buffer zone for already established medical facilities.

Commissioner Sategna said the map demonstrates that Santa Fe is unique, and it doesn't have a lot of places where new retail can be, like Albuquerque. Also, Santa Fe not only has density downtown that is distinct, but the denseness of the buildings within that space is unique. He noted that a 600-foot buffer would eliminate another establishment and while it might protect the downtown area, they should consider whether it is equitable to other businesses that want to go into the area. They should ask if 600 feet is too restrictive, given the density and available retail space.

He said the majority of the Policy Committee did not believe that one district should be treated any differently than any other. Staff also agreed that is consistent with New Mexico law.

Attorney Paez said she does have concerns about a moratorium and the City Attorney's Office is not inclined to recommend that. State law emphasizes entry into this new economy and a need to foster smaller, local businesses as well as equity. In addition, the City cannot do anything that would prohibit a licensee from operating.

Commissioner Faulkner said she tracked the hearings at the Legislature on cannabis. There is a definite benefit to have cannabis in areas of town with the highest number of tourists. And there are unintended consequences, including that it is better to have people who buy cannabis when the GRT is from out-of-state. That offsets the cost of cannabis by boosting areas of town that will have the most traffic for buyers. However, if you're not careful, you risk overwhelming some city traditions and values.

She contacted the land-use departments in several cities like Los Angeles, Boulder, Denver, Las Vegas, etc. Cannabis can overwhelm the downtown area and they have to strike a balance of high traffic, but not overwhelming. The challenge is getting the benefits without losing the traditional Santa Fe they want to protect.

Chair Gutierrez asked Mr. Berke about the special use permits for locations indoors and whether that includes I-1 and I-2 in the memo.

Mr. Berke said that was the intent to include I-1 and I-2.

Being that there were no public comments, Chair Gutierrez closed the public hearing at this time.

Commissioner Faulkner said the Policy Committee would appreciate the Commission's feedback regarding the 300-600 feet range. She will work with staff to ensure the public is aware they could provide input through the Planning Commission, so they have more community feedback.

Chair Gutierrez asked that Commissioners forward their comments to Mr. Berke to forward to the subcommittee.

Commissioner Sategna noted they might have noticed under Growing, that many of the various categories are permitted in the same areas. He thought it important to point out they are placeholders and why they were created. He explained the State defines by numbers of plants. That doesn't necessarily include the size of the growing operation and 200 plants can be grown in a 20 square foot greenhouse or an entire acre. The Planning Commission deals with the built environment and square footage is very important and why they have the various sizes, extra small, small, medium, and large. It is based on canopy size with indoors based on the lighting canopy and outside on the growing canopy. They may need to make modifications to limit the micro businesses because it is only based on 200 plants.

2. **Case #2021-3809. Southside Teen Center Development Plan**. Wilson & Company, Agent for the City of Santa Fe, owner, requests final development plan approval for construction of a new teen center to be located at the southwest corner of Valentine Way and Country Club Road, approximately 500 feet north of Jaguar Drive. The teen center will comprise a building of 17,188 sq. ft. to be constructed and operated by the City of Santa Fe, along with on-site parking and open space area(s). The property is located within the Tierra Contenta Master Plan Area Phase 1A, as Tract 11, zoned PRC (Planned Residential Community) and is approximately 1.81 acre in size. (John Neunuebel, Case Manager)

STAFF REPORT

The proposed Southside Teen Center development plan will provide for the construction of a 17,188 sq. ft-building to be utilized as a teen center operated by the City of Santa Fe, along with on-site parking and open space area(s). The subject 1.8 acre project site is located on a larger City-owned, 4.5-acre parcel within the Tierra Contenta Master Plan area located at 6600 Valentine Way. Other nearby public facilities include the City's Southside Public Library located to the east (east side of Country Club Road), the Santa Fe Family YMCA located to the west, and the Boys and Girls Club is located to the south. The Family Advocacy Center, a social services provider, is located to the north (north side of Valentine Way).

STAFF RECOMMENDATION

The proposed Southside Teen Center Development Plan meets all applicable development standards and will not create non-conformities with either Chapter 14 Land Development or the Tierra Contenta Master Plan; therefore, staff are recommending APPROVAL, subject to conditions of approval and technical corrections outlined in this report.

APPLICANT'S PRESENTATION

Brett Beaty, 4512 Jupiter St. NW., Albuquerque, was sworn in. He said this is an important project for the City of Santa Fe. He showed the site plan and described the location of the property. The proposed plan is on the corner with residential neighborhoods surrounding them and it fronts the street. There is no abrupt change of elevation, and the parking is shielded in the back. The play area is protected and there is potential for future additional parking. There are pedestrian connections to the library and adjoining neighborhoods. The purpose of the facility is primarily for teenagers between nine and 14 years who mostly walk, bike, or are dropped off. There is a main control desk, because of the importance of knowing who comes and leaves. He described various rooms of the floor plan. The elevation plans were shown and renderings of how massing would be reduced. The building is primarily stucco with ceramic tile with some translucent panels to give light to the interior. Views were shown of the courtyard, stage, kitchen and gymnasium areas. One change since the renderings is they have canopies with photovoltaics to reduce the heat and generate electricity. They hope to have the building LEED Certified, so the parking lot will be shaded and covered.

PUBLIC HEARING

Elena Gonzales, 20 Rael Lane, was sworn in. She is a youth leader from Earth Care and Yucca (Youth United for Climate Crisis Action). She said they are very excited about the teen center, and they have engaged parents and peers in learning about the teen center. They held planning meetings, attended the public neighborhood meetings, and met with their area City Councilor and the Mayor's Youth Advisory Board. The youth of the community, especially the Southside community, are ready to lead the process. They want to be sure they have a seat at the table. They are from the area and have a stake not only in this project, but all projects proposed for their community. She referred to a presentation they created from the input they gathered that has been given to Mr. Berke. The presentation includes a slideshow, a video and a report conducted with extensive community engagement. The Power Point presentation is attached as Exhibit "1".

Ms. Gonzales shared a few slides. She said Mr. Berke could share the folder with the complete presentation with the Commission. Included are important recommendations on things inside the building, accessibility, overall safety, and leadership, including staff and governance and decision making at the teen center. She asked that the teen steering committee be allowed a seat at the table to have a strong leading voice, and that their recommendations, from many people in the community, be included in the process.

Gabe Romero, 2195 West Zia Road was sworn in. He said he was curious whether there has been discussion about the charter school that had identified this location for their school. They have an application in to become a district charter school in Santa Fe.

Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Faulkner said this has been a dream for the people in Tierra Contenta for the last 15 to 20 years. It is vital for the community and this facility would definitely help the at-risk populations. She said it is exciting to see the teen center going in and has been a long road to get to this point. She commended the young people who are helping and believed it important they have a voice at the table and stay involved. She urged the Commissioners to support the project.

Commissioner Garcia said he would echo Commissioner Faulkner. It is very much needed. He gave kudos to Ms. Gonzales and the youth helping to get this through and hoped their ideas can become a part of the project.

Commissioner Garcia said looking at the use on the site plan, he wondered other than the indoor weight room and gymnasium, if there would be things like a skate park, outside.

Sam Burnett, 131 Sam Street, was sworn in. Mr. Burnett is the City of Santa Fe representative for this project. He explained the project is broken into two phases. Phase 1 is focused on the building and surrounding landscape. Phase 2 will include expansion of the landscape and they will engage the community in the planning. The current plan does not include everything Earth Care presented but there is room for community input in the additional phase.

Commissioner Garcia said he read that the limited parking spaces are largely because of walkability and kids who ride their bikes. He asked Mr. Burnett to elaborate on the additional parking and when that will be added.

Mr. Beaty responded. There are a couple of reasons for reduced parking, and one is they anticipate parents will drop off their kids. There is a potential for more parking. They are also trying to meet the City's reduced parking regulations and LEED requirements. He said it is possible the additional parking spaces might be better used for outside activities. There will be a balance of needs moving forward.

Commissioner Garcia said the reality is people will still be coming to the park. He asked if other community members would be allowed use of the facility.

Mr. Beaty said he couldn't answer that, but the City and City staff will manage it.

Mr. Burnett thought use of the facility would be open to the community with an emphasis on the neighborhood youth. The programming and management of use is through the Recreation Division and still in process. He said they have discussed incorporating the entire community throughout the planning and design process.

Mr. Neunuebel added that the term "reduction in parking" is probably not applicable. The City standards for this kind of recreation is not specific to the number of spaces per square footage of building, it is open-ended. That allows them to determine the appropriate standard.

Commissioner Garcia said parking can be a major issue when many people want to use this. He hoped that they spend an adequate amount of time to address the parking to avoid having too many issues. His other concerns are adequate staffing and good governance and operation. He said kudos to everyone, this will be well received.

Chair Gutierrez suggested to Mr. Burnett that it might be worthwhile to look at base course and grading for makeshift parking. He thought this is wonderful for the Southside and is excited this is happening. One thing he sees with facilities of this nature is that they are used at the same time, after school and weekends. It might be worth considering pickleball for the elderly in the daytime. Lastly, since it has a kitchen, it would be wonderful for the Southside if it had a catering kitchen that could be rented out.

Commissioner Sategna said he wanted to acknowledge the effort to make this a LEED Certified building. He also wanted to acknowledge Elena Gonzales for being a youth that is advocating for other youth.

MOTION: In Case #2021-3809, Southside Teen Center Development Plan, Commissioner Sategna moved to approve, subject to the conditions of approval and technical corrections recommended by staff; and to approve the Findings of Fact and Conclusions of Law as presented. The motion was seconded by Commissioner Faulkner.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner excused herself from the meeting at 7:43 p.m.

3. **Case #2021-3804. Villa Sendero Development Plan Amendment for Phase II.** Dekker/Perich/Sabatini - Will Gleason, Agent, for Villa Sendero, LLC, CSM Properties, LTD, Owner, requests approval of a Development Plan Amendment. The Applicant requests approval of Phase II of the project to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Amendment to Phase II also includes a fitness building, to replace an apartment building in Phase I, resulting in a net gain of 6 units to the Villa Sendero project to 258 units and minor changes to a drive aisle and multi-use trail. The property is approximately

11.4 acres, zoned C-2 (General Commercial) and is located at 5132 Beckner Road. (Donna Wynant, AICP, Case Manager)

STAFF REPORT

The Villa Sendero apartment development (Case # 2019-1330) was approved by the Planning Commission on January 23, 2020 for a 252-unit multi-family apartment community. The development is currently under construction on an 11.4-acre site located at 5132 Beckner Road. The applicant, Villa Sendero, LLC, is now requesting an amendment to the Villa Sendero Development Plan for Phase II of the project that includes the addition of an approximately 1-acre parcel to the southwest of the subject property, located directly south of the Fashion Outlets of Santa Fe, totaling approximately 12.4 acres. The additional parcel will facilitate the construction of 24 additional units of multi-family housing, comprised in a single 3-story building. In addition, within the original parcel, a fitness building will be replacing an 18-unit apartment building. These changes amount to a net gain of six units to the Villa Sendero project to total 258 units. Other minor changes include the drive aisle extending to the adjacent 1-acre parcel as well as the multi-use trail moving to the south edge of this road. The overall site and surrounding area is zoned C-2 (General Commercial). Multi-family residential development is a permissible use in the C-2 district.

The Applicant has indicated, at the time this application was submitted, that the additional 1-acre parcel is owned by CSM Properties, LTD and is under contract to be purchased by Villa Sendero, LLC. When the purchase is complete, the Applicant will submit a lot line adjustment to fully incorporate the 1-acre parcel into the Villa Sendero development.

The proposed development plan requires Planning Commission approval as it will be new construction exceeding 10,000 square feet per Subsection 14-3.8(B)(3)(b). The additional 1-acre site will add 26,499 square feet and with Phase I, will total 257,621 square feet of new construction.

Subsection 14-3.19(D)(1) states that development plan amendments *"shall be the same as those that apply to a new application for the type of approval proposed for amendment, unless a specific alternative procedure is provided in this section or elsewhere in Chapter 14."* The Commission's review of this development plan amendment will therefore focus on compatibility with surrounding uses and consistency with applicable site design standards.

STAFF RECOMMENDATION

Staff's analysis finds that the applicant has addressed the necessary findings per Subsection 14-3.8(D) "Approval Criteria and Conditions" and recommends ***APPROVAL*** subject to conditions of approval and technical corrections identified in the staff report.

Ms. Wynant noted she met with the Fire Marshall and applicant to evaluate fire access. The applicant will discuss that. She indicated the third condition in the report should read: "*Shall comply with section (D)106 Multifamily Residential Developments, with the remoteness provision*" - and added at the request of the fire marshal is: *"and/or third emergency fire apparatus access road to meet the intent of the international fire code."*

APPLICANT'S PRESENTATION

Will Gleason, 7601 Jefferson Drive, NE., Albuquerque, was sworn. He said they are requesting a small addition to add 24 units to the approved existing 252 units. The site under construction is off Beckner Road next to the Outlet Mall. He pointed out the location of the project and that Phase II is outlined in red. The proposal would create a fitness center and remove 18 of the units already approved. Instead, they want to build 24 units in a different location, a net of six additional units overall. There is plenty of parking and the trail is moved slightly, but otherwise is as approved last year.

He displayed the footprint of the additional six units noting they are the same configuration as the others. He pointed out interior courtyards, parking areas, dog park, pool area/community building and the proposed fitness building. He said this meets the City's affordable housing criteria and the applicant will pay a fee in lieu of. The first two buildings are scheduled for completion this summer with final completion midyear 2022.

Mr. Gleason noted the three conditions of approval. The first is to provide bike racks, which was planned and has been done. The second is to extend the link to the trail. This requires the NMDOT to allow access to cross their land. The applicant is willing to work with DOT, but he thought they may be more amenable if the alignment is further south. This condition is not up to the applicant. They request this not be a condition of approval as the applicant is not sure that access can be obtained. The third condition they focused on the most. The remoteness provision was adopted by the City in 2019 and requires a certain distance between the two access points to the site. Code language says placement shall be not less than one half the length of the maximum overall diagonal dimension of the property. He displayed the two access points and explained how the distance is determined. The most obvious would be a connection through the mall parking lot. The owner pursued many alternatives, including contacting the mall owner for access through the mall parking lot and offering a substantial compensation. He has not been successful.

Mr. Gleason reviewed the potential solutions. One would create a point of access, but the applicant has no control over access to the roundabout. That requires negotiations with Presbyterian, the property owner. There is no guarantee cross access will be allowed. Another solution is to create access along the PNM easement. He added that this property had been approved under the prior Code, and this is a minor addition of less than 10% of the project. He suggested the Commission waive the provision.

PUBLIC HEARING

Chair Gutierrez asked for public comment. There was none.

COMMISSION DISCUSSION

Commissioner Sategna said he was trying to understand the new development as compared to the existing development. He asked if considered was the impact to the freeway or outlet mall in terms of how the new three-story buildings impact the horizon line.

Mr. Gleason said he did not have renderings to illustrate that, but the topography there is fairly level. He noted a rendering that shows the perspective of the addition in relation to the mall. He agreed it will be visible from I-25.

Commissioner Sategna said his concern is the I-25 viewscape. He asked if the elevation of the building is significantly lower or higher compared to the other apartments.

Mr. Gleason thought it approximately the same, and the impact comparable to elevations already approved.

Commissioner Sategna thought the existing development appeared to sit lower than the corner piece.

Mr. Gleason said from his perspective it didn't seem significantly different. He offered to try to pull up the topography drawing.

Mr. Berke stated that only the Fire Chief could waive the International Fire Code adopted by the City. Mr. Gleason cannot ask the Commission to do that. But the Commission could postpone for the applicant to work with the Fire Marshal. He noted that Geronimo Griego, the Fire Marshal, was present and could answer questions.

Mr. Gleason said they are working with the Fire Marshal to resolve this.

Eric Cornelius, 1599 S. St. Francis Drive, was sworn in. He responded to the question on building heights. He noted I-25 sits south of the property and is about 8 to 10 feet higher than the portion to be approved. The finished floor elevations of the existing approved buildings sit 1-3 feet of the proposed building. He indicated the four elevations, relative to the interstate, will be comparable to the others already approved. They will be lower and not much different than what had been already approved.

Commissioner Sategna said that answered his question.

Commissioner Garcia followed up on Commissioner Sategna's concerns. He thought the new development would block the view coming off I-25 to the south. They approved three-story buildings in phase one, but this addition looks awkward.

Chair Gutierrez closed the public hearing portion.

Commissioner Lawrence asked if someone from Land Use or MPO could answer what to expect regarding the access for the trail connection.

Mr. Berke indicated MPO had been invited to the meeting. He was surprised they were not present and offered to try to contact them.

Commissioner Lawrence asked Mr. Berke what will happen if this condition is approved but turns out to be impossible.

Mr. Berke said the MPO went off their master trails and it would be okay if this connection isn't made. They could pursue a connection in the future if the applicant agrees to an easement through their property for a future bike lane.

Commissioner Lawrence asked Mr. Gleason if he was amenable to that.

Mr. Gleason said the owner was present and he thought he would be amenable.

MarkTekin, 2600 Dallas Pkwy., Frisco, Texas, was sworn in. He said they would be happy to provide easements for future planning. He said apparently NMDOT is holding the land for future construction projects, but he was more than happy to comply. In addition, he would be happy to comply with the fire issue, the intent and the Code. Even if that means a third access or working with Presbyterian Hospital.

Commissioner Garcia asked if the intent of the second phase was for a fitness room and additional units.

Mr. Tekin explained the reason for the amendment was originally this was designed with a ratio that exceeded the requirements of the Parking Code. They do not build to sell; they build to keep good communities. Parking is the first thing that becomes a problem, and it is a hard problem to fix. Buying an adjoining parcel and relocating the 18 units was assurance. Six units were added but they were able to exceed the parking requirements and they believe they will need that. They think everyone who will live here will have a car. In doing that, they also thought they made the community building too small. So, they relocated the gym and repurposing that space made sense. They are more concerned with the experience of the residents and want this to function long-term.

Commissioner Garcia thought the issues with regard to the Fire Code could be worked out. The building height isn't really a factor, but he thought it somewhat tall for the area. If that wasn't a concern with anyone, they could move forward.

Commissioner Lawrence asked Eric Aune with the MPO, to explain how the condition came about to connect the trail to the Diamond Trail crossing the NMDOT property.

Mr. Aune said looking at the proximity of the Diamond Trail they thought it would be fair to have that connection. He asked to clarify the issue.

Commissioner Lawrence explained as she understood, the applicant could have an easement from their property but the connection to the Diamond would be on DOT property.

Mr. Gleason responded that was correct. The property to the south of the site is NMDOT surplus land. He added that Mark Tekin would love to have that connection, but NMDOT wants the land for other purposes and would have to agree.

Mr. Aune said the connection would be practicable and is what they recommend but if it isn't possible they understand.

Commissioner Sategna asked Mr. Cornelius if correct that the elevation of this project is higher than that of the Outlet Mall.

Mr. Cornelius said everything is higher than the Mall because the site was cut down and everything is in a hole.

Commissioner Sategna said this property appears 7 to 10 feet higher than the Outlet Mall.

Mr. Cornelius said it is at that location. Their intent was to avoid a massive amount of earthwork and to work with the existing terrain as much as possible.

Commissioner Sategna expressed concerns about putting a three-story building on that corner, specifically, the setback with the freeway is a big gap. The first phase of the project, the buildings in addition to the parking lot, creates an additional setback on top of the one already there. If approved, this would be a three-story building that sits up against where the freeway wraps and exits to Cerrillos. Being 10 feet above the Outlet Mall is a concern. He wasn't sure he could support this with the impact it would have to the viewscape coming into the City.

Commissioner Garcia agreed. He thought possibly the solution was to reduce the building to a two-story or another design to make it appear further stepped back. He wasn't sure he could support this height.

Commissioner Clow said this isn't a view corridor and the zoning allows three-story, and the setbacks are to Code. She asked staff if there were grounds to deny the project.

Mr. Berke explained the Planning Commission has the right to impose conditions in density and to grant up to a certain height. A highway corridor study was done in 1999 that identified parcels along I-25 but was never adopted. He said this was discussed in the Zia Station conversation, that while it is a right to have up to 45 feet in height, which doesn't mean the Commission has to grant that. They should correlate how this is an inappropriate height in the approval criteria.

Commissioner Clow confirmed they would have to have reasons to show it does not meet criteria. Her concern was they allowed a three-story on St. Francis and Zia, which was in the view corridor because of affordable housing. She thought this project even less intrusive.

Mr. Berke noted that the applicant is paying a fee in lieu.

Commissioner Clow said she understood, but there is a need for housing in Santa Fe and the more supply, the more the prices hopefully go down. She said she wanted to hear the criteria that allows the Commission to deny the third story.

Chair Gutierrez thought the application needed work. He wanted the fire issue solidified before this moves forward. Also, he would hate for this to go to a vote and be denied if the project may be going to a lower elevation, opposed to working through this.

Commissioner Sategna said yes, they have approved other three-story buildings along the freeway. This is unique because there is a significant decline in elevation as you move along the freeway north and a lot of these buildings sit lower. He pointed out the Outlet Mall is about 10 feet difference in the elevation of the freeway and where this is being built. That is a significant difference in what they have approved in the past.

He said Criteria Number 2 states that the project will not negatively affect public interest. To impact the view coming into the City is a concern. Secondly, Criteria Number 3 is the use of any associated buildings is adaptable and compatible with buildings, structures and uses of properties in the vicinity under consideration. He thought "associated structures" includes the freeway. The Outlet Mall sits 10 feet below this and the building would definitely be towering over the Mall. That was enough for the Commission to consider whether criteria number three would be met.

Mr. Tekin shared his screen showing a photograph of the street view. He said they talked about a grade offense, but this site was already approved where there are three-story buildings. The grade of the new site is not much different. He offered to do more homework but appreciated that Commissioner Sategna shared the three criteria points. He said the one that stood out is the view. Obviously northbound, there isn't much impact.

But going southbound, the majority of the views have already been approved with three stories. He asked Commissioner Sategna to elaborate on which view would be blocked that wasn't already blocked or if he was missing something.

Commissioner Sategna said he didn't know that the images provided supported Mr. Tekin's case. One thing he invited the Commission to consider is the setbacks. There can be three-story buildings next to a major highway corridor, but where they were previously approved are setback further. What is proposed is pushing right up to the corner of a major entrance into Santa Fe. The Outlet buildings are not three-stories, and he is using elevations of 7-10 feet listed on the drawings. That is one story higher than next to the Outlet Mall and another story would be added to that on a major entryway into Santa Fe.

He said this is different because of setbacks and the Commission has to consider those when considering height. The setbacks in those previously preapproved three-story buildings are more significant than where this building is located.

Commissioner Garcia asked the net additional units that will be added.

Mr. Tekin said six units would be added.

Commissioner Garcia wasn't sure if the benefit of the six units outweighs the visual elevation of concern.

Commissioner Lawrence said she generally doesn't feel three stories is unreasonable in this context that would add more housing that is desperately needed. This is already in a mixed-use area surrounded by other mixed use development. The Commission has to be open to having some height in order to have housing that conserves water and is reasonably affordable and allows more people to live in Santa Fe. She supported the project because it is part of a larger picture of what the community should support.

Mr. Tekin pointed out again, the reason they are trying to relocate 18 of the units to the site is because of parking. He believes everyone here will have a car and if they cannot find parking they will be frustrated. He will be forced to remove 18 units from the project if not approved and that doesn't make good sense to build this under-parked.

Commissioner Clow said she would emphasize what Commissioner Lawrence said in terms of consistency relative to the Zia Station, which is in a view corridor and is the only three-story buildings in the area. Photographs show Presbyterian Hospital is three stories. The Commission should appreciate their need for more density, means more height, and this *is* a mixed-use area, and we need more housing. She said she is in favor of the amendment.

Commissioner Sategna indicated he didn't see a signage plan and wasn't sure one would be provided. He asked if the building would have signage on it.

Mr. Tekin replied no, other than the building addresses.

Commissioner Sategna said he agreed with Commissioners Lawrence and Clow on affordable housing and height increases. But he was trying to point out architectural design in Santa Fe. He said denying this application is not about whether they need to build lower or higher, or the need for affordable houses. This is a fee in lieu. He was saying they should not sacrifice the viewscape into Santa Fe with a building not only 10 feet higher than the Mall, but another 36 to 40 feet on top of that. They also need to consider setbacks, which are important when considering height. The hospital that is set back 200 to 300 yards is a different consideration than 30 feet away from the freeway at a major view into the City. That is an important consideration. Approving this would be approving a sore thumb versus less standout of other three-story buildings. He said he couldn't approve the project given the two criteria he mentioned earlier.

Chair Gutierrez agreed with Commissioners Sategna and Garcia. He recognized that Mr. Tekin has done a lot of work. He would love him to remedy the issues with lower height or more dirt work and to obtain an easement for the MPO trail.

Mr. Tekin said he appreciated their comments. He indicated they have two ways to meet the intent of the Fire Marshall. Either to supply a third access, or work with Presbyterian for easements and that has been resolved.

He addressed Commissioner Sategna's concerns on height. The Commissioner mentioned they might approve a two-story project and that would lose 10 feet over the view corridor. He asked Mr. Cornelius, if it is possible, to make up the 10 feet in the grade by 1) lowering the height of the grade elevation and 2) building a two-story not a three-story building.

Mr. Cornelius said everything is possible from an engineering standpoint. A concern is that it would greatly impact the sewer design gravity flow system. Lowering the site would require the use of a pump, which requires more maintenance, more frequent trips from City staff. Also, they will continue to use electricity forever to pump the effluent uphill. Also, developing the extra one acre provides an opportunity to greatly improve the drainage system he designed in phase 1 and to reinforce the drainage on the back side of the Mall. They have to consider with a lower grade, the alternatives like subterranean drainage. That tends to not work as well and requires more maintenance and you are never sure they are working properly, versus the over land system they have now.

Mr. Tekin said before they were at 10 feet of grade with a 30-foot building. He asked if the Commission would support a total of 32 feet with grade and adjusting the building heights.

Chair Gutierrez asked the Commissioners to comment.

Mr. Berke said before getting into concessions, the Commission should look at what is before them. If the Commission approved what Mr. Tekin talked about, that would severely affect the current drainage plan that is already been reviewed and radically amended. The elevations were based on natural finished grade and would also need to be changed. Staff would suggest the application be denied and the applicant return with a better design and grading plan reflecting what they would be asking for based on the Commission's feedback.

Attorney Paez agreed they should move to postpone and ask the applicant to work with staff to revise their application. Approving the amendment would be complicated.

Mr. Tekin asked for direction on how he could revise the application.

Commissioner Sategna said he would not recommend postponement because it is important to vote on what was presented and based on the criteria. That also provides the applicant an opportunity for revision. He agreed it would be complicated to start making changes and the elevation would have to be significantly lower. He added that he was interested, given the location, for the applicant to include the site sections, the freeway, and the surrounding buildings if this comes before them again.

MOTION: In Case #2021-3804, Villa Sendero Development Plan Amendment for Phase II, Commissioner Sategna moved to deny based on criterion #2 that is not met that this would negatively impact the City and the public; and criterion #3 was not met that the use and associated buildings are compatible with and adaptable with the uses of abutting property and other properties when considering the viewscapes, the setback in relation to the freeway and the Outlet Mall, based on what the Commission has ruled for setbacks of other buildings down the way. The motion was seconded by Commissioner Garcia.

VOTE: The motion passed by majority roll call vote with Commissioners Garcia [with comment], Sategna and Chair Gutierrez voting in favor and Commissioners Clow and Lawrence voting against.

Commissioner Garcia explained the reason he voted against is that this site is the wrong place for this height. He agreed there is a need for affordable housing and the inventory does affect the rates.

Chair Gutierrez said his reason for denying the application was the same; the setback is needed and because of the impact on view.

Attorney Paez said she will work with her replacement to include a draft of the Findings in the next packet.

Mr. Berke noted the next case has one packet but the four cases, General Plan, Amendment, Rezoning application, Development Plan and a Preliminary Subdivision will be presented concurrently by staff and the applicant.

4. **Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment.** Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) to (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager).

5. **Case #2021-3806. Aleksander Estates Subdivision Rezoning.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests approval of rezoning from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager).

6. **Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests preliminary development Plan approval of a preliminary subdivision for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 (Residential and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager)

7. **Case #2021-3808. Aleksander Estates Preliminary Subdivision Plat.** Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests preliminary subdivision plat approval for 59 single-family residential lots on approximately 8.38 acres of vacant land. The property is zoned R-1 (Residential- one dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager)

STAFF REPORT

This proposal consists of the following four applications:

- **General Plan Amendment:** from Low Density (1 dwelling unit per acre & 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre)
- **Rezoning**: R-3 (three dwelling units per acre) to R-7 (seven dwelling units per acre)
- **Preliminary Development Plan**: Proposed 59 lot residential subdivision.
- **Preliminary Subdivision**: Proposed 59 single family residential lots, and

The requested zoning district increase from R-1 to R-7 is not within the range classification "Low Density Residential" shown on the General Plan Future Land Use Map, so an amendment to the General Plan is required for the proposed Project.

If the Governing Body approves the proposed rezoning of R-7, the density for the proposed subdivision would be 59 residential lots which is less than the possible density of 67 units. (Calculation: 8.38 acres multiplied by R-7 zone = 58.66 gross density plus the affordable housing density bonus of 15% of an additional 8.79 units = 67 allowable lots/dwelling units which is 8 more units than proposed.)

The subject site is a vacant parcel along the east side of Kate's Way off of South Meadows Road. The site is bordered by Kates Way to the west, El Camino Real Academy to the east, NM 599 highway to the north and South Meadows Road to the south. Kate's Way is an unimproved private street with a right of way width of approximately 34.5 feet and South Meadows is a public right of way from 75 - 100 feet wide and is classified as a minor arterial street according to the Santa Fe Functional Road Classifications Map.

The subdivision will be accessed by two public streets (shown on the next page). Access #1 is a newly constructed public road through properties owned by the Santa Fe Public Schools and the State of New Mexico to connect the north end of the subdivision to the round-a-bout at NM 599/South Meadows Road. Access #1 will be dedicated to the City of Santa Fe for Public use. Access #2 connects the south end of the subdivision to South Meadows Road via Kates Way.

The proposed residential lots within the subdivision range in size from 4000 sq. ft. to 6000 sq. ft. Each lot will accommodate a single family residence meeting the standards for the R-7 district including front, year and side yard setbacks, maximum 24 foot height of structures, minimum number of two parking per lot, and will not exceed 40% lot coverage.

The proposed rezoning and development plan requests are compatible with the uses, character, and densities of the surrounding area and the development plan will not increase or create any nonconformities with Chapter 14. The preliminary subdivision plat meets approval criteria and does not create or increase any non-conformities with Chapter 14 and is compatible with residential development in the surrounding area.

STAFF RECOMMENDATION

The Commission should recommend **APPROVAL** of the general plan amendment request (Case #2021-3805), the rezoning request (Case #2021-3806), and the preliminary

development plan (Case #2021-3807) and should **APPROVE** the preliminary subdivision plat (Case #2021-3808) with the conditions of approval and technical corrections listed in this report.

APPLICANT'S PRESENTATION

Monica Montoya, 726 Gregory Lane, was sworn in. She said she is representing Next Generation Contracting, Inc. She said Oralynn Guerrerortiz from Design Enginuity, project engineer and Melanie Bishop, traffic consultant were present. She provided a brief PowerPoint presentation giving a project overview. She reviewed the location, the design of the subdivision, the anticipated architectural design and general plan, and rezoning criteria. Ms. Montoya's Power Point Presentation is attached as Exhibit "3".

Ms. Montoya said at the request of the MPO, they will explore extending the sidewalk from the southwest corner of the subdivision to South Meadows Road. An issue is they have to work with the adjoining property or incorporate something in the existing design. They will bring that solution back to the Planning Commission with the final plat as a condition. An ENN (Early Neighborhood Notification) was held, and they will continue to stay in touch with them through the project.

PUBLIC HEARING

Fred Tapia was unable to speak due to technical difficulties.

Chair Gutierrez suggested Mr. Tapia call in. Mr. Berke provided the information.

COMMISSION DISCUSSION

Commissioner Sategna asked Ms. Montoya to review the options and explain the condition of approval.

Ms. Montoya said the MPO requested a condition to continue a sidewalk from the southwest corner to South Meadows Road. They don't own the property between them and South Meadows but do own property to the west of Kate's Way, an approved subdivision. They will try to adjust some of the subdivision to the west to accommodate a five-foot setback.

Commissioner Sategna said he recalled that project was currently paved, or would this project pave the entire Kate's Way.

Ms. Montoya said the paving of Kate's Way was approved with that subdivision and they will continue the paving all the way around.

Commissioner Garcia asked to clarify if correct that there will be two access points, and that they will develop along 599 all the way to the intersection.

Ms. Montoya said that was correct. It will be a 52 foot right of way that includes two 10-foot asphalt lanes and an additional 10-foot multipurpose lane and have curb and gutter.

Commissioner Garcia said the inventory in this area is rather high and this will add to the many other units on South Meadows. He had reservations about R7 zoning and concerns about the school. It is already large with a lot of kids and there is housing on both sides of the street, and this adds more. He asked staff to elaborate on the construction plan at Agua Fria and South Meadows intersection because a big issue is the traffic there. He said he was happy to see the extra outlet and the road planned because that will help.

Mr. Berke said when the intersection was rezoned R21, the City Council imposed an impact fee to pay for that signalized intersection. The project is priority and is funded and the drawings have been approved and is starting soon.

Commissioner Garcia said this area has a school at capacity and a couple of projects have already been approved with more development to happen. That poses a big issue in terms of traffic, safety, the trails, and walkability, especially going north. But they do need the housing. He thanked the applicant for their other projects that were well designed.

Fred Bonifacio Tapia was sworn. He said he has property on Kate's Way. He asked if this project would include a park or a play area.

Monica Tapia, 3303 Avenida del Oro was sworn. She explained they wanted to know if Kate's Way will be paved if this is approved, and the extent of facilities that will be provided.

Chair Gutierrez closed the public hearing.

Oralynn Guerrerortiz, 1492 Luisa St. was sworn in. She responded that Kate's Way will be paved with curb and gutter on both sides and sidewalks on the east side. Also, they will put in sewer and water. She suggested if the Tapia's wanted taps for water/sewer connections they may be able to negotiate with the owner. She added there will be green space with grass, etc. but no playground equipment. There are no plans for a park because of the retention ponds.

Commissioner Sategna said this is another example of narrow tracts of land not properly addressed by the General Plan or Chapter 14. There is no street parking and developments on narrow tracts have streets that are packed. He said he wanted to point out the need for a General Plan update and raise those concerns. He added that doesn't prevent him from voting in favor of the project.

Ms. Guerrerortiz said there is reported 30 on-street total parking spaces; a half space per lot, which meets current code.

Ms. Montoya added that is in addition to the 2 parking spaces on each parcel and units with full garage spaces.

Commissioner Garcia said he would assume with the narrow street design that parking would only be on one side.

Ms. Guerrerortiz explained parking flips back-and-forth from one side to the other and additional street parking is on Sangre Azul. She thought usually Next Generation built two car garages with two spaces in front of each garage.

MOTION: Commissioner Lawrence moved to: (1) recommend approval in Case 2021-3805, Aleksander Estates General Plan Amendment; (2) recommend approval in Case 2021-3806, Aleksander Estates Rezoning Request; (3) recommend approval in Case 2021-3807, Aleksander Subdivision Preliminary Development Plan, subject to conditions of approval and technical corrections recommended by staff; and (4) in Case 2021-3808, to approve the Preliminary Subdivision Plat, subject to the conditions of approval and technical corrections recommended by staff. The motion was seconded by Commissioner Clow.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Garcia, Lawrence and Sategna voting in favor and none voting against.

MOTION: Commissioner Lawrence moved to approve the Findings of Fact and Conclusions of Law for Case 2021-3805, Case 2021-3806, Case 2021-3807 and Case 2021-3808 as presented. The motion was seconded by Commissioner Clow.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Garcia, Lawrence and Sategna voting in favor and none voting against.

H. STAFF COMMUNICATIONS

Mr. Berke said we were planning an in-person meeting, but it will not happen on the 19th of August. The agenda will be big; it is only three cases but has a lot of components and the agenda includes the formal recommendations on cannabis.

Mr. Berke noted this was Attorney Paez's last Planning Commission meeting. He wanted the record to show how much he has enjoyed working with her. He said he will miss her as part of the team but is happy for her in her next adventure. Also, an offer was extended to a senior planner to replace Carlos Gamora's position. Lastly, John

Neunuebel announced his retirement effective December 3, 2021. He will not be presenting to the Planning Commission after September.

Attorney Paez thanked the Commissioners for volunteering for the City and doing a great job. She indicated that Kyle Hibner will temporarily cover Commission meetings through the August 19th meeting and hopes to have a couple of new attorneys starting soon.

Director Kluck said it was an honor to work with Attorney Paez and he thanked her for her service.

I. MATTERS FROM THE COMMISSION

Commissioner Sategna told Attorney Paez that she will be missed, and he has a lot of respect for her. He wanted it on the record that the Supreme Court will get a good attorney. He wished her the best of luck.

Chair Gutierrez also thanked Attorney Paez and the subcommittee members.

J. ADJOURNMENT

Chair Gutierrez adjourned the meet at 9:56 pm.

Submitted by:

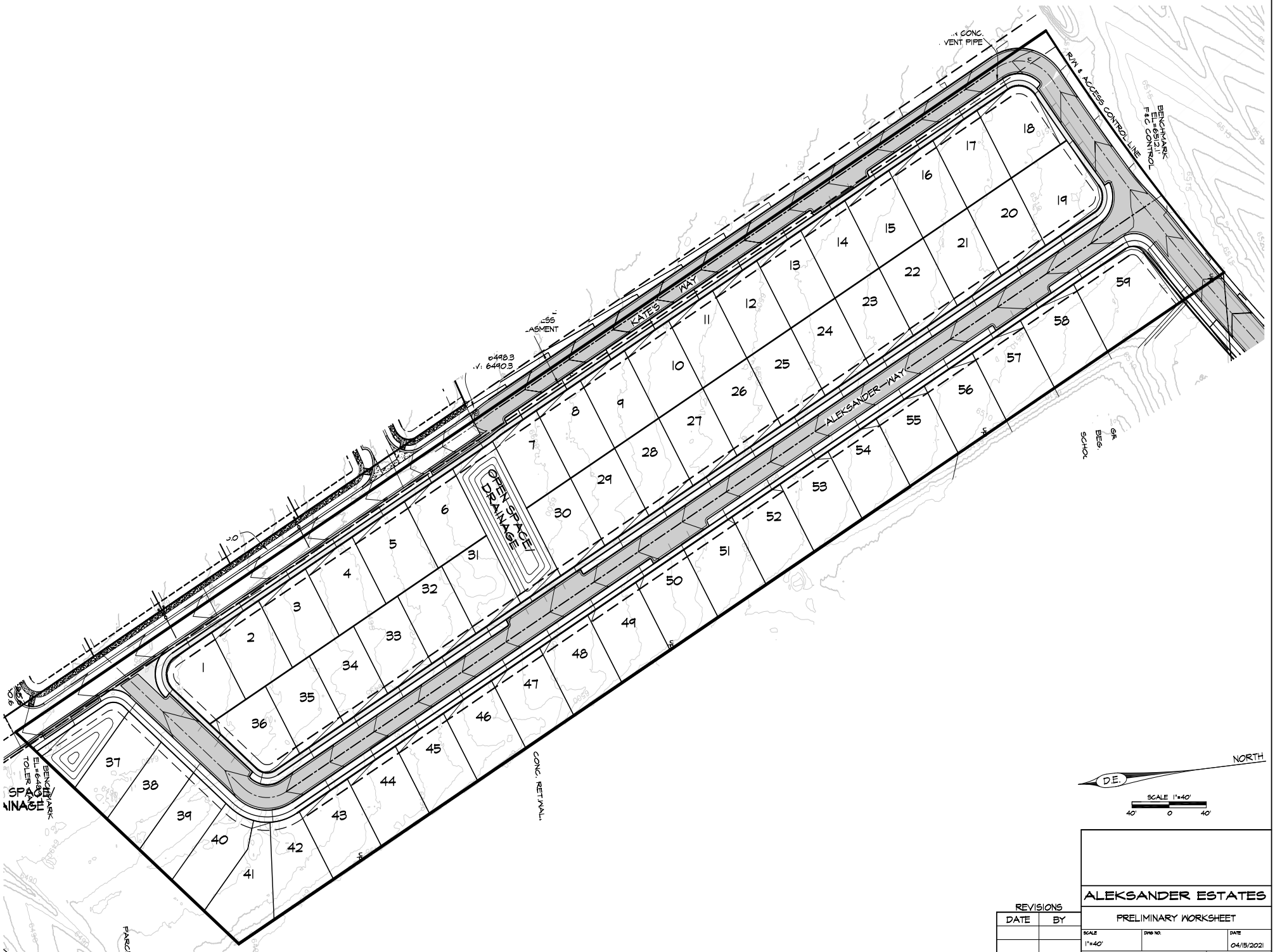
Melissa D. Byers

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

Brian Gutierrez

Brian Gutierrez, Chair



REVISIONS	
DATE	BY

ALEKSANDER ESTATES

PRELIMINARY WORKSHEET

SCALE	DWG NO.	DATE
1"=40'		04/15/2021
PRDR CASE #		SHEET NO.
2020-2118 AND 2119		1

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20. PUBLIC HEARINGS

b. CONSIDERATION OF RESOLUTION NO. 2021-____.

A Resolution Amending the General Plan Future Land Use Map Designation from Low Residential (1 Dwelling Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road (Aleksander Estates Subdivision General Plan Amendment, Case No. 2021-3805).

Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment. Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, Requests Approval of a General Plan Future Land Use Amendment to Change the Designation from Low Density Residential (1 Dwelling Unit Per Acre and 1-3 Dwelling Units Per Acre) to Moderate Density Residential (3-7 Dwelling Units Per Acre) for Approximately 8.38 Acres of Land Located on the East Side of Kates Way, North of South Meadows Road. (Donna Wynant, Case Manager, djwynant@santafenm.gov, 955-6325)

Name: Stefanie Beninato

Comment - 10/27/2021 11:17 AM: (Against)

Other Land Use Resolutions—I thought the city council was committed to redoing the city's Master Plan etc. Why are you approving these developments piecemeal?

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE AND CHANGING THE CLASSIFICATION FROM R-1 (RESIDENTIAL- ONE DWELLING UNIT PER ACRE) TO R-7 (RESIDENTIAL- SEVEN DWELLING UNITS PER ACRE) WITH RESPECT TO A CERTAIN PARCEL OF LAND COMPRISING APPROXIMATELY 8.38 ACRES LOCATED ON THE EAST SIDE OF KATES WAY, NORTH OF SOUTH MEADOWS ROAD (ALEKSANDER ESTATES SUBDIVISION REZONING, CASE NO. 2021-3806).

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

Section 1. That following real property (the "Property") located within the municipal boundaries of the City of Santa Fe, which has been restricted to and classified R-1 (Residential- One Dwelling Unit per Acre), is hereby restricted to and reclassified as R-7 (Residential-Seven Dwelling Units per Acre):

A parcel of land comprising approximately 8.38 acres generally located on the east side of Kates Way, north of South Meadows Road, lying within Section 1, T16N, R8E, NMPM, Santa Fe

County, New Mexico, as more fully described in the Legal Description attached as Exhibit A and incorporated herein by reference.

Section 2. The official zoning map of the City of Santa Fe adopted by Ordinance No. 2001-27 is hereby amended to conform to the changes in zoning classifications for the Property set forth in Section 1 of this Ordinance.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2021/Bills/Aleksander Estates Rezoning

EXHIBIT A:
For Bill No. 2021-___

Legal Description for Alexander Estates Subdivision

TRACT A 8.3368 ACRES +/- LYING WITHIN SECTION 1, T16N, R8E, NMPM, SANTA FE COUNTY, NEW MEXICO

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3806 – Aleksander Estates Rezoning
Owner's/Applicant's Name – Next Generation Contracting, Inc.
Agent's Name – Monica Montoya Land Use Consulting, Inc.

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Monica Montoya Land Use Consulting, Inc., Agent, for Next Generation Contracting, Inc., Owner. The Applicant requests approval of a rezoning from R-1 (Residential - 1 dwelling unit per acre) to R-7 (Residential - 7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Property).

In related Case #2021-3805, the Applicant requests approval of a general plan future land use map amendment to change the designation from Low Density Residential (1 dwelling unit per acre and 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre). Additionally, in related Case #2021-3807, the Applicant seeks preliminary development plan approval for a preliminary subdivision for 59 single-family residential lots. Finally, in related case #2021-3808, the Applicant requests approval of a preliminary subdivision plat for 59 single-family residential lots.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The Applicant seeks a rezoning to R-7, which would allow for the proposed single-family residential development consisting of 59 single-family residential lots on approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road (Project).
2. Santa Fe City Code (SFCC) Section 14-3.2(D)(1) provides that an application for amendments to the general plan may be considered concurrently with an application for rezoning.
3. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC §14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC §14-3.1(H)-(I)].
4. A pre-application conference was held on December 10, 2020.
5. The Applicant conducted a virtual ENN meeting on April 27, 2021, using Zoom.
6. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
7. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
8. Pursuant to SFCC Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC Chapter 14 and any other

information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).

9. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
10. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.
11. Pursuant to SFCC Sections 14-2.3(C)(7)(c) and 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
12. At the Hearing, the Commission considered the Application in this case concurrently with the applications in Case Nos. 2021-3805, 2021-3807, and 2021-3808; and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
13. SFCC Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
14. SFCC Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
15. Pursuant to SFCC Section 14-3.5(C)(1)(a)(ii)-(iii), the Commission finds that the character of the surrounding area has changed due to increased residential development and that the proposed R-7 zoning is more advantageous to the community because the use will remain single-family residential while allowing higher density, which allows housing to be developed at a more affordable rate.
16. Pursuant to SFCC Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
17. Pursuant to SFCC Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan, including growth management policies for infill development at medium densities in developing areas with centrally located neighborhood centers. Additionally, the rezoning will be consistent with the future land use map if the proposed general plan amendment is approved by the Governing Body.
18. Pursuant to SFCC Section 14-3.5(C)(1)(d), the Commission finds that rezoning the property to accommodate infill by creating a 59-lot subdivision is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate, and geographic location of the growth of the city.
19. Pursuant to SFCC Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.
20. Pursuant to SFCC Section 14-3.5(C)(2)(a), the Commission finds that the proposed change in density will not result in a change in character inconsistent with the prevailing use and character of the area, and that the R-7 zoning is consistent with the surrounding density.
21. Pursuant to SFCC Section 14-3.5(C)(2)(b), the Commission finds that the proposed rezoning is permissible because it would not affect an area of less than two acres.

1. Pursuant to SFCC Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or general public.
2. Pursuant to SFCC Section 14-3.5(D), the Commission finds that the proposed additional density can be accommodated by the existing and proposed road infrastructure.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.
2. The Applicant has the right under the SFCC to propose the rezoning of the Property.
3. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 5th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the proposed rezoning to R-7, as requested in the Application for Case #2021-3806.

Brian Gutierrez
Chairperson

08-12-21
Date:

FILED:

Kristine Mihelcic
Kristine Mihelcic (Aug 19, 2021 09:12 MDT)

Kristine Bustos-Mihelcic
City Clerk XIV

08/13/21
Date:

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

August 5, 2021
Date

City of Santa Fe, New Mexico

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

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Renee Villarreal, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Roman "Tiger" Abeyta, District 3
Chris Rivera, District 3
Jamie Cassutt, District 4
JoAnne Vigil Coppler, District 4

MEMORANDUM

To: Members of the Governing Body

From: Patricia Feghali, Assistant City Attorney PF

Via: Erin K. McSherry, City Attorney EM

Re: Appeal #2021-4161 of Case #2021-3804. Appeal by Sommer Karnes & Associates for Villa Sendero, LLC & CSM Properties, Ltd., of the Planning Commission's Denial of Villa Sendero's Request for an Amendment to Phase II of its Development Plan for a Development located at 5132 Beckner Road.

Date: November 2, 2021; for the November 10, 2021 Meeting of the Governing Body

I. INTRODUCTION

On August 5, 2021, the Planning Commission ("Commission") voted to deny a development plan amendment for Phase II of the Villa Sendero development ("Project"). **[Exhibit C: FOF & COL p. 3, Packet p. 24]** The amendment proposes to create 24 additional multi-family units on a parcel that is approximately 1-acre in size and located to the southwest of Phase I of the Villa Sendero development, directly south of the Fashion Outlets of Santa Fe and near I-25. This approximately 1-acre parcel is referred to here as the "Property." The amendment also proposed a fitness building to replace an apartment building that had been included in the original plan for Phase I. The two changes together would result in a net gain of 6 units to the Villa Sendero project, for a total of 258 units. Finally, the amendment included minor additional changes to a connection to the "drive aisle" (on site pathway for vehicular circulation) from the existing Project to the new Property, and moving the multi-use trail to the south edge of the drive aisle. The Property totals approximately 11.4 acres, is zoned C-2 (General Commercial), and is located at 5132 Beckner Road. **[Exhibit A: Application p. 2, Packet p. 9]**

Staff recommended that the Commission approve the development plan amendment, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits. **[Exhibit B: Staff Report p. 1, Packet p. 10]** The Commission voted 3-2 to deny the development plan amendment because it determined that the applicant failed to demonstrate that

the development plan amendment would not adversely affect the public interest. Specifically, the Commission found that the development plan amendment would adversely affect the public interest because the amendment would result in the construction of an additional three-story building close to I-25, which would negatively impact the view shed into the City from the highway. **[Ex. C: FOF & COL p. 2-3, Packet p. 23-24]**

The developers, Villa Sendero LLC and CSM Properties LTD, represented by attorney Joseph Karnes (collectively as "Appellant") appealed the Commission's denial of the development plan amendment on the grounds that the use denied by the Commission is a permitted use under the City Code, and that the Commission identified no substantial evidence supporting a conclusion that the application violates any Code standard. Appellant further asserts that the Commission's decisions was arbitrary, capricious, and contrary to law. **[Exhibit E: Appeal p. 3, Packet p. 57]**

In this de novo appeal, the Governing Body should independently determine in its quasi-judicial capacity whether to affirm, reverse, or modify the Commission's decision based on the evidence presented. According to SFCC 1987, Section 14-3.17(H)(4) the Appellant has the burden of proof in an appeal hearing.

BACKGROUND & PROCEDURAL HISTORY

On June 18, 2021, Villa Sendero LLC and CSM Properties LTD ("Applicant"), through agent Will Gleason ("Agent"), filed an application for approval of the Villa Sendero Development Plan Amendment Phase II.

The Commission held a public hearing on the application on August 5, 2021, and Applicants were represented by Agent Will Gleason. Planner Donna Wynant gave the staff report and recommended approval of the application. **[Exhibit D: Minutes p. 14, Packet p. 39]**

The Agent reviewed for the Commission the status of the three conditions of approval: 1) adding bike racks, 2) extending the link to the bike trail, and 3) the fire access provision. The Agent reported that the first condition for the bike racks was already part of the plan and so had been met. The second condition was dependent on NMDOT. Applicant was willing to work with NMDOT to come up with a solution, but Agent asked that it be removed as a condition of approval because he was not sure the access could be obtained. The third condition was addressed by the Commission as part of its discussion and it was noted that only the Fire Chief could waive the International Fire Code adopted by the City, and therefore Condition 3 could not be waived. Agent said that he was working with the Fire Chief to resolve this. The chair asked for public comment but there was none. **[Ex. D: Minutes p.15-16, Packet p. 40-41]**

Applicant explained that the reason for the change in the development plan was to relocate 18 units within the project as a whole, create six additional units, provide more parking, and provide a larger community building to create better living conditions in the long term for residents of Villa Sendero. **[Ex. D: Minutes p.17, Packet p. 42]**

The Commission expressed concern about having a three-story building so close to I-25 and debated if they could require the building to only be two stories instead of three to fit in better with

the surrounding buildings and preserve the view shed from the highway. Commissioner Clow pointed out that the location of the Property is not a view corridor, and that the zoning allows the proposed height and setbacks. Planning Manager Noah Berke explained that the Commission can impose conditions and that, while it is a right to have up to 45 feet in height, the Commission does not have to grant that height if the proposal does not meet the other approval criteria. **[Ex. D: Minutes p.18-19, Packet p. 43-44]**

Commissioner Sategna said that the main issue with the height of the building in this case is that there was not enough setback from the highway, and the proposal is therefore different from other previously-approved buildings that are farther away from the highway. Applicant noted that the amendment would result in six more units of housing and that the reason the applicant wanted this amendment was for increased parking and increased quality of life. The Commission discussed if it was possible to lower the grading of the project. It was determined that changing the grading would significantly impact the current drainage plan, which had already been reviewed. **[Ex. D: Minutes p. 20-21, Packet p. 45-46]**

Staff suggested that the Commission move to postpone this case and ask the applicant to work with staff to revise their application. Commissioner Sategna said he would not recommend postponement and moved to deny the application based on Criterions 2 and 3 as presented in the staff report. Criterion 2 (SFCC 1987 Section 14-3.8 (D)(1)(b)) requires that any building plan that is approved will not adversely affect the public interest. Criterion 3 (SFCC 1987 Section 14-3.8 (D)(1)(c)) requires that the use and any associated buildings of the plan are compatible with and adaptable with the uses of abutting property and other properties in the vicinity of the Project. **[Ex. D: Minutes p. 22, Packet p. 47]**

The Commission then voted to deny the development plan amendment based on the applications failure to meet criterions 2 and 3 by a vote of 3-2. Commissioner Garcia stated that he voted to deny the amendment because the site is the wrong place for this height. Chair Gutierrez said that he was also denying for the same reason, that more setback is needed, and because of the impact on the view. **[Ex. D: Minutes p. 22, Packet p. 47]**

II. GROUNDS FOR APPEAL TO THE GOVERNING BODY

Under SFCC Section 14-3.17(A)(2), an appeal of a final action by the Commission may be filed for one or more of the following reasons only:

(1) The Commission's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to 3-21-14;

(2) The Commission misapplied SFCC Chapter 14; or

(3) The Commission's decision is not supported by substantial evidence.

III. APPELLANT'S CLAIMS

Appellant claims that the Commission's decision to deny the Development Plan Amendment is not supported by substantial evidence as required in SFCC 1987, Section 14-3.17(A)(2)(c). Appellant also claims that the Applicant has a right to use and develop its property in a manner consistent with the City Code and that the Commission's denial of its application, without stating a City Code standard that was violated, makes the denial arbitrary, capricious, and contrary to law pursuant to the standard set forth in NMSA 1978, Section 39-3-1.1. **[Ex. E: Appeal p. 3, Packet p. 57]**

Appellant further claims that the Commission's denial would both harm the owner's investment-backed expectations in the project and also harm the community by reducing the amount of infill housing that could be generated by the project. Appellant argues that the Commission went against the policy decision of City Council, who determined the parcel to be C-2 zoning and therefore allowed up to a height of 45 feet by right in the General Plan. Appellant further states that the Commission's given purpose for denying the application, preserving views, is inconsistent with applicable City Code provisions. **[Ex. E: Appeal p. 5, Packet p. 59]** These last two arguments can be read as Appellant claiming that the Commission misapplied SFCC Chapter 14.

Because the state code, monetary, and community harm claims are not listed in the City Code as grounds for an appeal, this memo focuses on the claims that are enumerated in SFCC Section 14-3.17(A)(2).

IV. ANALYSIS

A. Alleged Violations of the Santa Fe City Code

The purposes of Chapter 14 that the Governing Body should seek to effectuate in this appeal include (1) to "implement the purposes of the general plan, including guiding and accomplishing a coordinated, adjusted and harmonious development of Santa Fe that will best promote health, safety, order, convenience, prosperity and the general welfare"; and (2) to "create conditions favorable to the health, safety, convenience, prosperity and general welfare of the residents of Santa Fe by coordinating streets within proposed subdivisions with existing or planned streets…providing adequate open space for traffic, recreation, drainage, light and air; and providing for the appropriate distribution of population and traffic." SFCC § 14-1.3.

1. Whether the Planning Commission Had Sufficient Evidence Under SFCC 1987 Section 14-3.17(A)(2)(c) to Deny the Development Plan

Appellant contends that the Planning Commission erred by concluding that it had sufficient evidence, as required by SFCC 1987 Section 14-3.17(A)(2)(c), to deny the Development Plan. **[Ex. E: Appeal p. 4, Packet p.]** Upon determining if there is sufficient evidence to support the Planning Commission's conclusion, the Governing Body may reverse or affirm the Planning Commission's decision, in whole or in part, or it may modify the Planning Commission's decision.

a. Would the Development Plan Adversely Affect the Public Interest

In this case, the members of the Planning Commission offered limited discussion as to what evidence they were relying upon to support their conclusion that the development would adversely affect the public interest (Criterion 2). Commissioners discussed the view of the city from the highway but, as one Commissioner pointed out during the hearing, the property is not located in a designated view corridor. **[Ex. D: Minutes p. 19, Packet p. 44]** If the development were to proceed as proposed by the applicant, the view from I-25 would go from being a view of the back of the Fashion Outlets of Santa Fe to a view of the new apartment building, which would be closer to the highway and slightly taller than the existing Outlets building. The members of the planning commission did not explain why this change in view would be contrary to the public interest.

As decided by the First Judicial Court in 2000 in *Teme Ltd. V. City of Santa Fe*, in circumstances like this where the City is deciding a case based on its conformity to the current code, and there is not an existing regulation relating to preserving views in the area, the City does not have the power or authority under the SFCC to regulate "view corridors" that are not already defined. **[Exhibit F: *Teme* p. 3 Paragraph 13, Packet p. 66]** There is a Highway Corridor Protection District along part of Interstate 25, as specified in the general plan and shown on the official zoning map, but this Property is not within that area. SFCC § 14-5.5(A)(2). Therefore under *Teme* the City, unless relying on an existing statute, does not have the power or authority to determine that this is a view corridor that warrants being protected. If the Property had been within the Highway Corridor Protection District, then the development and design standards for that district would prevail. Here, the Commission needed to cite evidence that the plan would adversely affect the public interest, and the Governing Body must determine if there was evidence to determine that the development plan met the criteria in SFCC 1987 Section 14-3.8(D)(1).

b. Is This Three Story Apartment Building Structure Compatible With and Adaptable to Nearby Buildings and Structures

The members of the Planning Commission did not offer reasoning as to why they determined that a three story apartment building of 24 units would not be compatible with and adaptable to nearby buildings and structures (Criterion 3). This new apartment building would be part of the Villa Sendero project, which already exists abutting this Property on one side. This Property was proposed to provide more parking and community space in the Villa Sendero project, as well as creating more housing units. **[Ex. B: Staff Report p. 5, Packet p. 14]** The Commission did not say why this new building was not compatible with nearby similar buildings.

B. Other Arguments

Appellant also argues that the Planning Commission's denial was arbitrary, capricious, and contrary to law pursuant to the standard set forth in NMSA 1978, Section 39-3-1.1 **[Ex. E: Appeal p. 5, Packet p. 60]** Under SFCC Section 14-3.17(A)(2), an appeal of a final action by the Commission may be filed for one or more of the reasons stated in the section, and this is not one of the reasons given. NMSA 1978, Section 39-3-1.1 governs appeals to district courts from agencies, not appeals to the Santa Fe Governing Body.

V. CONCLUSION

The Governing Body may either:

1) find that the Appellant has demonstrated that the Planning Commission decision was incorrect and grant the appeal and approve the Development Plan, subject to the recommended staff conditions of approval and technical corrections, on the grounds that there is not sufficient evidence to deny the Development Plan; or

2) find that the Planning Commission decision was correct and there is sufficient evidence to deny the Development Plan and deny the appeal.

VI. OPTIONS FOR MOTIONS

There are two options for motions in this case. Sample motions follow:

Motion 1: *I move to* ***grant the appeal*** *and approve the Development Plan, subject to the recommended staff conditions of approval and technical corrections, on the grounds that* ***there is not sufficient evidence to deny the Development Plan****, and to direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 2: *I move to* ***deny the appeal*** *and deny the Development Plan on the grounds that* ***there is sufficient evidence that Development Plan will adversely affect the public interest and/or that the apartment building structure is not compatible with or adaptable to nearby buildings and structures*** **(pick one or both options)** *and to direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

APPENDIX A:

EXCERPT FROM THE SANTA FE CITY CODE

14-3.8 (D)(1) – Development Plans – Approval Criteria and Conditions
(D) Approval Criteria and Conditions
(1) Necessary Findings

To approve a development plan, the planning commission must make the following findings:

(a) that it is empowered to approve the plan under the section of Chapter 14 described in the application ;

(b) that approving the development plan will not adversely affect the public interest; and

(c) that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.

List of Exhibits:

- **Exhibit A: Application – Packet p. 8**
- **Exhibit B: Staff Report – Packet p. 10**
- **Exhibit C: Findings of Facts and Conclusions of Law – Packet p. 22**
- **Exhibit D: Minutes – Packet p. 26**
- **Exhibit E: Appeal – Packet p. 55**
- **Exhibit F: Teme Case – Packet p. 64**
- **Exhibit G: Decision Tree – Packet p. 77**

PLAN OR PLAT AMENDMENT APPLICATION

Parcel Information

Project Name: **Villa Sendero Development Plan Amendment Phase II**

Address: **5132 Beckner Road** Zoning: **C-2**

Previous Approvals: Development Plan Purpose of Amendment: **Phase II: Additional parcel/unit count change from 252 to 258**

Property Owner Information

Company Name: Villa Sendero, LLC, CSM Properties, LTD

Name: _____
Last *First* *M.I.*

Address: **2600 N Dallas Parkway Suite 370**
Street Address *Suite/Unit #*

Frisco **TX** **75034**
City *State* *ZIP Code*

Phone: **( )** E-mail Address: _____

Applicant/Agent Information (if different from owner)

Company Name: Dekker/Perich/Sabatini

Name: **Gleason** **Will**
Last *First* *M.I.*

Address: **7601 Jefferson St NE** **Suite 100**
Street Address *Suite/Unit #*

Albuquerque **NM** **87109**
City *State* *ZIP Code*

Phone: **(505) 761-9700** E-mail Address: **WillG@dpsdesign.org**

Correspondence Directed to: ☐ Owner ☐ Applicant X☐ Both

Agent Authorization (if applicable)

I am/We are the owner(s) and record title holder(s) of the property located at: _____

I/We authorize See attached Letters of Authorization to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: Date:

Signature

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection of my application. I also certify that I have met with the City's Current Planning staff in a preapplication meeting to verify that the attached proposal is in compliance with the City's zoning and annexation requirements.

Signature:  Date: **6/18/2021**

DEKKER
PERICH
SABATINI

June 18, 2021

Donna Wynant, Senior Planner
Current Planning Division
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

RE: Villa Sendero Apartment Homes, 5132 Beckner Road
Development Plan Amendment Phase II Application

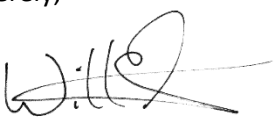
Dear Ms. Wynant,

This letter is respectfully submitted on behalf of Villa Sendero, LLC in application for Development Plan Amendment approval of a multi-family apartment community for consideration by the Planning Commission. The subject property is located at 5132 Beckner Road and is currently under construction according to the previously approved Development Plan for 252 units.

The applicant, Villa Sendero, LLC, is requesting an amendment to the Villa Sendero Development Plan for Phase II of the project that includes the addition of an approximately 1-acre parcel to the southwest of the subject property, located directly south of the Fashion Outlets of Santa Fe that will facilitate the construction of 24 additional units of multi-family housing, comprised in a single 3-story building. In addition, within the original parcel, a fitness building will be replacing an apartment building. These changes amount to a net gain of 6 units to the Villa Sendero project to total 258 units. Other minor changes include the drive aisle extending to the adjacent 1-acre parcel as well as the multi-use trail moving to the south edge of this road.

The 1-acre parcel to the southwest of the subject property is owned by CSM Properties, LTD at this time. It is under contract to be purchased by Villa Sendero, LLC. When the purchase is complete, a replat action will be submitted for approval that includes a lot line adjustment to fully incorporate the 1-acre parcel into the Villa Sendero development. Letters of Authorization from both CSM Properties, LTD and Villa Sendero, LLC are included in this application.

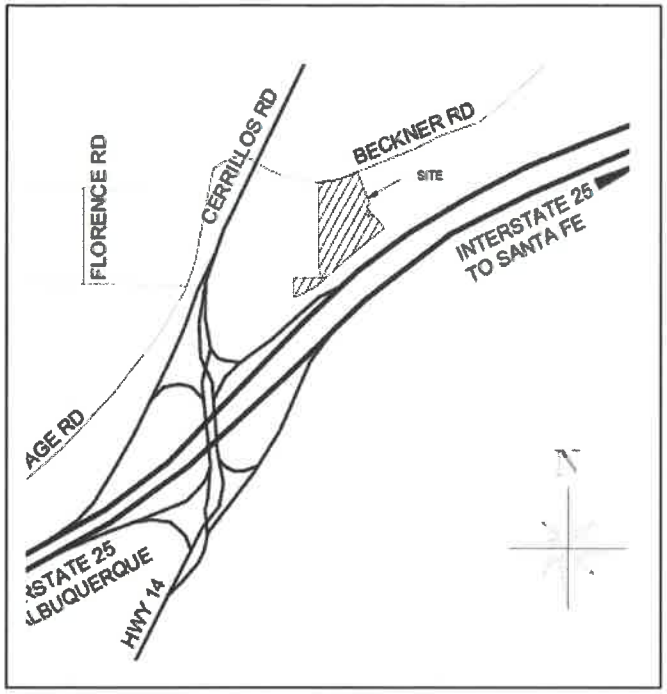
Sincerely,



Will Gleason, Dekker/Perich/Sabatini
Agent for Villa Sendero, LLC

Land Use Department
Planning Commission Staff Report

Case No:	2021-3804
PC Hearing:	August 5, 2021
Applicant:	Dekker/Perich/Sabatini - Will Gleason, agent for Villa Sendero, LLC, CSM Properties, LTD
Request:	Development Plan Amendment
Location:	5132 Beckner Road
Case Mgr.:	Donna Wynant, AICP
Zoning:	C-2 (General Commercial)
Pre-app.:	January 7, 2021
ENN Mtg.:	May 3, 2021
Proposal:	Development Plan Amendment to add 24 additional multi-family units, but with additional changes will yield only 6 units for a 258-unit multi-family apartment community instead of the original 252 unit for the Villa Sendero



Case #2021-3804. Villa Sendero Development Plan Amendment for Phase II. Dekker/Perich/Sabatini - Will Gleason, Agent, for Villa Sendero, LLC, CSM Properties, LTD, Owner, requests approval of a Development Plan Amendment. The Applicant requests approval of Phase II of the project to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Amendment to Phase II also includes a fitness building, to replace an apartment building in Phase I, resulting in a net gain of 6 units to the Villa Sendero project to 258 units and minor changes to a drive aisle and multi-use trail. The property is approximately 11.4 acres, zoned C-2 (General Commercial) and is located at 5132 Beckner Road. (Donna Wynant, AICP, Case Manager)

I. RECOMMENDATION

The Land Use Department recommends **APPROVAL** with the conditions of approval as outlined in this report.

Two motions will be required in this case:

- *Approve or deny the development plan amendment for Case No. 2021-3804 subject to the required general findings, and subject to the conditions of approval and technical corrections recommended by staff in Section II and Exhibit A of this staff report.*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case No. 2021-3804, as shown in Exhibit C of this report.*

II. CONDITIONS OF APPROVAL

The following are conditions of approval for this project from the City's Development Review Team. The conditions and technical corrections are also listed in Exhibit A.

#	CONDITIONS OF APPROVAL	Dept/ Division	To Be Completed
1	Add bicycle parking to the southwest corner	MPO	Prior to Signature Sheet Process
2	Connect trail to the Diverging Diamond Trail	MPO	Prior to Signature Sheet Process
3	Shall comply with Section D106 Multiple-Family Residential Developments. Shall comply with the remoteness provision.	Fire Prevention	Prior to Planning Commission

III. EXECUTIVE SUMMARY

The Villa Sendero apartment development (Case # 2019-1330) was approved by the Planning Commission on January 23, 2020 for a 252-unit multi-family apartment community. The development is currently under construction on an 11.4-acre site located at 5132 Beckner Road. The applicant, Villa Sendero, LLC, is now requesting an amendment to the Villa Sendero Development Plan for Phase II of the project that includes the addition of an approximately 1-acre parcel to the southwest of the subject property, located directly south of the Fashion Outlets of Santa Fe, totaling approximately 12.4 acres. The additional parcel will facilitate the construction of 24 additional units of multi-family housing, comprised in a single 3-story building. In addition, within the original parcel, a fitness building will be replacing an 18-unit apartment building. These changes amount to a net gain of six units to the Villa Sendero project to total 258 units. Other minor changes include the drive aisle extending to the adjacent 1-acre parcel as well as the multi-use trail moving to the south edge of this road. The overall site and surrounding area is zoned C-2 (General Commercial). Multi-family residential development is a permissible use in the C-2 district.

The Applicant has indicated, at the time this application was submitted, that the additional 1-acre parcel is owned by CSM Properties, LTD and is under contract to be purchased by Villa Sendero, LLC. When the purchase is complete, the Applicant will submit a lot line adjustment to fully incorporate the 1-acre parcel into the Villa Sendero development.

The proposed development plan requires Planning Commission approval as it will be new construction exceeding 10,000 square feet per Subsection 14-3.8(B)(3)(b). The additional 1-acre site will add 26,499 square feet and with Phase I, will total 257,621 square feet of new construction.

Subsection 14-3.19(D)(1) states that development plan amendments *"shall be the same as those that apply to a new application for the type of approval proposed for amendment, unless a specific alternative procedure is provided in this section or elsewhere in Chapter 14."* The Commission's review of this

development plan amendment will therefore focus on compatibility with surrounding uses and consistency with applicable site design standards.

Staff's analysis finds that the applicant has addressed the necessary findings per Subsection 14-3.8(D) "Approval Criteria and Conditions" and recommends ***APPROVAL*** subject to conditions of approval identified in Section II of this report and technical corrections in Exhibit B.

Should the Commission approve this application, the development plan will be recorded and the project will proceed to construction permit review. No other public review procedures apply to this project.

IV. PROJECT DESCRIPTION

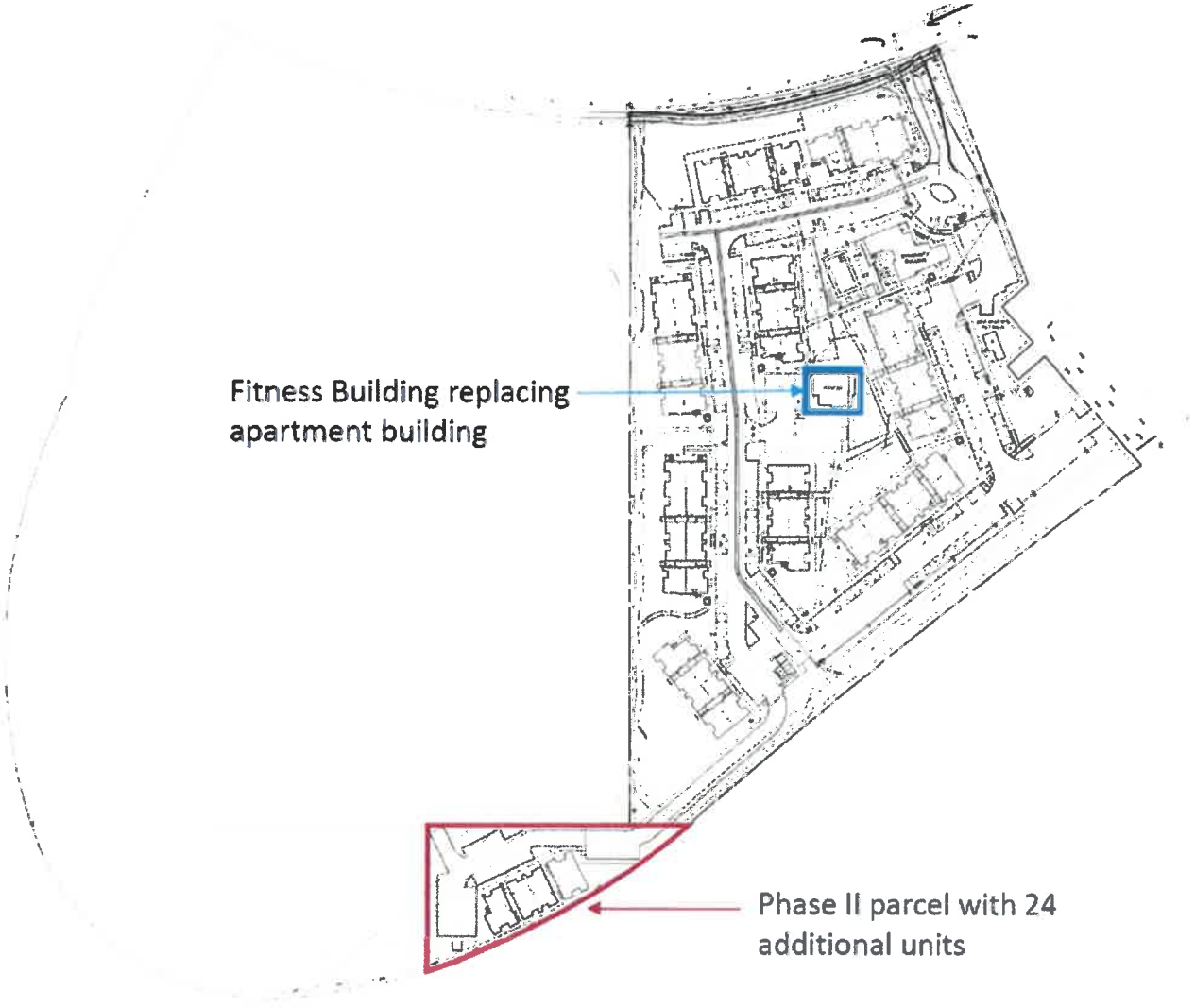
The original 11.4 acre site is shown below with the addition of a one acre parcel to its southwest, just south of the Fashion Outlets Santa Fe mall to accommodate a 24 unit building.



Vicinity Map
(as provided in the Terrain Management Report)

The Project consists of 10 three-story buildings of one-, two- and three-bedroom units (Phase I: 9 buildings + Phase II: 1 building), 1 community building, and 1 fitness building.

- 5,000 square foot community building with lobby, party room and demonstration kitchen, billiards room, game room, social lounge with kitchenette, mailroom, and leasing offices
- 2,500 square foot fitness building
- Outdoor community areas include pool/spa, children's play area, patio area with grills and fire pit, and dog park
- Surface and covered parking
- Multi-use trail that connects with existing trail system at Las Soleras
- Landscaped areas and hardscaped pedestrian spaces

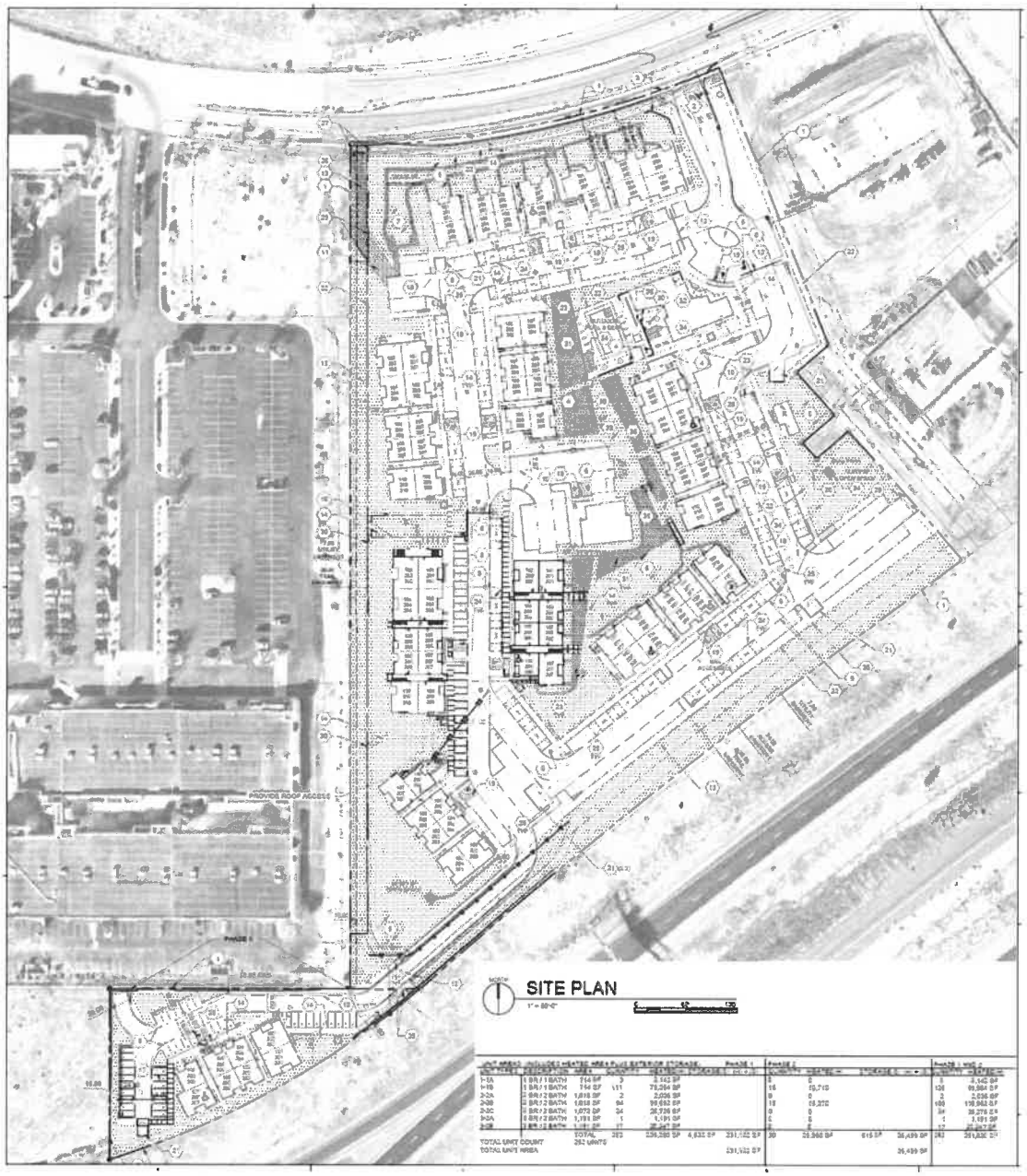


- Phase I is currently under construction

- Development Plan Amendment proposes:
  - Replacing an apartment building with a fitness building (18 units removed)
  - Construction of 24 additional units comprised in single 3-story building on Phase II parcel (24 units added)
  - Proposed project total 258 units (252 units in Phase I minus the removal of a centrally located 18 unit building for a fitness center plus a 24 unit building in Phase II)
  - Net gain of 6 units (approved for 252 units)
  - Drive aisle will extend to adjacent parcel, with the trail to be moved to the south edge of the rive aisle.
  - Development Plan Amendment Parking:
  - Total Provided Parking Spaces: 446
    - Total Required Parking Spaces; 356

The size and breakdown of the 258 units and other buildings are as follows (as shown on the Site Details page DP1-1 in the Applicant's plan set.):

BUILDING AREAS (GROSS HEATED)					
BLDG NAME	BLDG TYPE	1ST FLR	2ND FLR	3RD FLR	TOTAL
A	2	6,391 SF	6,349 SF	6,349 SF	19,089 SF
B	3	6,689 SF	6,647 SF	6,647 SF	19,983 SF
C	3	6,689 SF	6,647 SF	6,647 SF	19,983 SF
D	1	9,121 SF	9,082 SF	9,082 SF	27,285 SF
E	2	6,391 SF	6,349 SF	6,349 SF	19,089 SF
F	1	9,121 SF	9,082 SF	9,082 SF	27,285 SF
G	3	6,689 SF	6,647 SF	6,647 SF	19,983 SF
H	3	6,689 SF	6,647 SF	6,647 SF	19,983 SF
I	1	9,121 SF	9,082 SF	9,082 SF	27,285 SF
J	1	9,121 SF	9,082 SF	9,082 SF	27,285 SF
COMMUNITY BLDG		4,463 SF			4,463 SF
BIKE STORAGE/PET WASH		679 SF			679 SF
POOL EQUIPMENT		277 SF			277 SF
FITNESS BUILDING		2,604 SF			2,604 SF
TOTAL PHASE 1					235,273 SF
L	3	6,689 SF	6,647 SF	6,647 SF	
TOTAL PHASE 2					19,983 SF
TOTAL PHASE 1 AND 2					255,256 SF
BUILDING AREAS (COVERED)					
BLDG NAME	BLDG TYPE	1ST FLR	2ND FLR	3RD FLR	TOTAL
A	2	1,786 SF	1,215 SF	1,231 SF	4,232 SF
B	3	1,732 SF	1,171 SF	1,199 SF	4,102 SF
C	3	1,732 SF	1,171 SF	1,199 SF	4,102 SF
D	1	2,259 SF	1,663 SF	1,683 SF	5,875 SF
E	2	1,786 SF	1,215 SF	1,231 SF	4,232 SF
F	1	2,259 SF	1,663 SF	1,683 SF	5,875 SF
G	3	1,732 SF	1,171 SF	1,199 SF	4,102 SF
H	3	1,732 SF	1,171 SF	1,199 SF	4,102 SF
I	1	2,259 SF	1,663 SF	1,683 SF	5,875 SF
J	1	2,259 SF	1,663 SF	1,683 SF	5,875 SF
COMMUNITY BUILDING		517 SF			517 SF
BIKE STORAGE/PET WASH		101 SF			101 SF
FITNESS BUILDING		2,777 SF			2,777 SF
TOTAL PHASE 1					51,767 SF
L	3	1,732 SF	1,171 SF	1,199 SF	
TOTAL PHASE 2					4,102 SF
TOTAL PHASE 1 AND 2					55,869 SF



Access, Traffic and Parking

The original development plan (Phase I) has been fully reviewed and approved with construction underway. The overall development will be accessed via Beckner Road by means of a full access driveway at the northeast corner of the site. A secondary emergency access from Beckner Road will be constructed at the property's northwest corner.

The development plan proposes a total of 440 parking spaces distributed throughout the overall site which exceeds the City's required 356 spaces by 84 spaces. The Applicant shows 140 of these as covered spaces. The 14 bicycle spaces to be dispersed throughout the site are in compliance with Table 14-8.6-3 which requires 12 spaces for 100 or more parking spaces. The MPO requires bicycle spaces to be added to the southwest corner of the site.

PARKING CALCULATION PHASE 1: REQUIRED (14-8.6 SFCC)	
111 UNITS x 1.25 SPACES/UNIT (<800 SF UNITS)	= 139 SPACES
123 UNITS x 1.5 SPACES/UNIT (800-1200 SF UNITS)	= 185 SPACES
SPACES REQUIRED	= 324 SPACES
(INCLUDES 11 STANDARD ACCESSIBLE SPACES AND 2 VAN ACCESSIBLE SPACES)	
SPACES PROVIDED	= 397 SPACES
COVERED PARKING	= 140 SPACES
PARKING CALCULATION PHASE 2:	
15 UNITS x 1.25 SPACES/UNIT (<800 SF)	= 19 SPACES
9 UNITS x 1.5 SPACES/UNIT (800-1200 SF)	= 14 SPACES
SPACES REQUIRED	= 32 SPACES
(INCLUDES 1 STANDARD ACCESSIBLE SPACES)	
SPACES PROVIDED	= 43 SPACES
TOTAL PARKING PROVIDED PHASE 1 AND PHASE 2:	**440 SPACES**
BICYCLE PARKING (TABLE 14-8.6-3)	
REQUIRED: 100 OR MORE AUTOMOBILE SPACES; 12 BICYCLE SPACES REQUIRED	
PROVIDED: 14 BICYCLE SPACES DISPERSED ACROSS THE SITE	

Fire Protection and Emergency Access

Fire and emergency access was reviewed and approved for Phase I. The drive aisle will be extended to the one acre site which will have a modified hammerhead to give access to the new 24 unit building. (See Fire Access Plan on sheet C-303 in the Applicant's plan set.) All buildings will be equipped with automatic fire suppression and, in accordance with IFC requirements, the drive lanes will be 26 feet wide to serve the three-story buildings. Access to the resident parking areas will be controlled by vehicular gates which will be equipped with emergency strobes.

A secondary emergency access from Beckner Road will be constructed at the property's northwest corner, which will be incorporated into the northernmost segment of the new trail. The requisite 20-foot drivable surface will be achieved through the addition of two 5-foot base course shoulders to the 10-foot asphalt trail that connects the parking lot in the northwest corner to the trail along the west property line out to Beckner Road. (See Sheet C-504- "Trail Plan and Profile" in the Applicant's Plan Set.) Removable bollards will be installed adjacent to the sidewalk to prevent trail access by prohibited motorized vehicles

Terrain Management, Landscaping and Archeological

The property is fairly flat with few trees and shrubs and is not in the floodplain. The Project is located within the Suburban Archaeological District. Per the attached NMCRIS map from the State Historic Preservation Division, the property has been surveyed and there are no archaeological sites on the parcel. (See Exhibit F: Applicant submittals)

No naturally occurring 30% slopes exist on the property. Some isolated man-made 30% slopes exist along the southern portion of the west boundary. Stormwater will be directed to a series of decentralized detention ponds incorporated into the open space and landscaped areas, which will overflow into Beckner Road. The on-site detention is adequate to ensure that historic flows will not be increased.

Water & Sewer

A new public 8" water main will be constructed on-site, connecting to the existing 12" public main in Beckner Road, with a looped connection to the existing 8" main on the Fashion Outlet property. The Project's annual water demand, as identified for Phase I, is as follows and will be revised to reflect the additional 6 units (258 total units) to result with Phase II.

- 252 dwelling units x 0.13 afy/unit = 32.87 afy
- 9.8% Contingency per SFCC §14-8.13(E)(1) = 3.22 afy
- Total Annual Water Budget 36.09 afy

Lighting & Signage

The Site Lighting and Photometric Plans shows site lighting in the parking areas via two types of LED fixtures mounted at a height of 16 feet. A few areas on the plan require reduction in lighting that exceeds the maximum 2.5 foot candles.

Open Space, Parks and Trails

Per SFCC §14-7.5(D)(8)(c), in the C-2 district a minimum of 250 square feet of open space is required per ground floor dwelling unit. The open space shown on the development plan well exceeds the required open space:

- Required Open Space: 250 s.f. x 84 = 21,000 s.f. (0.48 acres)
- Provided Open Space: 190,176 s.f. (±4.36 acres)

Landscaping is provided in accordance with City Code requirements and plantings include a combination of deciduous and evergreen trees, shrubs, and ornamental and native grasses. Stormwater collection swales are a key feature in the landscaped open space and will serve to maximize passive water harvesting and infiltration.

The 10-foot asphalt public trail will be constructed along the property's south and west boundaries, which will connect to the sidewalk on Beckner Road and eventually to future trails planned for the area. A twenty-foot wide public, non-motorized trail easement will be dedicated to the City of Santa Fe. Several connection points are provided from the Project's pedestrian areas to the trail. The trail will be located along the south side of the extended drive aisle to the new 1 acre parcel. The MPO staff is requiring the trail connect further to the west beyond their site to the trail, as shown here:

The MPO states in their review, that the new southwest addition of residential units does not have any bicycle parking specified. The other locations are too far to be useful to these residents so this section should include its own bicycle parking. The minimum number of bicycle spaces is being met, however given the size of the development, additional bicycle parking is recommended.

Regarding any trail connections to the west, the possibility exists to provide a beneficial connection from the Villa Sendero trail to the Diverging Diamond Trail. The Diverging Diamond Trail (below in green dash) provides a safe connection under I-25 to the Rail Runner 599 Station, businesses, and county trails. The

Villa Sendero development will be approximately 800 feet from the completed Diverging Diamond Trail and if connected would provide safe access for residents to this amenity.



Affordable Housing

The project will meet the requirements of the affordable housing ordinance for rental properties by paying a fee in-lieu of constructing affordable units to the Affordable Housing Trust Fund, as allowed by Section 14-8.11. A revised affordable housing proposal has not yet been submitted to reflect the additional 6 units that this amended development plan would yield.

V. DEVELOPMENT PLAN APPROVAL CRITERIA

Chapter 14 requires the Planning Commission to make the following findings to approve a development plan:

Approval Criteria- Necessary Findings (Section 14-3.8D))

Criterion 1: **Planning Commission is empowered to approve the plan under the section of Chapter 14 described in the application;**	**Criterion Met:** (Yes/No) **YES**

Applicant's Response:
"SFCC §14-2.3 (C)(1) states, " the planning commission shall review and approve or disapprove various specific development plans, requests and subdivision plats. When specifically authorized by Chapter 14, the decision of the planning commission is final, subject to any appeal right provided in this chapter."

Staff Response:
Staff concurs with the Applicant's response. The Planning Commission is empowered to approve this proposal for a development plan as per Subsection 14-2.3(C)(1).

Criterion 2: **that approving the development plan will not adversely affect the public interest; and**	**Criterion Met:** (Yes/No) **YES**

Applicant's Response:
"This project serves the public interest through the provision of much-needed housing proximate to employment and services, the construction of a new public trail, preservation of 4.36 acres of open space, and significant contribution to the Affordable Housing Trust Fund."

Staff Response:
The public interest is not defined, however ordinances, Chapter 14, and the General Plan were adopted by elected officials who serve as the public interest. This proposal satisfies the regulations in Chapter 14 and fulfills the 4-4-G-1 section of the General Plan with regards to infill with residential development.

Criterion 3: **that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.**	**Criterion Met:** (Yes/No) **YES**

Applicant's Response:
"The subject property is located in a mixed-use area comprising significant commercial, institutional, and multi-family development. The proposed use and scale of the Project is compatible with land uses in the vicinity."

Staff Response:
Staff concurs with the Applicant's response. The Project is in a C-2 (General Commercial) District and is surrounded by a mall, hospital, senior living, and both multi-family and single family residential development and is adjacent to Interstate 25 to the south, and a veteran's clinic and a PNM substation to the east. The Applicant has stated that the buildings will have acoustically-rated windows that reduce exterior noise levels inside of units to an acceptable level by HUD standards. Therefore the Project is compatible with the surrounding uses.

VII. EARLY NEIGHBORHOOD NOTIFICATION

An Early Neighborhood Notification Meeting was held virtually on May 3, 2021, via zoom. No members of the public attended. The Applicant presented a slide show to the City staff person and the development team that featured an overview of the project, architectural renderings, and other relevant information.

VII. EXPIRATION

The final development plan proposal will expire three years from the date of final action (approval of the findings of fact and conclusions of law) by the Planning Commission. Should the Commission approve the development plan and adopt the findings as proposed, the expiration of the final development plan will be August 5, 2024.

VIII. ATTACHMENTS

EXHIBIT A: Technical Corrections

EXHIBIT B: Development Review Team Memoranda

1. Landscape Review, Lawrence Rivera
2. MPO Review, Leah Yngve
3. Solid Waste Division, Eric Lucero
4. Fire Prevention, Geronimo Griego
5. Wastewater Review, Stan Holland
6. Traffic Review, Wilson & Company (on contract with City)
7. Technical Review, Dee Beingessner
8. ADA Review, Jason Kluck

EXHIBIT C: Findings of Fact and Conclusions of Law

EXHIBIT D: MAPS & PHOTOS

1. Future Land Use
2. Current Zoning
3. Aerial Photo

EXHIBIT E: ENN Materials

1. City ENN Notes
2. ENN Guidelines

EXHIBIT F: Applicant Submittals

1. Development Plan Amendment Application
2. Full Plan Set
3. Grading and Drainage Plan

APPROVED BY:

Title	Name	Initials
Interim Land Use Department Director	Jason Kluck	
Land Use Planner Manager	Noah Berke	NLB
Land Use Department Senior Planner	Donna Wynant	DJW

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3804 – Villa Sendero Development Plan Amendment for Phase II
Owner's/Applicant's Name – Villa Sendero, LLC, CSM Properties, LTD
Agent's Name – Dekker/Perich/Sabatini- Will Gleason

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Dekker/Perich/Sabatini- Will Gleason, as agent for Villa Sendero, LLC, CSM Properties, LTD. The Applicant requests approval of a development plan amendment for Phase II of the Villa Sendero development (Project) to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Project also includes a fitness building to replace an apartment building in Phase I, which will result in a net gain of 6 units to the Villa Sendero project and a total 258 units, and minor changes to a drive aisle and multi-use trail. The Property totals approximately 11.4 acres, is zoned C-2 (General Commercial) and is located at 5132 Beckner Road.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The C-2 zoning district allows for multi-family residential development when it is part of a use for which a development plan is required.
2. The Project consists of 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Project also includes a fitness building to replace an apartment building in Phase I, which will result in a net gain of 6 units to the Villa Sendero project and a total of 258 units, and minor changes to a drive aisle and multi-use trail.
3. Under the Santa Fe City Code (SFCC) Section 14-3.8(C)(4), the planning commission has the authority provided in Section 14-3.19(D) to amend development approvals.
4. Under SFCC Section 14-2.3(C)(2), the "planning commission shall review and approve or disapprove amendments [to development] plans . . . previously approved by the planning commission."
5. Under SFCC Section 14-3.19(D)(1), "[p]rocedures for substantive amendment or revisions to final actions to approve development shall be the same as those that apply to a new application for the type of approval proposed for amendment, unless a specific alternative procedure is provided in this section or elsewhere in Chapter 14."
6. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(iv) & (xi)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].

7. A pre-application conference was held on January 7, 2021.
8. The Applicant conducted a virtual ENN meeting on May 3, 2021, using Zoom.
9. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
10. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
11. Code Section 14-3.8(C)(1) requires applicants for development plan approval to submit certain plans and other documentation that show compliance with applicable provisions of the Code (Submittal Requirements).
12. City Land Use Department staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Code requirements and provided the Commission with a written report of its findings (Staff Report).
13. Staff recommended that the Commission approve the development plan amendment, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
14. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
15. SFCC Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC Section 14-3.8(D).
16. At the hearing, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
17. SFCC Section 14-3.8(D)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before a development plan may be approved.
18. Specifically, under SFCC Section 14-3.8(D)(1), to approve a development plan the Commission must make the following findings: (a) that it is empowered to approve the plan under the section of Chapter 14 described in the application; (b) that approving the development plan will not adversely affect the public interest; and (c) that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.
19. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to approve the development plan amendment under SFCC Sections 14-2.3(C)(1)-(2), 14-3.8(B)(4), and 14-3.19(D)(1).
20. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Commission finds that the Applicant has failed to demonstrate that the development plan amendment would not adversely affect the public interest.
21. The Commission finds that the development plan amendment would adversely affect the public interest because the amendment would result in the construction of an additional three-story building close to I-25, which would negatively impact the view shed into the City.
22. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Commission finds that the proposed use and associated three-story building is not compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the Project.
23. The Commission finds that the proposed location for the additional three-story building would not be set back an adequate distance from I-25, as required to protect the view shed

into the City, and that the height and scale of the Project is not compatible with the surroundings, including I-25 and the adjacent Santa Fe Outlet Mall.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. The Commission has the authority under Chapter 14 of the SFCC to review and approve the Applicant's proposed development plan amendment subject to conditions.
2. The Applicant has complied with the Submittal Requirements.
3. The Applicant complied with all procedural requirements.
4. The development plan amendment should be denied because the Applicant has failed to meet all criteria required for approval of the development plan amendment.

WHEREFORE, IT IS ORDERED ON THE 19th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

The Development Plan Amendment is denied.

Brian Gutierrez
Chairperson

08-31-2021
Date:

FILED:

Kristine Mihelcic
Kristine Mihelcic (Sep 2, 2021 14:40 MDT)

Kristine Bustos-Mihelcic
City Clerk XIV

8/31/21
Date:

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

August 11, 2021
Date

SUMMARY INDEX
PLANNING COMMISSION MINUTES
AUGUST 5, 2021

ITEM	ACTION TAKEN	PAGE(S)
A. Roll Call	Quorum Present	1
B. Pledge of Allegiance	Recited	1
C. Approval of Agenda	Approved as published	4
D. Approval of Minutes	Approved	4
E. Findings & Conclusions	None	4
F. Old Business	None	4
G. New Business		
1. Policy Subcommittee recommendations for Cannabis Legislation.	Discussed	4-10
2. Case #2021-3809. Southside Teen Center Development Plan	Approved	10-13
3. Case #2021-3804. Villa Sendero Dev. Plan Amendment	Denied	13-23
4. Case #2021-3805. Aleksander Estates Subdivision. General Plan Amendment.	Approved	23-27
5. Case #2021-3806. Aleksander Estates Subdivision. Rezoning	Approved	21-
6. Case #2021-3807. Aleksander Estates Subdivision. Preliminary Dev. Plan	Approved	21-
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H.	Staff Communications	Comments	27-28
I.	Matters from the Commission	Comments	28
J.	Adjournment	Adjourned at 9:56 pm	28

MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, August 5, 2021 - 6:00 pm
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Planning Commission was called to order by Chair Gutierrez on the above date at approximately 6:00 p.m. at a virtual meeting.

A. ROLL CALL

Roll Call indicated the presence of a quorum for the meeting.

Members Present
Commissioner Brian Patrick Gutierrez, Chair
Commissioner Janet Clow, Secretary
Commissioner Pilar Faulkner (left at 7:43 pm)
Commissioner Jessica Lawrence
Commissioner Lee Garcia
Commissioner Dominic Sategna

Members Absent
Commissioner Mark Hogan, Vice Chair (excused)
Two vacancies

Others Present:
Mr. Jason Kluck, Interim Land Use Director
Mr. Noah Berke, Planning Manager
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa D. Byers, Stenographer

NOTE: All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Land Use Department.

B. PLEDGE OF ALLEGIANCE

Commissioner Faulkner led the pledge of allegiance.

C. APPROVAL OF AGENDA

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the agenda, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

D. APPROVAL OF MINUTES

1. July 1, 2021

MOTION: Commissioner Faulkner moved, seconded by Commissioner Clow to approve the minutes of July 1, 2021, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

E. APPROVAL OF FINDINGS/CONCLUSIONS

None

F. OLD BUSINESS

None

G. NEW BUSINESS

1. **Policy Subcommittee recommendations for Cannabis Legislation.**

Commissioner Faulkner thanked staff and fellow Subcommittee members for their work. She believes they have something workable. The full report is attached as Exhibit "1".

REPORT

In the 2021 Special Session, the New Mexico Legislature adopted the Cannabis Regulation Act (House Bill 2), which legalized recreational cannabis use by adults twenty-one (21) years old and over. The Act, which took effect on June 29, 2021, allows local jurisdictions to adopt zoning and land use regulations but limits the extent of local

regulatory authority. The Policy Subcommittee requested input from the full Planning Commission on their recommendations. Following input from the Planning Commission, the Policy Subcommittee will work with Staff to incorporate the recommendations into draft amendments to the Land Development Code, as set forth in Chapter 14 of the Santa Fe City Code. The resulting legislation will require review at public hearings before the Planning Commission and Governing Body before adoption.

RECOMMENDATIONS

Mr. Berke referred to his memo of the State's outline of what the City and the Commission could and could not do.

He reviewed the Policy Subcommittee recommendations:

- The adoption of a minimum distance between commercial retail establishments, as measured from the property lines of a parcel, to avoid the potential negative consequences that might result from concentrating retail establishments. They recommend a uniform minimum distance across the city to promote equitable requirements in all areas of town and for ease of enforcement.

- Limiting commercial retail establishments to operating hours of 7 AM – 12 AM (midnight). This would be consistent with what Santa Fe County has adopted.

- Cannabis establishments should be located no closer than 300 feet from a school or daycare center. The Policy Subcommittee does not recommend a minimum distance from religious institutions or residentially zoned districts. The Policy Subcommittee notes that existing provisions in Chapter 14 require up to an 8 foot wall and a 15 foot landscape buffer between commercial uses and residentially zoned districts, which appear sufficient to address potential residential concerns about noise and odor. To further protect residential neighborhoods, the Policy Subcommittee also recommends prohibiting home occupations that involve commercial cannabis activities, which would be consistent with what Santa Fe County has adopted.

- A Special Use Permit should be required for all outdoor commercial growing operations; all large growing operations (22,000 sq. ft. of canopy or more); and all growing operations in C-2 and BIP districts.

- The City should adopt regulations to allow recreational cannabis consumption areas, but not as part of the initial legislation currently under way. The Policy Subcommittee recommends that consumption areas should be prohibited until the City has had an opportunity to conduct further study and obtain additional input from the community and stakeholders.

- Various types of cannabis establishments should be added to the Table of Permitted Uses.

- Regarding safety and security, House Bill 2 requires the Cannabis Control Division of the New Mexico Regulation and Licensing Department to adopt regulations to address security requirements, and comprehensive draft regulations have been published for comment. The Policy Subcommittee intends to review the regulations when they have been promulgated and made available to the public to ensure they are appropriate for the City of Santa Fe. The Policy Subcommittee intends to propose additional legislation if any gaps are identified.

- Regarding odor and ventilation, the Policy Subcommittee notes that existing building and fire codes and the City's nuisance ordinance likely address most of the concerns about preventing nuisance odors and ensuring safe, well-ventilated operations. The Policy Subcommittee recommends adding some general language to Chapter 14 to further address these issues, based on provisions that have been adopted by the City of Albuquerque and the County of Santa Fe.

- The Policy Subcommittee recommends that the City continue to issue media releases to alert the public to additional opportunities to provide input at upcoming Planning Commission and Governing Body meetings. Additional public input will also be sought for the regulations for cannabis consumption areas.

- The definitions in Chapter 14 should be consistent with State and County definitions, as customized to describe various types of land uses.

PUBLIC HEARING

There were no public comments.

COMMISSION DISCUSSION

Chair Gutierrez thanked the Subcommittee for their hard work.

Commissioner Garcia asked about the timeframe for the sale of cannabis. He asked if, like alcohol sales, sales on Sundays had to be after 12 p.m.

Commissioner Faulkner explained the State recently changed the alcohol sales laws. The Subcommittee followed some of the alcohol sales laws, but Sundays was not discussed.

Attorney Paez confirmed the State changed law concerning alcohol sales on Sundays.

Commissioner Garcia asked how the dispensing of recreational marijuana works within the guidelines to dispense medical marijuana.

Attorney Paez said medical retail is treated as pharmacies and apothecaries. They have a broader permit area use than recreational cannabis sales.

Commissioner Faulkner said she had one concern after talking with the State Licensing and Regulations Division superintendent. He told her all medical facilities licenses come due by the 31st of August. They can open a commercial facility and with their new license split their commercial and medical consumption. She thought until the State addresses the regulations around consumption and retail, they will not be able to do a lot.

Attorney Paez agreed. Under State law the City needs to grandfather them and anyone newly entering the commercial or retail that wants to do both medical and recreational, will have to comply with the new retail use being established.

Commissioner Garcia asked how a current grandfathered location outside the parameters of the recommendations would be handled if it becomes noncompliant.

Attorney Paez explained a facility that is currently licensed would be a legal nonconforming use and is allowed to continue but could not expand. They cannot be made to relocate either.

Commissioner Faulkner said the State is not clear if a medical facility that only does consumption, can expand into retail, production and/or manufacturing. Their current license allows them to expand outside that location per the State license. She didn't think there was a lot the City could do because they are grandfathered in. She said we cannot prohibit them from doing business.

Director Kluck suggested the illustrations of the buffer zones, etc. be shown.

Chair Gutierrez asked if there are existing facilities within 300 feet of anything recommended to be prohibited.

Mr. Berke said he wasn't sure, but if so, they will be grandfathered. He noted the map with the zones and explain the focus is to show distances between property lines and density to determine the limitations for the City.

Chair Gutierrez asked if the 300 feet recommendation went forward would that limit the areas in red.

Attorney Paez said yes. They want to determine whether to have minimum distances between establishments and if so, what the distance should be. The red area shows within 300 feet.

Commissioner Garcia said he could see the majority of where the medical are within the same location. His other concern is that new businesses will target the areas where the current medical facilities are that have more traffic and easy access

Chair Gutierrez asked if the buffer zone could propose keeping the existing medical facilities 300 feet away.

Attorney Paez said the current recommendations do not include that. The existing medical facilities will likely serve both and expand into commercial. Depending on the buffer zone established around the existing retail establishments, which could preclude new ones coming in.

Chair Gutierrez suggested they look at including the existing to avoid overlap.

Mr. Berke referred to the downtown location on the map. He noted requests are pending for retail establishments. He said it is important to understand the recommendation determined as a distance should not monopolize a retail area and should provide a market for economic development. The Commission should consider each of the distances downtown; the number of properties, addresses that would be affected and disqualified at each distance.

Commissioner Clow said there was concern where new businesses would open, especially downtown, and makes sense to have a buffer. Albuquerque has 600 feet between businesses, and a one-year moratorium on retail businesses in Old Town. They were concerned the character and current economics would change in Old Town. The County did 200 feet instead of 600, because they don't have as much commercial space. It makes sense to have limits and why the subcommittee recommended a range between 300 and 600 feet and to get public and City Council input.

Chair Gutierrez asked if the Commissioners had discussed a moratorium in the Plaza area.

Commissioner Clow said she mentioned that, but others in the subcommittee didn't like that idea. After listening to the other members, she was convinced if they buffer the density they could reach the goal and not change the character of downtown.

Commissioner Faulkner added that the members felt strongly the challenge is to balance the density buffers in all districts. They want to avoid making the buffer downtown so large that it pushes cannabis into the rest of the city. It should be uniform throughout and in alignment with the State. The State legislation intent is to avoid clustering cannabis in the cities and to be uniformly spread out. If the Policy Committee recommendations are followed, the buffer determined for downtown, will be the same throughout the city.

Chair Gutierrez asked Commissioner Faulkner to bring up the discussion in the

subcommittee about a buffer zone for already established medical facilities.

Commissioner Sategna said the map demonstrates that Santa Fe is unique, and it doesn't have a lot of places where new retail can be, like Albuquerque. Also, Santa Fe not only has density downtown that is distinct, but the denseness of the buildings within that space is unique. He noted that a 600-foot buffer would eliminate another establishment and while it might protect the downtown area, they should consider whether it is equitable to other businesses that want to go into the area. They should ask if 600 feet is too restrictive, given the density and available retail space.

He said the majority of the Policy Committee did not believe that one district should be treated any differently than any other. Staff also agreed that is consistent with New Mexico law.

Attorney Paez said she does have concerns about a moratorium and the City Attorney's Office is not inclined to recommend that. State law emphasizes entry into this new economy and a need to foster smaller, local businesses as well as equity. In addition, the City cannot do anything that would prohibit a licensee from operating.

Commissioner Faulkner said she tracked the hearings at the Legislature on cannabis. There is a definite benefit to have cannabis in areas of town with the highest number of tourists. And there are unintended consequences, including that it is better to have people who buy cannabis when the GRT is from out-of-state. That offsets the cost of cannabis by boosting areas of town that will have the most traffic for buyers. However, if you're not careful, you risk overwhelming some city traditions and values.

She contacted the land-use departments in several cities like Los Angeles, Boulder, Denver, Las Vegas, etc. Cannabis can overwhelm the downtown area and they have to strike a balance of high traffic, but not overwhelming. The challenge is getting the benefits without losing the traditional Santa Fe they want to protect.

Chair Gutierrez asked Mr. Berke about the special use permits for locations indoors and whether that includes I-1 and I-2 in the memo.

Mr. Berke said that was the intent to include I-1 and I-2.

Being that there were no public comments, Chair Gutierrez closed the public hearing at this time.

Commissioner Faulkner said the Policy Committee would appreciate the Commission's feedback regarding the 300-600 feet range. She will work with staff to ensure the public is aware they could provide input through the Planning Commission, so they have more community feedback.

Chair Gutierrez asked that Commissioners forward their comments to Mr. Berke to forward to the subcommittee.

Commissioner Sategna noted they might have noticed under Growing, that many of the various categories are permitted in the same areas. He thought it important to point out they are placeholders and why they were created. He explained the State defines by numbers of plants. That doesn't necessarily include the size of the growing operation and 200 plants can be grown in a 20 square foot greenhouse or an entire acre. The Planning Commission deals with the built environment and square footage is very important and why they have the various sizes, extra small, small, medium, and large. It is based on canopy size with indoors based on the lighting canopy and outside on the growing canopy. They may need to make modifications to limit the micro businesses because it is only based on 200 plants.

2. **Case #2021-3809. Southside Teen Center Development Plan**. Wilson & Company, Agent for the City of Santa Fe, owner, requests final development plan approval for construction of a new teen center to be located at the southwest corner of Valentine Way and Country Club Road, approximately 500 feet north of Jaguar Drive. The teen center will comprise a building of 17,188 sq. ft. to be constructed and operated by the City of Santa Fe, along with on-site parking and open space area(s). The property is located within the Tierra Contenta Master Plan Area Phase 1A, as Tract 11, zoned PRC (Planned Residential Community) and is approximately 1.81 acre in size. (John Neunuebel, Case Manager)

STAFF REPORT

The proposed Southside Teen Center development plan will provide for the construction of a 17,188 sq. ft-building to be utilized as a teen center operated by the City of Santa Fe, along with on-site parking and open space area(s). The subject 1.8 acre project site is located on a larger City-owned, 4.5-acre parcel within the Tierra Contenta Master Plan area located at 6600 Valentine Way. Other nearby public facilities include the City's Southside Public Library located to the east (east side of Country Club Road), the Santa Fe Family YMCA located to the west, and the Boys and Girls Club is located to the south. The Family Advocacy Center, a social services provider, is located to the north (north side of Valentine Way).

STAFF RECOMMENDATION

The proposed Southside Teen Center Development Plan meets all applicable development standards and will not create non-conformities with either Chapter 14 Land Development or the Tierra Contenta Master Plan; therefore, staff are recommending APPROVAL, subject to conditions of approval and technical corrections outlined in this report.

APPLICANT'S PRESENTATION

Brett Beaty, 4512 Jupiter St. NW., Albuquerque, was sworn in. He said this is an important project for the City of Santa Fe. He showed the site plan and described the location of the property. The proposed plan is on the corner with residential neighborhoods surrounding them and it fronts the street. There is no abrupt change of elevation, and the parking is shielded in the back. The play area is protected and there is potential for future additional parking. There are pedestrian connections to the library and adjoining neighborhoods. The purpose of the facility is primarily for teenagers between nine and 14 years who mostly walk, bike, or are dropped off. There is a main control desk, because of the importance of knowing who comes and leaves. He described various rooms of the floor plan. The elevation plans were shown and renderings of how massing would be reduced. The building is primarily stucco with ceramic tile with some translucent panels to give light to the interior. Views were shown of the courtyard, stage, kitchen and gymnasium areas. One change since the renderings is they have canopies with photovoltaics to reduce the heat and generate electricity. They hope to have the building LEED Certified, so the parking lot will be shaded and covered.

PUBLIC HEARING

Elena Gonzales, 20 Rael Lane, was sworn in. She is a youth leader from Earth Care and Yucca (Youth United for Climate Crisis Action). She said they are very excited about the teen center, and they have engaged parents and peers in learning about the teen center. They held planning meetings, attended the public neighborhood meetings, and met with their area City Councilor and the Mayor's Youth Advisory Board. The youth of the community, especially the Southside community, are ready to lead the process. They want to be sure they have a seat at the table. They are from the area and have a stake not only in this project, but all projects proposed for their community. She referred to a presentation they created from the input they gathered that has been given to Mr. Berke. The presentation includes a slideshow, a video and a report conducted with extensive community engagement. The Power Point presentation is attached as Exhibit "1".

Ms. Gonzales shared a few slides. She said Mr. Berke could share the folder with the complete presentation with the Commission. Included are important recommendations on things inside the building, accessibility, overall safety, and leadership, including staff and governance and decision making at the teen center. She asked that the teen steering committee be allowed a seat at the table to have a strong leading voice, and that their recommendations, from many people in the community, be included in the process.

Gabe Romero, 2195 West Zia Road was sworn in. He said he was curious whether there has been discussion about the charter school that had identified this location for their school. They have an application in to become a district charter school in Santa Fe.

Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Faulkner said this has been a dream for the people in Tierra Contenta for the last 15 to 20 years. It is vital for the community and this facility would definitely help the at-risk populations. She said it is exciting to see the teen center going in and has been a long road to get to this point. She commended the young people who are helping and believed it important they have a voice at the table and stay involved. She urged the Commissioners to support the project.

Commissioner Garcia said he would echo Commissioner Faulkner. It is very much needed. He gave kudos to Ms. Gonzales and the youth helping to get this through and hoped their ideas can become a part of the project.

Commissioner Garcia said looking at the use on the site plan, he wondered other than the indoor weight room and gymnasium, if there would be things like a skate park, outside.

Sam Burnett, 131 Sam Street, was sworn in. Mr. Burnett is the City of Santa Fe representative for this project. He explained the project is broken into two phases. Phase 1 is focused on the building and surrounding landscape. Phase 2 will include expansion of the landscape and they will engage the community in the planning. The current plan does not include everything Earth Care presented but there is room for community input in the additional phase.

Commissioner Garcia said he read that the limited parking spaces are largely because of walkability and kids who ride their bikes. He asked Mr. Burnett to elaborate on the additional parking and when that will be added.

Mr. Beaty responded. There are a couple of reasons for reduced parking, and one is they anticipate parents will drop off their kids. There is a potential for more parking. They are also trying to meet the City's reduced parking regulations and LEED requirements. He said it is possible the additional parking spaces might be better used for outside activities. There will be a balance of needs moving forward.

Commissioner Garcia said the reality is people will still be coming to the park. He asked if other community members would be allowed use of the facility.

Mr. Beaty said he couldn't answer that, but the City and City staff will manage it.

Mr. Burnett thought use of the facility would be open to the community with an emphasis on the neighborhood youth. The programming and management of use is through the Recreation Division and still in process. He said they have discussed incorporating the entire community throughout the planning and design process.

Mr. Neunuebel added that the term "reduction in parking" is probably not applicable. The City standards for this kind of recreation is not specific to the number of spaces per square footage of building, it is open-ended. That allows them to determine the appropriate standard.

Commissioner Garcia said parking can be a major issue when many people want to use this. He hoped that they spend an adequate amount of time to address the parking to avoid having too many issues. His other concerns are adequate staffing and good governance and operation. He said kudos to everyone, this will be well received.

Chair Gutierrez suggested to Mr. Burnett that it might be worthwhile to look at base course and grading for makeshift parking. He thought this is wonderful for the Southside and is excited this is happening. One thing he sees with facilities of this nature is that they are used at the same time, after school and weekends. It might be worth considering pickleball for the elderly in the daytime. Lastly, since it has a kitchen, it would be wonderful for the Southside if it had a catering kitchen that could be rented out.

Commissioner Sategna said he wanted to acknowledge the effort to make this a LEED Certified building. He also wanted to acknowledge Elena Gonzales for being a youth that is advocating for other youth.

MOTION: In Case #2021-3809, Southside Teen Center Development Plan, Commissioner Sategna moved to approve, subject to the conditions of approval and technical corrections recommended by staff; and to approve the Findings of Fact and Conclusions of Law as presented. The motion was seconded by Commissioner Faulkner.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Garcia, Lawrence and Sategna voting in favor and none voting against.

Commissioner Faulkner excused herself from the meeting at 7:43 p.m.

3. **Case #2021-3804. Villa Sendero Development Plan Amendment for Phase II.** Dekker/Perich/Sabatini - Will Gleason, Agent, for Villa Sendero, LLC, CSM Properties, LTD, Owner, requests approval of a Development Plan Amendment. The Applicant requests approval of Phase II of the project to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Amendment to Phase II also includes a fitness building, to replace an apartment building in Phase I, resulting in a net gain of 6 units to the Villa Sendero project to 258 units and minor changes to a drive aisle and multi-use trail. The property is approximately

11.4 acres, zoned C-2 (General Commercial) and is located at 5132 Beckner Road. (Donna Wynant, AICP, Case Manager)

STAFF REPORT

The Villa Sendero apartment development (Case # 2019-1330) was approved by the Planning Commission on January 23, 2020 for a 252-unit multi-family apartment community. The development is currently under construction on an 11.4-acre site located at 5132 Beckner Road. The applicant, Villa Sendero, LLC, is now requesting an amendment to the Villa Sendero Development Plan for Phase II of the project that includes the addition of an approximately 1-acre parcel to the southwest of the subject property, located directly south of the Fashion Outlets of Santa Fe, totaling approximately 12.4 acres. The additional parcel will facilitate the construction of 24 additional units of multi-family housing, comprised in a single 3-story building. In addition, within the original parcel, a fitness building will be replacing an 18-unit apartment building. These changes amount to a net gain of six units to the Villa Sendero project to total 258 units. Other minor changes include the drive aisle extending to the adjacent 1-acre parcel as well as the multi-use trail moving to the south edge of this road. The overall site and surrounding area is zoned C-2 (General Commercial). Multi-family residential development is a permissible use in the C-2 district.

The Applicant has indicated, at the time this application was submitted, that the additional 1-acre parcel is owned by CSM Properties, LTD and is under contract to be purchased by Villa Sendero, LLC. When the purchase is complete, the Applicant will submit a lot line adjustment to fully incorporate the 1-acre parcel into the Villa Sendero development.

The proposed development plan requires Planning Commission approval as it will be new construction exceeding 10,000 square feet per Subsection 14-3.8(B)(3)(b). The additional 1-acre site will add 26,499 square feet and with Phase I, will total 257,621 square feet of new construction.

Subsection 14-3.19(D)(1) states that development plan amendments *"shall be the same as those that apply to a new application for the type of approval proposed for amendment, unless a specific alternative procedure is provided in this section or elsewhere in Chapter 14."* The Commission's review of this development plan amendment will therefore focus on compatibility with surrounding uses and consistency with applicable site design standards.

STAFF RECOMMENDATION

Staff's analysis finds that the applicant has addressed the necessary findings per Subsection 14-3.8(D) "Approval Criteria and Conditions" and recommends ***APPROVAL*** subject to conditions of approval and technical corrections identified in the staff report.

Ms. Wynant noted she met with the Fire Marshall and applicant to evaluate fire access. The applicant will discuss that. She indicated the third condition in the report should read: "*Shall comply with section (D)106 Multifamily Residential Developments, with the remoteness provision*" - and added at the request of the fire marshal is: *"and/or third emergency fire apparatus access road to meet the intent of the international fire code."*

APPLICANT'S PRESENTATION

Will Gleason, 7601 Jefferson Drive, NE., Albuquerque, was sworn. He said they are requesting a small addition to add 24 units to the approved existing 252 units. The site under construction is off Beckner Road next to the Outlet Mall. He pointed out the location of the project and that Phase II is outlined in red. The proposal would create a fitness center and remove 18 of the units already approved. Instead, they want to build 24 units in a different location, a net of six additional units overall. There is plenty of parking and the trail is moved slightly, but otherwise is as approved last year.

He displayed the footprint of the additional six units noting they are the same configuration as the others. He pointed out interior courtyards, parking areas, dog park, pool area/community building and the proposed fitness building. He said this meets the City's affordable housing criteria and the applicant will pay a fee in lieu of. The first two buildings are scheduled for completion this summer with final completion midyear 2022.

Mr. Gleason noted the three conditions of approval. The first is to provide bike racks, which was planned and has been done. The second is to extend the link to the trail. This requires the NMDOT to allow access to cross their land. The applicant is willing to work with DOT, but he thought they may be more amenable if the alignment is further south. This condition is not up to the applicant. They request this not be a condition of approval as the applicant is not sure that access can be obtained. The third condition they focused on the most. The remoteness provision was adopted by the City in 2019 and requires a certain distance between the two access points to the site. Code language says placement shall be not less than one half the length of the maximum overall diagonal dimension of the property. He displayed the two access points and explained how the distance is determined. The most obvious would be a connection through the mall parking lot. The owner pursued many alternatives, including contacting the mall owner for access through the mall parking lot and offering a substantial compensation. He has not been successful.

Mr. Gleason reviewed the potential solutions. One would create a point of access, but the applicant has no control over access to the roundabout. That requires negotiations with Presbyterian, the property owner. There is no guarantee cross access will be allowed. Another solution is to create access along the PNM easement. He added that this property had been approved under the prior Code, and this is a minor addition of less than 10% of the project. He suggested the Commission waive the provision.

PUBLIC HEARING

Chair Gutierrez asked for public comment. There was none.

COMMISSION DISCUSSION

Commissioner Sategna said he was trying to understand the new development as compared to the existing development. He asked if considered was the impact to the freeway or outlet mall in terms of how the new three-story buildings impact the horizon line.

Mr. Gleason said he did not have renderings to illustrate that, but the topography there is fairly level. He noted a rendering that shows the perspective of the addition in relation to the mall. He agreed it will be visible from I-25.

Commissioner Sategna said his concern is the I-25 viewscape. He asked if the elevation of the building is significantly lower or higher compared to the other apartments.

Mr. Gleason thought it approximately the same, and the impact comparable to elevations already approved.

Commissioner Sategna thought the existing development appeared to sit lower than the corner piece.

Mr. Gleason said from his perspective it didn't seem significantly different. He offered to try to pull up the topography drawing.

Mr. Berke stated that only the Fire Chief could waive the International Fire Code adopted by the City. Mr. Gleason cannot ask the Commission to do that. But the Commission could postpone for the applicant to work with the Fire Marshal. He noted that Geronimo Griego, the Fire Marshal, was present and could answer questions.

Mr. Gleason said they are working with the Fire Marshal to resolve this.

Eric Cornelius, 1599 S. St. Francis Drive, was sworn in. He responded to the question on building heights. He noted I-25 sits south of the property and is about 8 to 10 feet higher than the portion to be approved. The finished floor elevations of the existing approved buildings sit 1-3 feet of the proposed building. He indicated the four elevations, relative to the interstate, will be comparable to the others already approved. They will be lower and not much different than what had been already approved.

Commissioner Sategna said that answered his question.

Commissioner Garcia followed up on Commissioner Sategna's concerns. He thought the new development would block the view coming off I-25 to the south. They approved three-story buildings in phase one, but this addition looks awkward.

Chair Gutierrez closed the public hearing portion.

Commissioner Lawrence asked if someone from Land Use or MPO could answer what to expect regarding the access for the trail connection.

Mr. Berke indicated MPO had been invited to the meeting. He was surprised they were not present and offered to try to contact them.

Commissioner Lawrence asked Mr. Berke what will happen if this condition is approved but turns out to be impossible.

Mr. Berke said the MPO went off their master trails and it would be okay if this connection isn't made. They could pursue a connection in the future if the applicant agrees to an easement through their property for a future bike lane.

Commissioner Lawrence asked Mr. Gleason if he was amenable to that.

Mr. Gleason said the owner was present and he thought he would be amenable.

MarkTekin, 2600 Dallas Pkwy., Frisco, Texas, was sworn in. He said they would be happy to provide easements for future planning. He said apparently NMDOT is holding the land for future construction projects, but he was more than happy to comply. In addition, he would be happy to comply with the fire issue, the intent and the Code. Even if that means a third access or working with Presbyterian Hospital.

Commissioner Garcia asked if the intent of the second phase was for a fitness room and additional units.

Mr. Tekin explained the reason for the amendment was originally this was designed with a ratio that exceeded the requirements of the Parking Code. They do not build to sell; they build to keep good communities. Parking is the first thing that becomes a problem, and it is a hard problem to fix. Buying an adjoining parcel and relocating the 18 units was assurance. Six units were added but they were able to exceed the parking requirements and they believe they will need that. They think everyone who will live here will have a car. In doing that, they also thought they made the community building too small. So, they relocated the gym and repurposing that space made sense. They are more concerned with the experience of the residents and want this to function long-term.

Commissioner Garcia thought the issues with regard to the Fire Code could be worked out. The building height isn't really a factor, but he thought it somewhat tall for the area. If that wasn't a concern with anyone, they could move forward.

Commissioner Lawrence asked Eric Aune with the MPO, to explain how the condition came about to connect the trail to the Diamond Trail crossing the NMDOT property.

Mr. Aune said looking at the proximity of the Diamond Trail they thought it would be fair to have that connection. He asked to clarify the issue.

Commissioner Lawrence explained as she understood, the applicant could have an easement from their property but the connection to the Diamond would be on DOT property.

Mr. Gleason responded that was correct. The property to the south of the site is NMDOT surplus land. He added that Mark Tekin would love to have that connection, but NMDOT wants the land for other purposes and would have to agree.

Mr. Aune said the connection would be practicable and is what they recommend but if it isn't possible they understand.

Commissioner Sategna asked Mr. Cornelius if correct that the elevation of this project is higher than that of the Outlet Mall.

Mr. Cornelius said everything is higher than the Mall because the site was cut down and everything is in a hole.

Commissioner Sategna said this property appears 7 to 10 feet higher than the Outlet Mall.

Mr. Cornelius said it is at that location. Their intent was to avoid a massive amount of earthwork and to work with the existing terrain as much as possible.

Commissioner Sategna expressed concerns about putting a three-story building on that corner, specifically, the setback with the freeway is a big gap. The first phase of the project, the buildings in addition to the parking lot, creates an additional setback on top of the one already there. If approved, this would be a three-story building that sits up against where the freeway wraps and exits to Cerrillos. Being 10 feet above the Outlet Mall is a concern. He wasn't sure he could support this with the impact it would have to the viewscape coming into the City.

Commissioner Garcia agreed. He thought possibly the solution was to reduce the building to a two-story or another design to make it appear further stepped back. He wasn't sure he could support this height.

Commissioner Clow said this isn't a view corridor and the zoning allows three-story, and the setbacks are to Code. She asked staff if there were grounds to deny the project.

Mr. Berke explained the Planning Commission has the right to impose conditions in density and to grant up to a certain height. A highway corridor study was done in 1999 that identified parcels along I-25 but was never adopted. He said this was discussed in the Zia Station conversation, that while it is a right to have up to 45 feet in height, which doesn't mean the Commission has to grant that. They should correlate how this is an inappropriate height in the approval criteria.

Commissioner Clow confirmed they would have to have reasons to show it does not meet criteria. Her concern was they allowed a three-story on St. Francis and Zia, which was in the view corridor because of affordable housing. She thought this project even less intrusive.

Mr. Berke noted that the applicant is paying a fee in lieu.

Commissioner Clow said she understood, but there is a need for housing in Santa Fe and the more supply, the more the prices hopefully go down. She said she wanted to hear the criteria that allows the Commission to deny the third story.

Chair Gutierrez thought the application needed work. He wanted the fire issue solidified before this moves forward. Also, he would hate for this to go to a vote and be denied if the project may be going to a lower elevation, opposed to working through this.

Commissioner Sategna said yes, they have approved other three-story buildings along the freeway. This is unique because there is a significant decline in elevation as you move along the freeway north and a lot of these buildings sit lower. He pointed out the Outlet Mall is about 10 feet difference in the elevation of the freeway and where this is being built. That is a significant difference in what they have approved in the past.

He said Criteria Number 2 states that the project will not negatively affect public interest. To impact the view coming into the City is a concern. Secondly, Criteria Number 3 is the use of any associated buildings is adaptable and compatible with buildings, structures and uses of properties in the vicinity under consideration. He thought "associated structures" includes the freeway. The Outlet Mall sits 10 feet below this and the building would definitely be towering over the Mall. That was enough for the Commission to consider whether criteria number three would be met.

Mr. Tekin shared his screen showing a photograph of the street view. He said they talked about a grade offense, but this site was already approved where there are three-story buildings. The grade of the new site is not much different. He offered to do more homework but appreciated that Commissioner Sategna shared the three criteria points. He said the one that stood out is the view. Obviously northbound, there isn't much impact.

But going southbound, the majority of the views have already been approved with three stories. He asked Commissioner Sategna to elaborate on which view would be blocked that wasn't already blocked or if he was missing something.

Commissioner Sategna said he didn't know that the images provided supported Mr. Tekin's case. One thing he invited the Commission to consider is the setbacks. There can be three-story buildings next to a major highway corridor, but where they were previously approved are setback further. What is proposed is pushing right up to the corner of a major entrance into Santa Fe. The Outlet buildings are not three-stories, and he is using elevations of 7-10 feet listed on the drawings. That is one story higher than next to the Outlet Mall and another story would be added to that on a major entryway into Santa Fe.

He said this is different because of setbacks and the Commission has to consider those when considering height. The setbacks in those previously preapproved three-story buildings are more significant than where this building is located.

Commissioner Garcia asked the net additional units that will be added.

Mr. Tekin said six units would be added.

Commissioner Garcia wasn't sure if the benefit of the six units outweighs the visual elevation of concern.

Commissioner Lawrence said she generally doesn't feel three stories is unreasonable in this context that would add more housing that is desperately needed. This is already in a mixed-use area surrounded by other mixed use development. The Commission has to be open to having some height in order to have housing that conserves water and is reasonably affordable and allows more people to live in Santa Fe. She supported the project because it is part of a larger picture of what the community should support.

Mr. Tekin pointed out again, the reason they are trying to relocate 18 of the units to the site is because of parking. He believes everyone here will have a car and if they cannot find parking they will be frustrated. He will be forced to remove 18 units from the project if not approved and that doesn't make good sense to build this under-parked.

Commissioner Clow said she would emphasize what Commissioner Lawrence said in terms of consistency relative to the Zia Station, which is in a view corridor and is the only three-story buildings in the area. Photographs show Presbyterian Hospital is three stories. The Commission should appreciate their need for more density, means more height, and this *is* a mixed-use area, and we need more housing. She said she is in favor of the amendment.

Commissioner Sategna indicated he didn't see a signage plan and wasn't sure one would be provided. He asked if the building would have signage on it.

Mr. Tekin replied no, other than the building addresses.

Commissioner Sategna said he agreed with Commissioners Lawrence and Clow on affordable housing and height increases. But he was trying to point out architectural design in Santa Fe. He said denying this application is not about whether they need to build lower or higher, or the need for affordable houses. This is a fee in lieu. He was saying they should not sacrifice the viewscape into Santa Fe with a building not only 10 feet higher than the Mall, but another 36 to 40 feet on top of that. They also need to consider setbacks, which are important when considering height. The hospital that is set back 200 to 300 yards is a different consideration than 30 feet away from the freeway at a major view into the City. That is an important consideration. Approving this would be approving a sore thumb versus less standout of other three-story buildings. He said he couldn't approve the project given the two criteria he mentioned earlier.

Chair Gutierrez agreed with Commissioners Sategna and Garcia. He recognized that Mr. Tekin has done a lot of work. He would love him to remedy the issues with lower height or more dirt work and to obtain an easement for the MPO trail.

Mr. Tekin said he appreciated their comments. He indicated they have two ways to meet the intent of the Fire Marshall. Either to supply a third access, or work with Presbyterian for easements and that has been resolved.

He addressed Commissioner Sategna's concerns on height. The Commissioner mentioned they might approve a two-story project and that would lose 10 feet over the view corridor. He asked Mr. Cornelius, if it is possible, to make up the 10 feet in the grade by 1) lowering the height of the grade elevation and 2) building a two-story not a three-story building.

Mr. Cornelius said everything is possible from an engineering standpoint. A concern is that it would greatly impact the sewer design gravity flow system. Lowering the site would require the use of a pump, which requires more maintenance, more frequent trips from City staff. Also, they will continue to use electricity forever to pump the effluent uphill. Also, developing the extra one acre provides an opportunity to greatly improve the drainage system he designed in phase 1 and to reinforce the drainage on the back side of the Mall. They have to consider with a lower grade, the alternatives like subterranean drainage. That tends to not work as well and requires more maintenance and you are never sure they are working properly, versus the over land system they have now.

Mr. Tekin said before they were at 10 feet of grade with a 30-foot building. He asked if the Commission would support a total of 32 feet with grade and adjusting the building heights.

Chair Gutierrez asked the Commissioners to comment.

Mr. Berke said before getting into concessions, the Commission should look at what is before them. If the Commission approved what Mr. Tekin talked about, that would severely affect the current drainage plan that is already been reviewed and radically amended. The elevations were based on natural finished grade and would also need to be changed. Staff would suggest the application be denied and the applicant return with a better design and grading plan reflecting what they would be asking for based on the Commission's feedback.

Attorney Paez agreed they should move to postpone and ask the applicant to work with staff to revise their application. Approving the amendment would be complicated.

Mr. Tekin asked for direction on how he could revise the application.

Commissioner Sategna said he would not recommend postponement because it is important to vote on what was presented and based on the criteria. That also provides the applicant an opportunity for revision. He agreed it would be complicated to start making changes and the elevation would have to be significantly lower. He added that he was interested, given the location, for the applicant to include the site sections, the freeway, and the surrounding buildings if this comes before them again.

MOTION: In Case #2021-3804, Villa Sendero Development Plan Amendment for Phase II, Commissioner Sategna moved to deny based on criterion #2 that is not met that this would negatively impact the City and the public; and criterion #3 was not met that the use and associated buildings are compatible with and adaptable with the uses of abutting property and other properties when considering the viewscapes, the setback in relation to the freeway and the Outlet Mall, based on what the Commission has ruled for setbacks of other buildings down the way. The motion was seconded by Commissioner Garcia.

VOTE: The motion passed by majority roll call vote with Commissioners Garcia [with comment], Sategna and Chair Gutierrez voting in favor and Commissioners Clow and Lawrence voting against.

Commissioner Garcia explained the reason he voted against is that this site is the wrong place for this height. He agreed there is a need for affordable housing and the inventory does affect the rates.

Chair Gutierrez said his reason for denying the application was the same; the setback is needed and because of the impact on view.

Attorney Paez said she will work with her replacement to include a draft of the Findings in the next packet.

Mr. Berke noted the next case has one packet but the four cases, General Plan, Amendment, Rezoning application, Development Plan and a Preliminary Subdivision will be presented concurrently by staff and the applicant.

4. **Case #2021-3805. Aleksander Estates Subdivision General Plan Amendment.** Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests approval of a General Plan Future Land Use Amendment to change the designation from Low Density Residential (1 dwelling unit per acre) and (1-3 dwelling units per acre) to (3-7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager).

5. **Case #2021-3806. Aleksander Estates Subdivision Rezoning.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests approval of rezoning from R-1 (1 dwelling unit per acre) to R-7 (7 dwelling units per acre) for approximately 8.38 acres of land located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager).

6. **Case #2021-3807. Aleksander Estates Subdivision Preliminary Development Plan.** Montoya Land Use Consulting, Agent, Next Generation Contracting, Inc., Owner, requests preliminary development Plan approval of a preliminary subdivision for 59 single-family residential lots on approximately 8.38 acres. The property is zoned R-1 (Residential and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager)

7. **Case #2021-3808. Aleksander Estates Preliminary Subdivision Plat.** Montoya Land Use Consulting, Agent, for Next Generation Contracting, Inc., Owner, requests preliminary subdivision plat approval for 59 single-family residential lots on approximately 8.38 acres of vacant land. The property is zoned R-1 (Residential- one dwelling unit per acre) and is located on the east side of Kates Way, north of South Meadows Road. (Donna Wynant, AICP, Case Manager)

STAFF REPORT

This proposal consists of the following four applications:

- **General Plan Amendment:** from Low Density (1 dwelling unit per acre & 1-3 dwelling units per acre) to Moderate Density Residential (3-7 dwelling units per acre)
- **Rezoning**: R-3 (three dwelling units per acre) to R-7 (seven dwelling units per acre)
- **Preliminary Development Plan**: Proposed 59 lot residential subdivision.
- **Preliminary Subdivision**: Proposed 59 single family residential lots, and

The requested zoning district increase from R-1 to R-7 is not within the range classification "Low Density Residential" shown on the General Plan Future Land Use Map, so an amendment to the General Plan is required for the proposed Project.

If the Governing Body approves the proposed rezoning of R-7, the density for the proposed subdivision would be 59 residential lots which is less than the possible density of 67 units. (Calculation: 8.38 acres multiplied by R-7 zone = 58.66 gross density plus the affordable housing density bonus of 15% of an additional 8.79 units = 67 allowable lots/dwelling units which is 8 more units than proposed.)

The subject site is a vacant parcel along the east side of Kate's Way off of South Meadows Road. The site is bordered by Kates Way to the west, El Camino Real Academy to the east, NM 599 highway to the north and South Meadows Road to the south. Kate's Way is an unimproved private street with a right of way width of approximately 34.5 feet and South Meadows is a public right of way from 75 - 100 feet wide and is classified as a minor arterial street according to the Santa Fe Functional Road Classifications Map.

The subdivision will be accessed by two public streets (shown on the next page). Access #1 is a newly constructed public road through properties owned by the Santa Fe Public Schools and the State of New Mexico to connect the north end of the subdivision to the round-a-bout at NM 599/South Meadows Road. Access #1 will be dedicated to the City of Santa Fe for Public use. Access #2 connects the south end of the subdivision to South Meadows Road via Kates Way.

The proposed residential lots within the subdivision range in size from 4000 sq. ft. to 6000 sq. ft. Each lot will accommodate a single family residence meeting the standards for the R-7 district including front, year and side yard setbacks, maximum 24 foot height of structures, minimum number of two parking per lot, and will not exceed 40% lot coverage.

The proposed rezoning and development plan requests are compatible with the uses, character, and densities of the surrounding area and the development plan will not increase or create any nonconformities with Chapter 14. The preliminary subdivision plat meets approval criteria and does not create or increase any non-conformities with Chapter 14 and is compatible with residential development in the surrounding area.

STAFF RECOMMENDATION

The Commission should recommend **APPROVAL** of the general plan amendment request (Case #2021-3805), the rezoning request (Case #2021-3806), and the preliminary

development plan (Case #2021-3807) and should **APPROVE** the preliminary subdivision plat (Case #2021-3808) with the conditions of approval and technical corrections listed in this report.

APPLICANT'S PRESENTATION

Monica Montoya, 726 Gregory Lane, was sworn in. She said she is representing Next Generation Contracting, Inc. She said Oralynn Guerrerortiz from Design Enginuity, project engineer and Melanie Bishop, traffic consultant were present. She provided a brief PowerPoint presentation giving a project overview. She reviewed the location, the design of the subdivision, the anticipated architectural design and general plan, and rezoning criteria. Ms. Montoya's Power Point Presentation is attached as Exhibit "3".

Ms. Montoya said at the request of the MPO, they will explore extending the sidewalk from the southwest corner of the subdivision to South Meadows Road. An issue is they have to work with the adjoining property or incorporate something in the existing design. They will bring that solution back to the Planning Commission with the final plat as a condition. An ENN (Early Neighborhood Notification) was held, and they will continue to stay in touch with them through the project.

PUBLIC HEARING

Fred Tapia was unable to speak due to technical difficulties.

Chair Gutierrez suggested Mr. Tapia call in. Mr. Berke provided the information.

COMMISSION DISCUSSION

Commissioner Sategna asked Ms. Montoya to review the options and explain the condition of approval.

Ms. Montoya said the MPO requested a condition to continue a sidewalk from the southwest corner to South Meadows Road. They don't own the property between them and South Meadows but do own property to the west of Kate's Way, an approved subdivision. They will try to adjust some of the subdivision to the west to accommodate a five-foot setback.

Commissioner Sategna said he recalled that project was currently paved, or would this project pave the entire Kate's Way.

Ms. Montoya said the paving of Kate's Way was approved with that subdivision and they will continue the paving all the way around.

Commissioner Garcia asked to clarify if correct that there will be two access points, and that they will develop along 599 all the way to the intersection.

Ms. Montoya said that was correct. It will be a 52 foot right of way that includes two 10-foot asphalt lanes and an additional 10-foot multipurpose lane and have curb and gutter.

Commissioner Garcia said the inventory in this area is rather high and this will add to the many other units on South Meadows. He had reservations about R7 zoning and concerns about the school. It is already large with a lot of kids and there is housing on both sides of the street, and this adds more. He asked staff to elaborate on the construction plan at Agua Fria and South Meadows intersection because a big issue is the traffic there. He said he was happy to see the extra outlet and the road planned because that will help.

Mr. Berke said when the intersection was rezoned R21, the City Council imposed an impact fee to pay for that signalized intersection. The project is priority and is funded and the drawings have been approved and is starting soon.

Commissioner Garcia said this area has a school at capacity and a couple of projects have already been approved with more development to happen. That poses a big issue in terms of traffic, safety, the trails, and walkability, especially going north. But they do need the housing. He thanked the applicant for their other projects that were well designed.

Fred Bonifacio Tapia was sworn. He said he has property on Kate's Way. He asked if this project would include a park or a play area.

Monica Tapia, 3303 Avenida del Oro was sworn. She explained they wanted to know if Kate's Way will be paved if this is approved, and the extent of facilities that will be provided.

Chair Gutierrez closed the public hearing.

Oralynn Guerrerortiz, 1492 Luisa St. was sworn in. She responded that Kate's Way will be paved with curb and gutter on both sides and sidewalks on the east side. Also, they will put in sewer and water. She suggested if the Tapia's wanted taps for water/sewer connections they may be able to negotiate with the owner. She added there will be green space with grass, etc. but no playground equipment. There are no plans for a park because of the retention ponds.

Commissioner Sategna said this is another example of narrow tracts of land not properly addressed by the General Plan or Chapter 14. There is no street parking and developments on narrow tracts have streets that are packed. He said he wanted to point out the need for a General Plan update and raise those concerns. He added that doesn't prevent him from voting in favor of the project.

Ms. Guerrerortiz said there is reported 30 on-street total parking spaces; a half space per lot, which meets current code.

Ms. Montoya added that is in addition to the 2 parking spaces on each parcel and units with full garage spaces.

Commissioner Garcia said he would assume with the narrow street design that parking would only be on one side.

Ms. Guerrerortiz explained parking flips back-and-forth from one side to the other and additional street parking is on Sangre Azul. She thought usually Next Generation built two car garages with two spaces in front of each garage.

MOTION: Commissioner Lawrence moved to: (1) recommend approval in Case 2021-3805, Aleksander Estates General Plan Amendment; (2) recommend approval in Case 2021-3806, Aleksander Estates Rezoning Request; (3) recommend approval in Case 2021-3807, Aleksander Subdivision Preliminary Development Plan, subject to conditions of approval and technical corrections recommended by staff; and (4) in Case 2021-3808, to approve the Preliminary Subdivision Plat, subject to the conditions of approval and technical corrections recommended by staff. The motion was seconded by Commissioner Clow.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Garcia, Lawrence and Sategna voting in favor and none voting against.

MOTION: Commissioner Lawrence moved to approve the Findings of Fact and Conclusions of Law for Case 2021-3805, Case 2021-3806, Case 2021-3807 and Case 2021-3808 as presented. The motion was seconded by Commissioner Clow.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Garcia, Lawrence and Sategna voting in favor and none voting against.

H. STAFF COMMUNICATIONS

Mr. Berke said we were planning an in-person meeting, but it will not happen on the 19th of August. The agenda will be big; it is only three cases but has a lot of components and the agenda includes the formal recommendations on cannabis.

Mr. Berke noted this was Attorney Paez's last Planning Commission meeting. He wanted the record to show how much he has enjoyed working with her. He said he will miss her as part of the team but is happy for her in her next adventure. Also, an offer was extended to a senior planner to replace Carlos Gamora's position. Lastly, John

Neunuebel announced his retirement effective December 3, 2021. He will not be presenting to the Planning Commission after September.

Attorney Paez thanked the Commissioners for volunteering for the City and doing a great job. She indicated that Kyle Hibner will temporarily cover Commission meetings through the August 19th meeting and hopes to have a couple of new attorneys starting soon.

Director Kluck said it was an honor to work with Attorney Paez and he thanked her for her service.

I. MATTERS FROM THE COMMISSION

Commissioner Sategna told Attorney Paez that she will be missed, and he has a lot of respect for her. He wanted it on the record that the Supreme Court will get a good attorney. He wished her the best of luck.

Chair Gutierrez also thanked Attorney Paez and the subcommittee members.

J. ADJOURNMENT

Chair Gutierrez adjourned the meet at 9:56 pm.

Submitted by:

Melissa D. Byers

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

Brian Gutierrez

Brian Gutierrez, Chair

LUD Use Only

Time Filed: 9/3/21 9:37am
Fee paid: $ 200.00
Receipt attached:)
gg

(date stamp)

CASE #2021-4161

VERIFIED APPEAL PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: Villa Sendero LLC & CSM Properties, LTD

Address: 2600 Dallas Pkwy Ste 370
Last First M.I.
Street Address Suite/Unit #

Frisco TX 75034-9483
City State ZIP Code

Phone: (505) 989-3800 E-mail Address: Joseph@SommerKarnes.com

Additional Appellant Names:

Correspondence Directed to: ☐ Appellant ☒ Agent ☐ Both

Agent Authorization (if applicable)

I/We: Villa Sendero LLC

authorize Sommer Karnes & Associates to act as my/our agent to execute this application.

Signed: Date:

Signed: Date:

Subject of Appeal

Project Name: Villa Sendero Development Plan Amendment for Phase II

Applicant or Owner Name: Villa Sendero LLC

Location of Subject Site: 5132 Beckner Ave

Case Number: 2021-3804 Permit Number (if applicable):

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☒ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☐ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

Appellant = Applicant & Owner

Basis for Appeal: ☒ The facts were incorrectly determined ☒ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

Denial of Development Plan Amendment Application on 8/19/21

☒ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

See ATTACHED

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

See ATTACHED

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: [signature] Date: 9/2/21

Agent Signature: Date:

State of New Mexico)
) ss.
County of Santa Fe)

I/We Mark Tekin, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

[signature]
Signature

Signature

Mark Tekin
Print Name

Print Name

Subscribed and sworn to before me this 2 day of September, 2021.

MICHELLE WOODWARD
Notary Public, State of Texas
Comm. Expires 04-25-2023
Notary ID 126090282

Michelle Woodward
NOTARY PUBLIC

My commission expires:
4-25-2023

Attachment to Verified Appeal Petition
Submitted September 3, 2021

Villa Sendero LLC Appeal
5132 Beckner Avenue
Case # 2021-3804

Describe the harm that would result to you from the action appealed from.

The Appellants/property owners have a right to use and develop their C-2-zoned property in a manner consistent with the City Code and have invested their time, effort and personal funds in exercising such rights by applying to build 24 much-needed apartment units as part of a project that the City has already approved for 258 dwelling units and associated non-residential uses which are adjacent to and are effectively a part of planning for the Las Soleras mixed use community, a vital asset for the City's economic future. The action appealed from would harm the owners' investment-backed expectations in the project and would harm the community by reducing the amount of much-needed infill housing generated by this property, which the City has planned for such use.

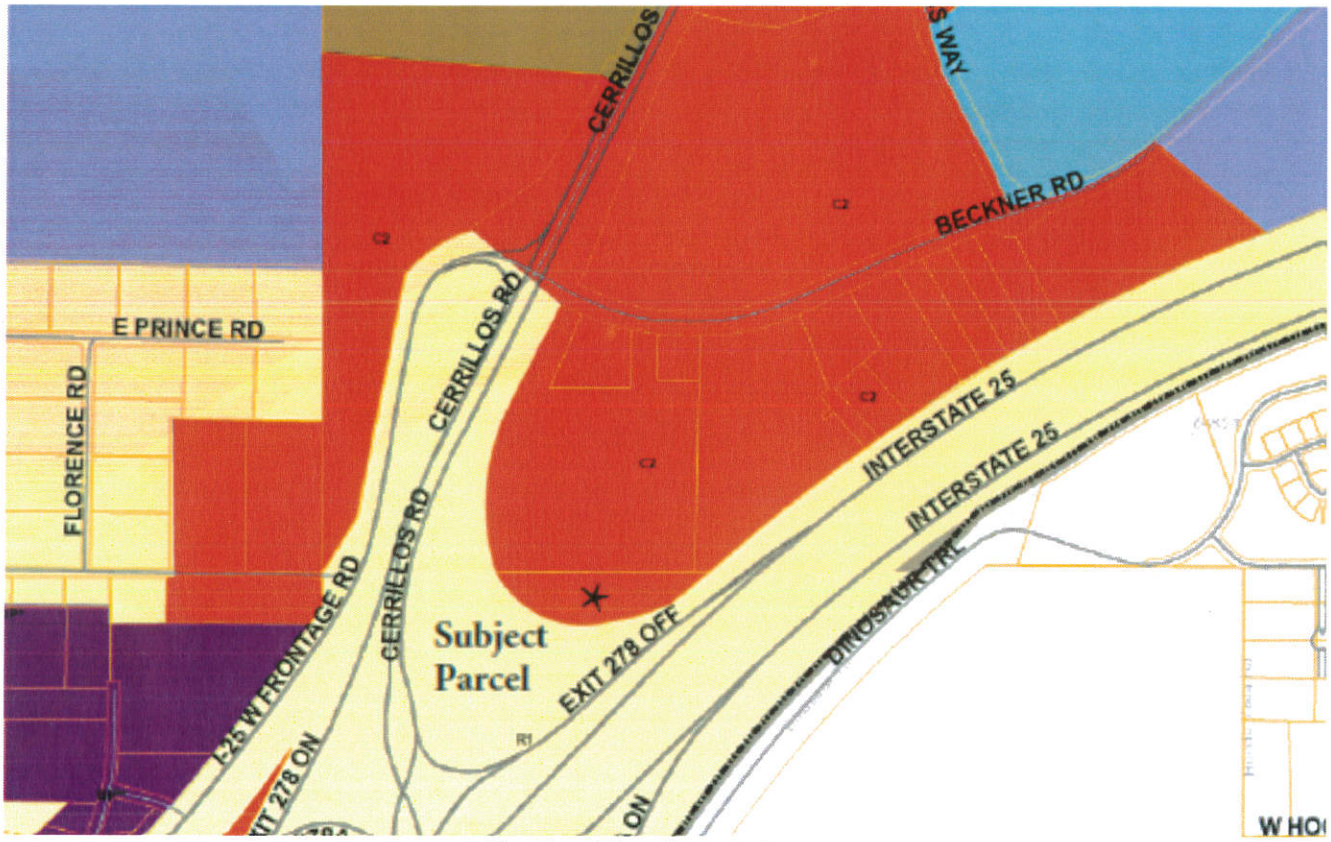
The action appealed from would harm the applicant by denying a use of the subject property that the C-2 zoning designation and City Code identify as a permitted use. As such, the applicant has *the right* to establish and carry out such use so long as it complies with the objective development standards set forth in the City Code. In this case, the City's Land Use staff determined that the application meets all applicable Code requirements and therefore recommended in its Staff Report that the Planning Commission approve the application. As addressed below, the Planning Commission identified no substantial evidence supporting a conclusion that the application violates any Code standard and the decision is therefore arbitrary, capricious and contrary to law pursuant to the standard set forth in NMSA 1978 §39-3-1.1.

Over the past two decades-plus, the City and private interests, including but not limited to Presbyterian Hospital, Pulte Homes and the applicants have invested substantial sums in the Las Soleras Master Plan and nearby areas in the northwest quadrant of Cerrillos and I-25, planning over a million square feet of Infill mixed use development, much of which has been achieved and is contributing to the community's well-being. This investment and future investment would be directly harmed if the Planning Commission decision was allowed to stand.

With respect to the subject +/- 1 acres south of the Fashion Outlets, on which 24 multi-family dwelling units are proposed (the "Subject Parcel"), the City Council long ago zoned this lot C-2, which allows multi-family residential use as a permitted use, which may be carried out as a matter of right. The harm to the applicant resulting from the Planning Commission's decision to deny the proposed permitted use would constitute inverse condemnation, would harm the City's economic interests and those of its residents, would frustrate achievement of the City's effort to meet is multi-family and affordable housing goals and would increase pressure on urban sprawl.

Explain the basis for Appeal.

Upon its annexation to the City over a decade ago, the City Council zoned the Subject Parcel C-2, General Commercial, along with all the area north and east of the Subject Parcel to Beckner Road.



Zoning Map Excerpt

In doing do, the City Council made the policy decision that the Subject Parcel be included in the broadest General Plan land use designation (Commercial) and zoning district in the City. The C-2 zone allows, as of right, a host of commercial, service and residential uses up to a maximum height of 45-feet. In doing so, the City Council informed both the public and property owners that the Subject Parcel is intended to accommodate such development and that such development would further the interests of the City, as set forth in the General Plan,

The Planning Commission ignored both the City Council's guidance and the realities on the ground in denying the application based on the misguided reason of "protecting" the existing visual qualities of a primary vehicular entry to Santa Fe. Treating the Subject Parcel in isolation is a fantasy and is inconsistent with the applicable City Coded provisions. The Planning Commission's purview does not include second-guessing the City Council's decision that this property should be used for urban uses permitted as of right in the C-2 zone.

It is the City Council that designated lands that are appropriate for urban development and those that are not. The City Council designated the Subject Parcel for urban development up to 45 feet tall AS OF RIGHT. Had the City Council intended to remain in its vacant condition to serve as a visual buffer, it would have adopted such a designation. That the City Council did not do so vitiates the Planning Commission's rationale for denying the application and renders its decision arbitrary and capricious.

The Planning Commission's decision also ignores reality. The Fashion Outlets of Santa Fe encompass 122,000 SF of commercial development and are located immediately north of the Subject Parcel. What do northbound I-25 drivers see today? The back of the Fashion Outlet Buildings. What will they see following development of the as-of-right and much needed multi-family project? A building with 24 dwelling units. The Planning Commission's effort to "preserve visual quality" is specious, both on the facts and law.

Furthermore, by adopting the Las Soleras Master Plan more than 15 years ago, the City Council made a policy decision that the entire length of that area along the north side of I-25, from Cerrillos Avenue to Richards Road, be developed for well over a million square feet of mixed-use development. The Planning Commission's rationale would effectively accomplish nothing with respect to views experienced by northbound I-25 drivers, but would unjustifiably harm the Property owners' interest, the City's interests in furthering the uses identified in the General Plan and Zoning Ordinance as being suitable for C-2 development and the public's interest in achieving infill development of multi-family and affordable housing.

Based on the foregoing, the Planning Commission decision in this case is arbitrary, capricious and contrary to law and the Appellants request that the City Council reverse the decision and approve the application as recommended by staff in the Planning Commission staff report.

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3804 – Villa Sendero Development Plan Amendment for Phase II
Owner's/Applicant's Name – Villa Sendero, LLC, CSM Properties, LTD
Agent's Name – Dekker/Perich/Sabatini- Will Gleason

THIS MATTER came before the Planning Commission (Commission) for hearing on August 5, 2021 upon the application (Application) of Dekker/Perich/Sabatini- Will Gleason, as agent for Villa Sendero, LLC, CSM Properties, LTD. The Applicant requests approval of a development plan amendment for Phase II of the Villa Sendero development (Project) to include 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Project also includes a fitness building to replace an apartment building in Phase I, which will result in a net gain of 6 units to the Villa Sendero project and a total 258 units, and minor changes to a drive aisle and multi-use trail. The Property totals approximately 11.4 acres, is zoned C-2 (General Commercial) and is located at 5132 Beckner Road.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. The C-2 zoning district allows for multi-family residential development when it is part of a use for which a development plan is required.
2. The Project consists of 24 additional multi-family units on a parcel, approximately 1-acre in size, to the southwest of the subject property, directly south of the Fashion Outlets of Santa Fe. The Project also includes a fitness building to replace an apartment building in Phase I, which will result in a net gain of 6 units to the Villa Sendero project and a total of 258 units, and minor changes to a drive aisle and multi-use trail.
3. Under the Santa Fe City Code (SFCC) Section 14-3.8(C)(4), the planning commission has the authority provided in Section 14-3.19(D) to amend development approvals.
4. Under SFCC Section 14-2.3(C)(2), the "planning commission shall review and approve or disapprove amendments [to development] plans . . . previously approved by the planning commission."
5. Under SFCC Section 14-3.19(D)(1), "[p]rocedures for substantive amendment or revisions to final actions to approve development shall be the same as those that apply to a new application for the type of approval proposed for amendment, unless a specific alternative procedure is provided in this section or elsewhere in Chapter 14."
6. SFCC Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC § 14-3.1(F)(2)(a)(iv) & (xi)]; and (c) compliance with notice and public hearing requirements [SFCC § 14-3.1(H)-(I)].

7. A pre-application conference was held on January 7, 2021.
8. The Applicant conducted a virtual ENN meeting on May 3, 2021, using Zoom.
9. Pursuant to SFCC Section 14-3.1(H), notice of the ENN meeting was properly given.
10. The ENN meeting was attended by representatives of the Applicant and City staff. No members of the public attended.
11. Code Section 14-3.8(C)(1) requires applicants for development plan approval to submit certain plans and other documentation that show compliance with applicable provisions of the Code (Submittal Requirements).
12. City Land Use Department staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Code requirements and provided the Commission with a written report of its findings (Staff Report).
13. Staff recommended that the Commission approve the development plan amendment, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
14. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
15. SFCC Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a decision based on the criteria set out in SFCC Section 14-3.8(D).
16. At the hearing, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
17. SFCC Section 14-3.8(D)(1) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before a development plan may be approved.
18. Specifically, under SFCC Section 14-3.8(D)(1), to approve a development plan the Commission must make the following findings: (a) that it is empowered to approve the plan under the section of Chapter 14 described in the application; (b) that approving the development plan will not adversely affect the public interest; and (c) that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.
19. Pursuant to SFCC Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to approve the development plan amendment under SFCC Sections 14-2.3(C)(1)-(2), 14-3.8(B)(4), and 14-3.19(D)(1).
20. Pursuant to SFCC Section 14-3.8(D)(1)(b), the Commission finds that the Applicant has failed to demonstrate that the development plan amendment would not adversely affect the public interest.
21. The Commission finds that the development plan amendment would adversely affect the public interest because the amendment would result in the construction of an additional three-story building close to I-25, which would negatively impact the view shed into the City.
22. Pursuant to SFCC Section 14-3.8(D)(1)(c), the Commission finds that the proposed use and associated three-story building is not compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the Project.
23. The Commission finds that the proposed location for the additional three-story building would not be set back an adequate distance from I-25, as required to protect the view shed

into the City, and that the height and scale of the Project is not compatible with the surroundings, including I-25 and the adjacent Santa Fe Outlet Mall.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

1. The Commission has the authority under Chapter 14 of the SFCC to review and approve the Applicant's proposed development plan amendment subject to conditions.
2. The Applicant has complied with the Submittal Requirements.
3. The Applicant complied with all procedural requirements.
4. The development plan amendment should be denied because the Applicant has failed to meet all criteria required for approval of the development plan amendment.

WHEREFORE, IT IS ORDERED ON THE 19th DAY OF AUGUST 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

The Development Plan Amendment is denied.

Brian Gutierrez
Chairperson

08-31-2021
Date:

FILED:

Kristine Mihelcic
Kristine Mihelcic (Sep 2, 2021 14:40 MDT)

Kristine Bustos-Mihelcic
City Clerk XIV

8/31/21
Date:

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

August 11, 2021
Date

City of Santa Fe, NM
Planning Department
200 Lincoln
Sante Fe, NM 87507-4808
(505)955-4333
Welcome

000719-0004 Brittany 09/03/2021 09:37AM

EG INVOICE
VILLA SENDERO LLC, CSM PROPERTIES LTD
2021-004161--APPL
2021 Item: INV-00034621
Appeal Fee - Plan - All Appeals 200.00

200.00

Subtotal 200.00
Total 200.00

CHECK 200.00
Check Number9021

Change due 0.00

Paid by: VILLA SENDERO LLC, CSM PROPERTIES LTD



Thank you for your payment

CUSTOMER COPY

Exhibit A

ENDORSED

MAR 16 2000

FIRST JUDICIAL DISTRICT COURT
SANTA FE, RIO ARRIBA & LOS ALAMOS COUNTIES
P. O. Box 2268
Santa Fe, New Mexico 87504-2268
JoAnn Vigil Gutierrez
Court Administrator/District Court Clerk

FIRST JUDICIAL DISTRICT COURT
COUNTY OF SANTA FE
STATE OF NEW MEXICO

No. SF 94-2322 (C) consolidated with
SF 96-370 (C)
SF 96-793 (C)
SF 96-1006 (C)

TEME, LTD., a limited partnership,
d/b/a The Inn at Loretto,

Petitioner,

vs.

CITY OF SANTA FE, et al.,

Respondents.

COURT'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

Findings of Fact

1. The Court has jurisdiction over the parties and the subject matter of this action.

2. Petitioner, Teme, Ltd., owns the real property located at 211 Old Santa Fe Trail, Santa Fe, New Mexico, on which is located the Loretto Chapel and the Inn at Loretto (the "Property").

3. The Property is located within the City of Santa Fe's Historic District, which is registered as such on the State Register of Cultural Properties (since 1972) and the National Register of Historic Places (since 1973).

4. The City of Santa Fe is a municipal corporation.

A. SF 94-2322 (C)

5. On January 27, 1971, the Santa Fe City Council adopted Resolution No. 1971-3, which states that "the Council does not object to the concept of a building with a maximum

height of 65 feet to be located on the property now occupied by Loretto Academy, provided that such building conforms to applicable provisions of the H Zone and C-3 Zone Ordinances, and provided further that exterior details of such building receive approval of the Historical Style Committee."

6. Petitioner purchased the Property from the previous owners, the Sisters of Loretto, in 1971.

7. Pursuant to a demolition permit issued by the City on February 2, 1971, Petitioner demolished all of the buildings that comprised the Loretto Academy, with the exception of the historic Loretto Chapel and the Opportunity School and its associated structures (hereafter "Opportunity School structures").

8. Since the removal of the Loretto Academy building, no building permit had been issued for the northwest corner of the Property.

9. On June 8, 1994, the Petitioner, through its agent, James Kirkpatrick, filed an application to construct a three (3) story, 43-foot retail/office building at the northwest corner of the Property, and that application included the removal of a rock wall on the Property.

10. A public hearing on Petitioner's application was held before the City's Historic Design Review Board on July 12, 1994.

11. The Historic Design Review Board unanimously denied Petitioner's application after a public hearing in which the Petitioner's representative, James Kirkpatrick, was present and had the opportunity to present evidence and to cross-examine witnesses.

12. The minutes of the Historic Design Review Board reflect that the Board voted to deny the application to construct a building on the northwest corner of the Property for the

following reasons: (1) the potential impact of the proposed building on the Loretto Chapel and the contribution to the Chapel makes to the historic streetscape and the district, (2) the intrusive character of the proposed building on the historic district because of its height, (3) the proposed building would impair the view of the St. Francis Cathedral from Old Santa Fe Trail, and (4) the removal of the rock wall would further diminish the integrity of the site and district.

13. The Board's, and later the Council's, reasons for denying the application were necessarily based upon and inextricably connected to the following:

a. the Board's erroneous understanding that it has the power and authority to preserve historic "view corridors";

b. the Board's erroneous understanding that the "view corridor" to the St. Francis Cathedral was historic; and

c. the Board's erroneous understanding of its authority to regulate proposed modifications or removal of the wall.

14. At no time did Teme propose to physically alter the Loretto Chapel or in any other way physically modify the structure, and at no time was the status of the Chapel as a contributing or significant structure proposed to be altered or removed.

15. The "view corridor" first came into existence in 1972, when Teme demolished the old Academy Building situated on the northwest corner of the Property. Prior to 1972, the Academy Building had blocked the view from the Chapel to the Cathedral.

16. At no time has any part of the rock wall been designated as "significant" or "contributing" pursuant to applicable City ordinances. More specifically, the City has not

employed the procedure prescribed in the Santa Fe City Code §§ 14-70.71, 14-70.72 for the designation of a structure as "contributing" or "significant" (as those terms are defined) with respect to the rock wall.

17. Neither the City Staff nor the Historic Design Review Board has the authority under the Santa Fe City Code §§ 14-70.71, 14-70.72 to designate structures as "contributing" or "significant." The City Council is the sole body which has the authority to make such designations in accordance with the procedures set forth in Santa Fe City Code §§ 14-70.71, 14-70.72. The City Council still has such authority to designate the rock wall as of the date of this decision, provided the required procedures are followed.

18. The City Code does not allow the Historic Design Review Board to regulate "view corridors," and the view created by Teme's demolition of the Academy Building on its property was not "historic" at the time of the decision because it was not fifty years old or older.

19. On July 19, 1994, Petitioner filed an appeal of the Historic Design Review Board's denial of this application to the Santa Fe City Council.

20. After a public hearing on September 13, 1994, at which the Petitioner was present and had an opportunity to present evidence, the Santa Fe City Council denied Petitioner' s appeal and upheld the decision of the Historic Design Review Board, based upon the same reasons as the Historic Design Review Board's denial of Teme's application.

21. The Petitioner never received a permit to build on the northwest corner of the property or to demolish the rock wall.

B. SF 96-370 (C)

22. The Opportunity School served as a school for handicapped children, and had served other functions associated with the history of the Loretto Academy.

23. Petitioner did not demolish the Opportunity School structures pursuant to the demolition permit issued by the City on February 2, 1971.

24. Instead, Petitioner used the Opportunity School structures for office space and storage for approximately twenty-five (25) years after the demolition permit was issued.

25. In 1983, the Opportunity School structures were surveyed for their historic character.

26. On February 26, 1992, the City adopted Ordinance No. 1992-8 (§§14-70.71, et seq.), which authorized the City to designate certain buildings and structures as "landmark," "significant" and "contributing," and to regulate the alteration, demolition and additions to such buildings and structures. The Ordinance also provides for the adoption of an official map of landmark, significant and contributing structures.

27. On November 14, 1995, Petitioner's agent, Mr. Kirkpatrick, attended a public meeting of the Historic Design Review Board at which the Board voted to recommend inclusion of the Opportunity School structures on the City's official map of "landmark," "significant" and "contributing" structures. Mr. Kirkpatrick informed the Board of his opposition to the proposed action.

28. After a public hearing on January 10, 1996, the City Council adopted Ordinance No. 1996-1 designating the Opportunity School structures and a small section of a wall on the northwest boundary of the property as "contributing" structures.

C. SF 96-793 (C)

29. In December 1992, the City Council enacted Ordinance No. 1992-51 authorizing the Historic Design Review Board to restrict building heights in the historic district to less than that allowed by the underlying zoning.

30. Subsequent to the adoption of Ordinance No. 1992-51, an ad hoc committee was formed to develop a height ordinance with specific standards. The ad hoc committee included two members of the City Council, two members of the Historic Design Review Board, two members of the Development Review Committee, and two representatives of the Planning Department.

31. Petitioner's agent, James Kirkpatrick, was present at meetings of the Planning Commission, Historic Design Review Board, and Santa Fe City Council and at those meetings he spoke in opposition to the proposed Ordinance and its application to the Property.

32. After a public hearing on February 28, 1996, the Santa Fe City Council enacted Ordinance No. 1996-8, which includes standards and a formula for determining allowable building heights in the historic district.

33. Ordinance No. 1996-8 was not used in the City's consideration of Petitioner's application to build on the northwest corner of the property, and the application was not denied on that basis.

D. SF 96-1006 (C)

34. On February 2, 1971, Petitioner received a permit to demolish all of the structures on the Property, with the exception of the Loretto Chapel.

35 . Petitioner did not demolish the Opportunity School structures pursuant to the permit issued on February 2, 1971, and, instead, used the structures for storage and office space for the next twenty-five (25) years.

36. The Opportunity School structures were designated as "contributing" structures under Ordinance No. 1996-1 of the City's historic district ordinances after public hearing on January 10, 1996, and those structures were included on the City's Historic District Status Map as of that date.

37. On January 19, 1996, Petitioner filed another application for a permit to demolish the Opportunity School structures.

38. The Opportunity School structures are historically significant.

39. The Opportunity School structures are an essential part of a unique street section.

40. The demolition of the Opportunity School structures would result in a loss or deterioration of the historic character of the historic district.

42. After a public hearing on February 27, 1996, the Historic Design Review Board denied Petitioner's application to demolish the Opportunity School structures.

43. Petitioner filed an appeal of the Historic Design Review Board's denial of its application for a demolition permit and, after a public hearing on April 10, 1996, the Santa Fe City Council denied Petitioner's appeal and upheld the Historic Design Review Board's decision.

Conclusions of Law

1. To the extent that any of the foregoing findings of fact are in whole or in part conclusions of Law, they are hereby incorporated as conclusions of law.

A. SF 94-2322 (C)

2. The public hearing conducted by the Historic Design Review Board on July 12, 1994 on Petitioner's application to construct a building on the northwest corner of the Property was properly noticed, and did not deny Petitioner's right to due process and equal protection.

3. The Historic Design Review Board's and the Council's denial of Petitioner's application to construct a building on the northwest corner of the Property and to demolish a rock wall was unsupported by substantial evidence, was arbitrary and capricious and not otherwise in accordance with law for the following reasons:

a. Neither the Board nor the Council has the power or authority under the Santa Fe City Code as adopted to preserve historic "view corridors" and the "view corridor" in question was not "historic";

b. The Board's and the Council's ability to regulate or establish "open space" requirements is limited to the provisions of the Loretto Subdistrict of the Business Capital District as found in Santa Fe City Code § 14-26.66 et seq., and additionally limited to the concept of open space set forth in the definition of "streetscape" contained in Santa Fe City Code § 14-70, and the Board and

the Council were required to make findings with respect to both of those ordinances.

c. the rock wall has not been designated as a "contributing" or "significant" structure under the Santa Fe City Code, and to the extent the Board and Council denied the application on that basis, its decision was unlawful, arbitrary and capricious, although the Council still has the authority to make such designation in the future under the Santa Fe City Code;

d. There was no evidence that the historic status of the Loretto Chapel itself would be altered or changed under Teme's application, and the Board's and the Council's denial of the application on the basis that the Chapel's status or the Chapel itself would be altered or changed was arbitrary, capricious and unlawful.

4. The public hearing conducted by the Santa Fe City Council on September 13, 1994 on Petitioner's appeal of the Historic Design Review Board's denial of his application for a building permit was properly noticed.

5. The City Council technically and substantially complied with the requirements of the Open Meetings Act in its consideration of the Petitioner's application to build on the northwest corner of the Property and to demolish the rock wall, and Petitioner was not denied due process and equal protection.

6. Resolution No. 1971-3 is not binding on the City, it did not create vested rights, and the City is not estopped from enforcing the Historic District Ordinances, or any other ordinances, with regard to the subject Property.

7. Petitioner had no vested right to construct a building on the northwest corner of the Property and to demolish the rock wall.

8. The City was not estopped from denying Petitioner's application to build on the northwest corner of the Property and to demolish the rock wall.

9. The City Council's denial of Petitioner's appeal of the Historic Design Review Board's denial of Petitioner's application to construct a building on the northwest corner of the property was arbitrary and capricious, and was unsupported by substantial evidence.

10. The City has the right to preserve the rock wall on the northwest corner of the property in accordance with the procedures set forth for doing so under the Santa Fe City Code and Historic District Ordinances.

B. SF 96-370 (C)

11. The Petitioner had no vested right to demolish the Opportunity School structures.

12 . The City was not estopped from denying Petitioner's application to demolish the Opportunity School structures (for the purpose of this conclusion, the Opportunity School structures do not include the 1984 additions to those structures).

13. The Opportunity School structures, with the exception of the 1984 additions, are "contributing" under the City's historic district ordinance, and the City properly denied the Petitioner's application with regard to the "contributing" structures.

14. The Property was properly included in Ordinance No. 1996-1, and the Historic Districts Status Map, governing the designation of "significant" and "contributing" structures under the City's historic district ordinance.

C. SF 96-793 (C)

15. Ordinance No. 1996-8 (the Height Ordinance) is not unreasonable or arbitrary, and it is reasonably related to the City's interest in preserving the historic character and integrity of the historic district.

16. Ordinance No. 1996-8 is not unconstitutional.

17. The ad hoc committee was not a decision-making or policy making body under the Open Meetings Act.

18. Even if the Open Meetings Act applied to the ad hoc committee, any procedural defect under the Open Meetings Act was cured by the subsequent discussion of Ordinance No. 1996-8 at public hearings of the City's Planning Commission, the Historic Design Review Board, a Planning commission subcommittee, and the City Council.

19. Ordinance No. 1996-8 was properly adopted after several public hearings of the City's Planning Commission, a Planning Commission subcommittee, the Historic Design Review Board and the Santa Fe City Council.

20. Petitioner had adequate notice and a meaningful opportunity to present evidence and to cross-examine witnesses in its protests of the adoption of Ordinance No. 1996-8.

21. Ordinance No. 1996-8 was not used as the basis for the City's denial of Petitioner's application to construct a building on the northwest corner of the Property.

22. The Petitioner had no vested right to construct buildings on the Property up to a height of 65 feet.

23. The Historic Design Review Board and the Santa Fe City Council were not estopped from denying Petitioner's application for a permit to build structures on the Property up to *65* feet in height.

D. SF 96-1006 (C)

24. The demolition permit issued on February 2, 1971 expired in accordance with Section 303(d) of the Uniform Building Code, which had been adopted by the City of Santa Fe, and which provides that permits shall expire if the work authorized by the permit is not commenced within 60 days, or if the work is suspended or abandoned for a period of 120 days.

25. Petitioner did not demolish the Opportunity School structures in 1971, and instead, used the structures as office and storage space for approximately 25 years prior to applying for a new demolition permit in 1996. Petitioner, therefore, did not substantially rely on the demolition permit issued for February 2, 1971.

26. Petitioner had no vested right to demolish the Opportunity School structures.

27. The City was not estopped from denying Petitioner's application for a permit to demolish the Opportunity School structures.

28. The demolition of the Opportunity School structures would cause the loss of historic fabric and historic character in the City's historic district.

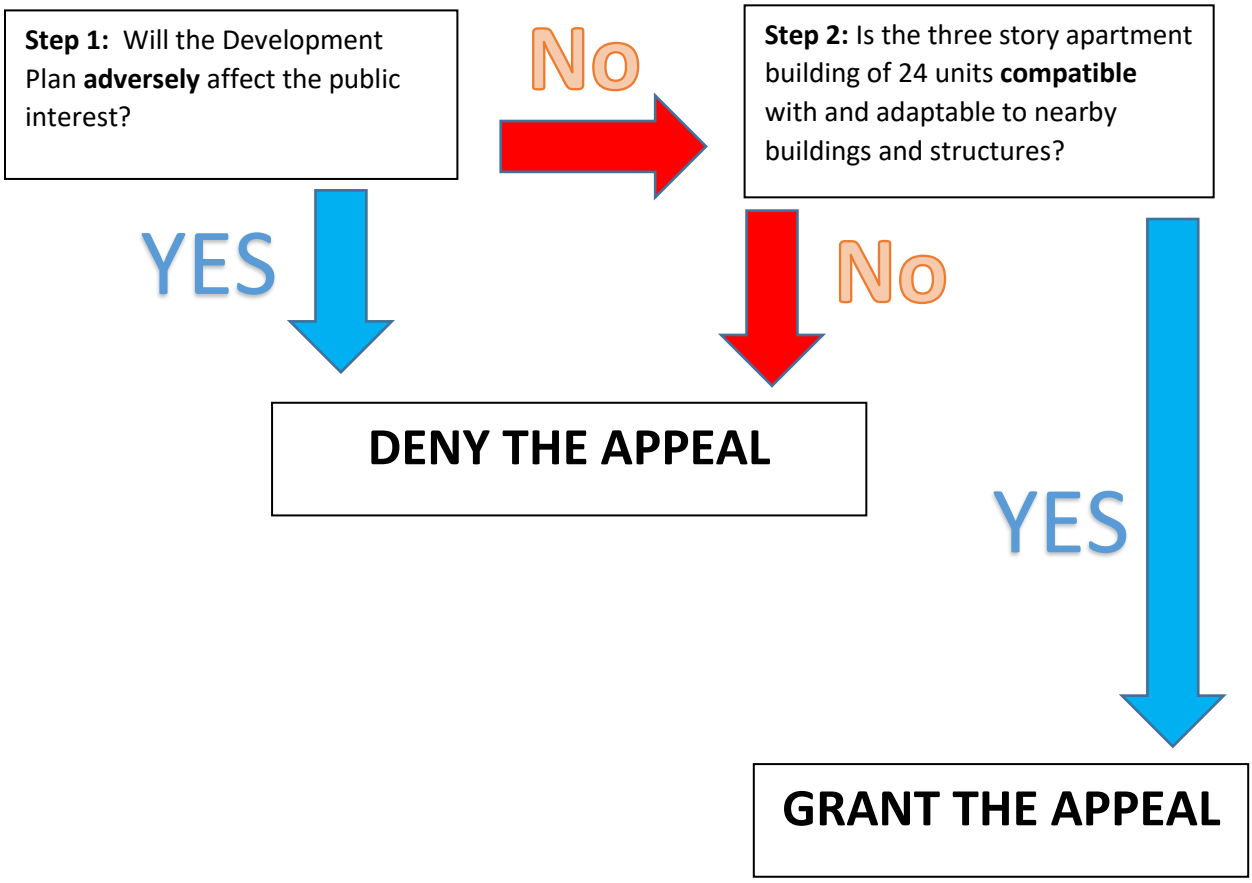
29. The City's decision denying the Petitioner's application for a permit to demolish the Opportunity School structures designated as "contributing" under the ordinance was supported by substantial evidence, and was not arbitrary and capricious.

Stephen Pfeffer

STEPHEN PFEFFER
DISTRICT JUDGE

EXHIBIT F

Decision Tree, Villa Sendero



Signature: 

Email: ekmcsherry@santafenm.gov

City of Santa Fe, New Mexico

memo

To: **Members of the Governing Body**

From: **Frank Ruybalid, Assistant City Attorney** FER

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

Re: **Appeal # 2021-4078-APPL of Case # 2021-3828-HDRB.** Appeal by Steven Brown of the Historic Districts Review Board's Denial of a Request for Retroactive Approval of a 198 sq. ft. portal on a Non-Contributing Residential Structure at 701 E. Alameda #3, in the Downtown and Eastside Historic District. (Frank Ruybalid, Assistant City Attorney, 955-6967)

Date: **November 5, 2021; for the November 10, 2021, Meeting of the Governing Body**

Owner Steven Brown, ("Appellant"), challenges the Historic Districts Review Board's ("Board") decision to deny retroactive approval of a 198 sq. ft. portal on a non-contributing residential structure located at 701 E. Alameda #3, in the Downtown and Eastside Historic District ("Property").

In this "de novo" appeal, the Governing Body must decide whether to uphold or reverse the Board's decision as it relates to the portal. "De novo" means that the Governing Body holds a new hearing for the case and conducts an independent application of the law to the facts and evidence presented. The Governing Body must evaluate whether Appellant has demonstrated that the Board's decision was not supported by either the facts or law. The Governing Body is not required to defer to the underlying decision of the Board but may take the Board's experience and expertise into account when deciding this appeal. In all appeals to the Governing Body, the Appellant has the burden of proof.

I. BACKGROUND & PROCEDURAL HISTORY

701 E. Alameda #3 is a non-historic single-family residential structure located in the City's Downtown and Eastside Historic District. **[Ex. D, Staff Report, Addendum p.9]** Appellant constructed a portal in the rear of the Property without obtaining prior approval from the Board. The City issued a Notice of Violation for the portal and the Appellant submitted an application to the Land Use Department for a construction permit. The Land Use Department informed Appellant that he was required to obtain approval from the HDRB before a construction permit could be issued. **[Ex. E, 07-27-21 Minutes, p.25]**

Historic Preservation Division ("HPD") staff provided the Board with a staff report and recommended that the Board approve the portal because staff found that the proposal complied with all applicable design standards for historic districts generally and the Downtown and Eastside Historic District specifically. **[Ex. D, Staff Report, p.8]** *See* SFCC §§ 14-5.2(D) (general design standards); 14-5.2(E) (district design standards).

At a public hearing held July 27, 2021, the Board heard presentations by HPD staff, Appellant, and interested members of the public. **[Ex. E, 07-27-21 Minutes, pp.24-26]** A public commentator, John Eddy, said the portal lacked esthetics. **[Ex. E, 07-27-21 Minutes, p.25]** Commentator Stephanie Beninato said the portal was disproportionate, not harmonious with the building, and "flimsy looking." **[*Id.*]** Board Member Anthony Guida found it atypical that three upright supports abut the exterior back wall of the house. **[*Id.*]**

Of the soundness and stability of the portal addition, at least two board members and one public participant questioned the structural qualities of the design. **[Ex. E, pp.25-26]** Mr. Guida said it looked like the headers and rafters were insufficient to support the roof, the diagonal bracing was at head height, and Ms. Beninato was not persuaded the portal was stable. **[*Id.*]** Mr. Eddy also pondered the safety of the cross bracing, being at head height. . **[Ex. E, p.25]** Board Chair Cecelia Rios commented that the roof looked too low. **[Ex. E, p.25-26]** Mr. Brown defended the structural integrity of his addition, noting that Permit Specialist Robert Ortiz had not found any fault with the design, and that he (Brown) is six feet tall and can walk under the roof with plenty of clearance at its lowest point, which is eight feet high. **[Ex. E, p.25-26]**

Following questions and discussion from the Board, three members of the Board voted to deny the Project, and one voted to approve it. **[*Id.* at 27]** (Minutes from the 7-27-21 HDRB meeting erroneously read that the vote was unanimous to deny, but this was corrected in the HDRB meeting 8-10-21.) The three Board members who voted to deny the application said they would not have approved the Project if it had come before the Board before being constructed and they questioned whether the design of the Project complied with applicable building code standards. **[Ex. E, 07-27-21 Minutes p.26]** The Board members said that the portal did not appear structurally sound and it lacked esthetic appeal. **[*Id.* at p.25]**

The dissenting Board member, John Bienvenu, stated that he would have approved the portal, not because it was a good design, but because the portal is not visible to the public. He said it conforms to the Code, and it does not make sense for Board to judge design elements that only the owner of the property can view. **[*Id.* at p.26]**

On August 11, 2021, the Board adopted written findings of fact and conclusions of law reflecting its decision to deny the approval of the portal. **[Ex. B, FOF & COL, pp.3-5]** On August 13, 2021, Appellant timely filed this appeal. **[Ex. A, Petition, pp.1-2]**

II. GROUNDS FOR APPEAL TO THE GOVERNING BODY

Under SFCC 1987, Section 14-3.17(A)(2), an appeal of a Board decision may be filed only for one or more of the following reasons:

(1) The Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, §§ 3-21-1 to 3-21-14;
(2) The Board misapplied SFCC Chapter 14; or
(3) The Board's decision is not supported by substantial evidence.

III. ISSUES RAISED ON APPEAL

Appellant raises the following issues on appeal:

(1) It was improper for the Board to deny approval on the basis that the portal was not constructed in accordance with applicable Building Code standards.

(2) The portal is not publicly visible and the Board lacks the authority to regulate the construction of the portal for this reason.

IV. ANALYSIS

To win on appeal, Appellant has the burden of proving that the Board's decision was wrong. *See* SFCC 1987, § 14-13.17(H)(4). The Board's denial was based on its conclusion that the Project did not comply with the design standards for the Downtown and Eastside Historic District, as set forth in SFCC 1987, Section 14-5.2(E). The Board's findings and conclusions included the following:

> 6. At the hearing, members of the Board and the public expressed concerns about whether the design of the portal meets applicable building code standards.
>
> 7. The Applicant cannot resolve the notice of violation without obtaining a building permit from the City and passing an inspection, in addition to obtaining the required review and approval from the Board.
> . . .
>
> 12. The Downtown and Eastside Historic District is the City's core historic area, and the design standards that apply within the Downtown

and Eastside Historic District are more stringent than the design standards that apply within the other historic districts in the City.

13. SFCC Section 14-5.2(E) sets forth the district design standards for the Downtown and Eastside Historic District and provides that the architecture in this area must be either "Old Santa Fe Style" or "Recent Santa Fe Style."

14. As described in SFCC Section 14-5.2(E), "Old Santa Fe Style" is a style of architecture that "has evolved within the city from the year 1600 to the present characterized by construction with adobe."

15. SFCC Section 14-5.2(E)(2) provides that "Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction."

16. The portal does not comply with SFCC § 14-5.2(E) because the style, form, and proportions of the portal are not harmonious with the historic buildings of the Downtown and Eastside Historic District.

. . .

18. The Applicant did not request an exception in this case.

[Ex. B, FOF & COL, pp.3-4]

If the Board's decision to deny the Project was right for any reason, the Governing Body should affirm the decision of the Board and deny the appeal. If none of the reasons for the Board's decision are sufficiently supported by the facts and law and the record supports a conclusion that the portal complies with the City's historic code, the Governing Body should reverse the decision of the Board and grant the appeal.

A. Appellant Argument #1: The Board improperly denied approval on the basis that the portal was not constructed in accordance with applicable Building Code standards.

Appellant argues that it was improper for the Board to deny approval of the project on the basis that the portal was not constructed in accordance with applicable Building Code standards. **[Ex. A, Appeal Petition, pp.1-2]** This argument can be construed as an argument that the Board's decision does not comply with SFCC Chapter 14 (which is one of the permissible bases for appeal in SFCC § 14-3.17(A)(2); see this Memo, Section II, above).

Generally, the Land Use Code authorizes the HDRB to review applications for exterior alterations in the Historic Districts in accordance with *architectural design* standards. *See* SFCC § 14-2.6(C)(1) (Board has the power and duty to review and

approve or deny all applications for exterior alteration in the Historic Districts in accordance with the standards and procedures set forth in SFCC § 14-5.2); § 14-5.2(C)(4) (all development located in Historic Districts and subject to this Section 14-5.2 shall comply with all applicable *general* development standards set forth in subsection (D), as well as any applicable *specific* development standards set forth in subsections (E) through (I)).

However, *structural quality and safety* are a separate set of issues, controlled by other provisions of the City Code, not H-District regulations under Section 14-5.2. See SFCC § 7-1.5(A), no building permit issue for construction or erection of any structure of any kind within the City unless the construction complies with all codes as set forth in § 7-1.1(A) and all applicable ordinances; § 14-3.11(B)(5), requiring property owner to display poster issued by Land Use Director within 24 hours after permit is issued until final inspection.

The Historic District Review Board has no control over any of these issues. Although the participants in the HDRB meeting July 27, 2021, questioned the solidity of the structure, there was no resolution to that debate. The Findings of Fact and Conclusions of Law made clear that such questions had to be answered by the Permit Division: "[A]pplicant cannot resolve the notice of violation without obtaining a building permit from the City and passing an inspection . . .." **[Ex. B, FOF & COL, p.3]** Neither the HDRB nor the Governing Body can address whether Mr. Brown's architectural drafts have to be certified by an engineer, whether the City building code staff can do its own engineering evaluation, whether the project needed a "footing" inspection to check whether the upright columns are sufficiently anchored to the ground, and other questions.

Whether the project meets any required architectural design standards is a question that has to be answered when the Governing Body considers the Appellant's challenge on the matter of "public visibility," Section B.

B. Appellant Argument #2: The portal is not publicly visible, and the Board does not have the authority to regulate the construction of the portal for this reason.

Mr. Brown has, in his application, throughout the HDRB proceedings and on appeal, maintained that no one can see his new portal because it is attached to the *back* of his house, and his backyard is secluded. Therefore, he argues, the HDRB cannot reject his project because the portal is not publicly visible, and the H Board only has authority over publicly visible parts of a building.

The HDRB has to weigh the public visibility of a project only under certain circumstances. The Governing Body must decide whether those circumstances are present here. In the specific design standards for the Downtown and Eastside Historic District, the question whether a portal is "publicly visible" depends whether the affected building is "Old Santa Fe Style" or "Recent Santa Fe Style."

1. The HDRB has the authority to review *all* construction, additions or alterations in the Historic Districts.

In the Historic Districts, any kind of new construction, or additions to existing houses that affects their exterior appearance, is controlled by the City Code, and must be reviewed by the HDRB. SFCC 1987, Section 14-5.2(C)(4), "Compliance with General and Specific Design Standards Required," reads, "All development located within the historic districts and subject to this Section 14-5.2 shall comply with all applicable general development standards set forth in Subsection 14-5.2(D), as well as any applicable specific development standards set forth in Subsections 14-5.2(E) through (I)." This section makes no reference to public visibility.

In the General Design Standards for All H Districts, SFCC 1987, Section 14-5.2(D), the only reference to portals is Subsection (4), which reads, simply, "Existing porches or portals shall not be enclosed." There is no reference to public visibility in this subsection, but, of course, Mr. Brown's portal is newly built, not "existing," and it is not enclosed.

2. If the building to which the portal is attached is "Old" Santa Fe Style, public visibility does not matter.

Old Santa Fe Style is defined in Section 14-5.2(E)(1) as, "[C]haracterized by construction with adobe, is defined as including the so-called 'pueblo' or 'pueblo-Spanish' or 'Spanish-Indian' and 'territorial' styles and is more specifically described as follows . . . (six criteria)." Portals (or "portales") are described in Subsection (a):

> Roofs are never carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by wooden columns. . . . Façades are flat, varied by inset portales, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices, which, as well as doors, are frequently carved and the carving may be picked out with bright colors.

There is nothing about public visibility in this subsection.

It is doubtful that historic design was ever contemplated for this portal, characterized by plain construction, prominently featuring natural, and milled timber. In his application to the Board, the Appellant wrote:

> The portal in question is an open-air structure attached by brackets to the back of my condominium unit. It covers 198 square feet of my back yard . . .. The materials are premium grade, 6" x 6" treated pine upright posts set on 18" cement footings, 4" x 6" treated pine outer roof beams (front and back), 4" x 4" treated pine joists, and true 1" x 12" rough cut pine roof

planks. Wood surfaces are finished with natural varnish. The roof covering is 90 lb. felt roofing over tar paper. **[Ex. D, Staff Report, p.11]**

The materials are out of harmony with the condominium units at 701 E. Alameda, including Mr. Brown's Unit 3.

The condominium complex is a one-story mix of Pueblo and Territorial Styles, featuring tan stucco walls, parapeted flat roofs with canales, white window frames and pediment lintels. Criteria for Old Santa Fe Style, set out in SFCC 1987, Section 14-5.2(E)(1), are (summarized):

(a) Flat roofs with a slight slope, never carried out beyond the line of the walls, except to cover an enclosed or exterior portal; flat façades with projecting vigas or roof beams, canales or water spouts, wooden lintels, architraves and cornices; arches almost never used;

(b) All exterior walls are one color, ranging from light to dark earth colors;

(c) On each façade, solid wall space greater than window and door space combined; single panes of glass must be smaller than 30 inches in any dimension;

(d) Skylights, HVAC and roof structures other than chimneys concealed by firewall (or parapet);

(e) Construction of adobe with mud plaster finish, or masonry blocks, bricks or other material with mud plaster or hard plaster finish simulating adobe; exterior walls not less than 8 inches thick; and

(f) Commercial buildings to have portal covering the entire sidewalk, with columns at curb line.

The homes at 701 E. Alameda meet almost all these criteria (except subsection (f), which applies to commercial buildings), but none of these elements are apparent in Mr. Brown's portal. And Mr. Brown appears to have the only portal in the complex. (There is a smaller, covered breezeway between two units on the south side, which comports to the design theme of the complex.) Mr. Brown's portal is not formed by a setback in the wall, its roof extends from the back façade, and the construction features no carving whatsoever, all inconsistent with SFCC 1987, Section 14-5.2(E)(1)(a).

3. Even on a "Recent" Santa Fe Style home, a portal must comport with "Old" Santa Fe Style, if it is publicly visible.

If the building is *Recent* Santa Fe Style, defined in Section 14-5.2(E)(2), then the reviewing board has to consider the public visibility of a portal. Recent Santa Fe style "intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows . . . (six criteria)." SFCC 1987, § 14-5.2(E)(2).

Comparing Old Santa Fe Style, Section 14-5.2(E)(1), to Recent Santa Fe Style, Section 14-5.2(E)(2), some differences are, in Recent Santa Fe Style:

- Up to 20 percent of a façade can be stone, brick, tile or other material (Subsection (E)(2)(d));

- There is nothing limiting arches;

- Roofs can exceed the line of the walls by up to 30 inches (Subsection (E)(2)(f));

- Nothing limits single panes of glass to 30 inches;

- There is no requirement that exterior walls be at least 8 inches thick; and

- Nothing controls portals on commercial buildings.

These elements are not found on the homes at 701 E. Alameda. They have small window panes, no arches, no stone or brick on the façades, the roofs do not exceed the wall lines (except for the roofs on the breezeway and the Appellant's portal), and the HVAC and other roof structures are concealed by a firewall.

Portals on Recent Santa Fe Style houses are described in SFCC Section 14-5.2(E)(2), Subsection (e):

> Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on *publicly visible* portions of the building and walls shall be of one of the *old* Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only.

(Emphasis added.)

Note this rather circular quality of the description: Even though Subsection 14-5.2(E)(2)(e) describes *Recent* Santa Fe Style, windows, doors and portals shall be *Old* Santa Fe Style if they are on a "publicly visible" portion of the building. Comparing Old Santa Fe Style to Recent Santa Fe Style, as the distinction affects portals like the Appellant's, if the portal is on an Old Style building, it does not matter whether it is publicly visible – it *must* be consistent with the style; but if the portal is on a Recent Style building, it must be consistent with the Old Style only if it is publicly visible.

"PUBLICLY VISIBLE" is defined in the City's Code as follows: "The portion of a structure visible from a public street, way or other area to which the public has legal access; and provided that to be publicly visible, a structure need not be adjacent to a public street or way or area to which the public has legal access." *See* SFCC 1987, § 14-12.1. Thus, under this definition, a structure others can view from a nearby, higher elevation, or other legally accessible area, may be publicly visible, even if persons driving or walking on a street adjacent to the building cannot see it. While driving or walking along East Alameda Street, an observer could not tell there is a portal behind Mr. Brown's condo unit, the definition of Publicly Visible is arguably broader than that. The portal is visible from the airspace above and is plainly apparent on Google Street View.

In the HDRB meeting July 27, 2021 **[Ex. E, 07-27-21 Minutes, pp.24]**, the Planning Staff noted that the back yard of the Brown residence is concealed by high

fences on three sides, and by the house on the fourth side. In an undated letter submitted to the Board in the Planning Staff's report, **[Ex. D, Staff Report, p.11]** Mr. Brown made a similar argument, that a fence at least seven feet high encloses the yard on three sides, with the residence covering the fourth; arguing that, thus, the portal is not visible or accessible from any place other than his residence. He wrote, "If you don't happen to be coming through my bedroom, you don't even know it's there." **[Ex. D, Staff Report, p.11]**

The dissenting Board member expressed his opinion that the portal had no public visibility. **[Ex. E, 07-27-21 Minutes, pp.26]** Although the HDRB did not make this distinction, it is implicit in its vote to deny this application that (1) the units at 701 E. Alameda are Old Santa Fe Style and the portal is inconsistent with that style, or (2) the units at 701 E. Alameda are Recent Santa Fe Style, the portal is publicly visible and is inconsistent with the Old Santa Fe Style. Either way, the Board must have found by a majority vote that the design of the portal does not meet the standards of the Old Santa Fe Style. It did not necessarily have to find that the portal was publicly visible to arrive at its consensus.

V. CONCLUSION

In considering Steven Brown's appeal, the Governing Body must address the following questions:

1. Does Mr. Brown's portal **comply with Historic District Design Standards** defining the **Old Santa Fe Style**?:

- If the answer to this question is "**yes**," then it must **grant Mr. Brown's appeal**, for it is then immaterial whether the buildings at 701 E. Alameda are Old or Recent Santa Fe Style, or whether the portal is publicly visible.
- If the answer to this question is "**no**," then it must consider **whether the buildings at 701 E. Alameda are Old Santa Fe Style or Recent Santa Fe Style** (see consideration # 2, below).

2. Are the condominium buildings at 701 E. Alameda **Old Santa Fe Style**, or **Recent Santa Fe Style**?:

- If the Governing Body decides the buildings are **Old Santa Fe Style**, then it **must deny Mr. Brown's appeal**, for it is then immaterial whether the portal is publicly visible.

- If the Governing Body decides the buildings are **Recent Santa Fe Style**, then it must consider **whether the portal is publicly visible** (see consideration # 3, below).

3. Is Mr. Brown's portal **publicly visible**?:

- If the answer to this question is "**yes**," the Governing Body must **deny Mr. Brown's appeal**, because publicly visible portals on Recent Santa Fe Style buildings must comply with the applicable Historic District design standards, and this portal is non-compliant.

- If the answer to this question is "**no**," the Governing Body must **grant Mr. Brown's appeal**, because on buildings that are Recent Santa Fe Style, portals that are not publicly visible need not comply with Historic District design standards.

VI. MOTION OPTIONS

There are four options for motions in this case. Sample motions follow:

Motion 1: *I move to **deny** the appeal, on the grounds that 701 E. Alameda St. is an Old Santa Fe Style building, the Project does not meet the applicable Historic District design standards, affirm the Board's decision, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 2: *I move to **deny** the appeal, on the grounds that 701 E. Alameda St. is a Recent Santa Fe Style building, the Project is publicly visible, the Project does not meet the applicable Historic District design standards, affirm the Board's decision, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 3: *I move to **grant** the appeal, on the grounds that the Project complies with the applicable Historic District Design Standards for Old Santa Fe Style buildings, approve the Project, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

Motion 4: *I move to **grant** the appeal, on the grounds that 701 E. Alameda St. is a Recent Santa Fe Style building, and the Project is not publicly visible, approve the Project, and direct staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.*

APPENDIX A:
EXCERPTS FROM THE BUILDING AND LAND USE CODES

7-1.5 -- BUILDING PERMITS

(A) Except as otherwise provided in this code, no building permit shall be issued for the construction, erection or demolition of any structure of any kind within the planning and platting jurisdiction of the city unless the construction, erection or demolition of such structure complies with the terms and provisions of the codes as set forth in section 7-1.1A. SFCC 1987 and all applicable ordinances adopted by the city.

14-2.6 – HISTORIC DISTRICTS REVIEW BOARD

(C) Powers and Duties

The HDRB, which shall meet at least once a month, unless there are no agenda items, and at such other times as the chair may determine, shall have the review and decision-making responsibilities set forth in Table 14-2.1-1, to be carried out in accordance with the terms of Chapter 14. In addition, the HDRB shall:

(1) review and approve or deny all applications for new construction, exterior alteration and demolition of structures, except signs, in the historic districts in accordance with the standards and procedures set forth Section 14-3.14 (Demolition of Historic or Landmark Structure), 14-5.2 (Historic Districts) or 14-10 (Nonconformities).

14-3.11 -- CONSTRUCTION PERMITS

(A) Applicability

(1) A building or other structure that is regulated by Chapter 14 shall not be erected, moved, added to or altered, nor shall other development activities described in this section occur, without a construction permit issued by the land use director or building official. . . .

(2) A construction permit shall not be issued by the land use director except in conformity with the provisions of Chapter 14. When required by the provisions of Chapter 7 SFCC 1987 (Building and Housing), the building official shall approve the construction permit prior to issuance. . . .

(B) General Procedures

(5) Posting of Construction Permits

Within twenty-four hours after issuance of a construction permit, the applicant shall post the property for which the permit has been issued with posters obtained from the land use director. One or more posters shall be prominently displayed, readable from each public and private road abutting the property, and securely placed on the property. If the property does not abut a public street or road, the land use director shall require additional posters within nearby public streets or roads to provide effective notice to the public. Placement of the posters shall be in such a manner as not to compromise public safety. The posters shall remain in place until after the completion and final inspection of all work covered by the permit.

14-3.17 -- APPEALS

(A) Appealable Actions

. . .

(2) Basis for Appeal

An appeal may only be filed for the following reasons:

(a) to contest noncompliance of a final action with Chapter 14 or Sections 3-21-1 through 3-21-14 NMSA 1978;

(b) to contest the application of Chapter 14; or

(c) to appeal a decision lacking substantial evidence to support it. . . .

(H) Appeal Hearing Procedure

. . .

(4) Burden of Proof

Unless otherwise provided by law, the appellant has the burden of proof under Subsection 14-3.17(A)(2).

14-5.2(A)(1) – GENERAL PURPOSE (HISTORIC DISTRICTS ORDINANCE)

In order to promote the economic, cultural, and general welfare of the people of the city and to ensure the harmonious, orderly and efficient growth and development of the city, it is deemed essential by the governing body that the qualities relating to the history of Santa Fe, and a harmonious outward appearance, which preserve property values and attract tourists and residents alike, be preserved, some of these qualities being:

(a) The continued existence and preservation of historical areas and buildings;
(b) The continued construction of buildings in the historic styles; and
(c) A general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design.

14-5.2(C)(3) – REVIEW BY HISTORIC BOARD REQUIRED

(a) Except where this chapter provides for review by staff, the historic districts review board shall review all applications for new construction, alteration, or demolition in the historic districts, and of landmark structures throughout the city, based on the standards set forth in this Section 14-5.2.
(b) The historic board may approve an application for alteration or for new construction on the condition that changes relating to exterior appearance recommended by it be made in the proposed work. In such case, no permit shall be issued until new exhibits, satisfactory to the board have been submitted.

14-5.2(C)(4) – COMPLIANCE WITH GENERAL & SPECIFIC DESIGN STANDARDS REQUIRED

All development located within the historic districts and subject to this Section 14-5.2 shall comply with all applicable general development standards set forth in Subsection 14-5.2(D), as well as any applicable specific development standards set forth in Subsections 14-5.2(E) through (I).

14-5.2(C)(5) -- EXCEPTIONS

Staff shall determine whether an exception to this section is required. The historic board may grant an exception to the regulations set forth in this section provided that such exception does not exceed the underlying zoning. . . .

(c) Height, Pitch, Scale, Massing, and Floor Stepbacks

The board is the city administrative board reviewing and granting or denying requests for exceptions from regulations set forth in Subsection 14-5.2(D)(9). When requesting exceptions the applicant shall use the procedures for public notice and hearing set forth in Section 14-3.6(B)(3), unless the applicant also requests a variance to the underlying zoning. In such a case the applicant for the H ordinance exception shall not be required to publish a legal ad in the local newspaper. Exceptions are project specific and do not apply to the subject property in perpetuity. The board may grant exceptions and impose conditions thereon to Subsection 14-5.2(D)(9) for height of structures within the historic districts as specified in Subsection 14-5.2(D)(9)(a). The applicant for such exceptions shall conclusively demonstrate and the board shall make a positive finding of fact that such exceptions comply with all the criteria listed as follows:

(i) Do not damage the character of the streetscape;

(ii) Prevent a hardship to the applicant or an injury to the public welfare;

(iii) Strengthen the unique heterogeneous character of the city by providing a full range of design options to ensure that residents can continue to reside within the historic districts;

(iv) Are due to special conditions and circumstances which are peculiar to the land or structure involved and which are not applicable to other lands or structures in the related streetscape;

(v) Are due to special conditions and circumstances which are not a result of the actions of the applicant; and

(vi) Provide the least negative impact with respect to the purpose of this section as set forth in Subsection 14-5.2(A)(1).

14-5.2(D) -- GENERAL DESIGN STANDARDS FOR ALL H DISTRICTS

In any review of proposed additions or alterations to structures that have been declared significant or contributing in any historic district or a landmark in any part of the city, the following standards shall be met:

(1) General

(a) The status of a significant, contributing, or landmark structure shall be retained and preserved. If a proposed alteration will cause a structure to lose its significant, contributing, or landmark status, the application shall be denied. The removal of historic materials or alteration of architectural features and spaces that embody the status shall be prohibited.

(b) If a proposed alteration or new construction will cause an adjacent structure to lose its significant, contributing, or landmark status, the application may be denied.

(2) Additions

(a) Additions shall have similar materials, architectural treatments and styles, features, and details as the existing structure, but shall not duplicate those of the existing structure in a manner that will make the addition indistinguishable from the existing structure.

(b) Additions to buildings that meet the standards of Subsection 14-5.2(E) shall continue to meet those standards set forth in Subsection 14-5.2(E) in addition to the standards set forth in this section.

(c) Additions are not permitted to primary façades.

(d) Additions are not permitted to the side of the existing footprint unless the addition is set back a minimum of ten (10) feet from the primary facade. The addition shall not exceed fifty percent of the square footage of the existing footprint, and shall not exceed fifty percent of the existing dimension of the primary facade. To the extent architecturally practicable, new additions shall be attached to any existing noncontributing portion of structures instead of attaching them to the significant or contributing portion.

. . .

(4) Porches and Portals

Existing porches or portals shall not be enclosed.

(5) Windows, Doors, and Other Architectural Features

(a) For all facades of significant and landmark structures and for the primary facades of contributing structures:

(i) Historic windows shall be repaired or restored wherever possible. Historic windows that cannot be repaired or restored shall be duplicated in the size, style, and material of the original. Thermal double pane glass may be used. No opening shall be widened or narrowed.

(ii) No new opening shall be made where one presently does not exist unless historic documentation supports its prior existence.

(iii) No existing opening shall be closed.

(b) For all façades of significant, contributing and landmark structures, architectural features, finishes, and details other than doors and windows, shall be repaired rather than replaced. In the event replacement is necessary, the use of new material may be approved. The new material shall match the material being replaced in composition, design, color, texture, and other visual qualities. Replacement or duplication of missing features shall be substantiated by documentation, physical or pictorial evidence.

(6) Roofs

The existing roof styles and materials shall be maintained or replaced in kind if necessary. The addition of dormers or other roof features should only be considered when they are an existing or historical feature of the structure.

. . .

14-5.2(E) – DOWNTOWN AND EASTSIDE DESIGN STANDARDS

The governing body recognizes that a style of architecture has evolved within the city from the year 1600 to the present characterized by construction with adobe, hereafter called “old Santa Fe style”, and that another style has evolved, hereafter called “recent Santa Fe style”, which is a development from, and an elaboration of the old Santa Fe style, with different materials and frequently with added decorations.

(1) Old Santa Fe Style

Old Santa Fe style, characterized by construction with adobe, is defined as including the so-called "pueblo" or "pueblo-Spanish" or "Spanish-Indian" and "territorial" styles and is more specifically described as follows:

(a) With rare exception, buildings are of one story, few have three stories, and the characteristic effect is that the buildings are long and low. Roofs are flat with a slight slope and surrounded on at least three sides by a firewall of the same color and material as the walls or of brick. Roofs are never carried out beyond the line of the walls except to cover an enclosed portal or porch formed by setting back a portion of the wall or to form an exterior portal, the outer edge of the roof being supported by wooden columns. Two-story construction is more common in the territorial than in other sub-styles, and is preferably accompanied by a balcony at the level of the floor of the second story. Façades are flat, varied by inset portales, exterior portales, projecting vigas or roof beams, canales or water-spouts, flanking buttresses and wooden lintels, architraves and cornices, which, as well as doors, are frequently carved and the carving may be picked out with bright colors. Arches are almost never used except for nonfunctional arches, often slightly ogive, over gateways in freestanding walls;

(b) All exterior walls of a building are painted alike. The colors range from a light earth color to a dark earth color. The exception to this rule is the protected space under portales, or in church-derived designs, inset panels in a wall under the roof, in which case the roof overhangs the panel. These spaces may be painted white or a contrasting color, or have mural decorations;

(c) Solid wall space is always greater in any façade than window and door space combined. Single panes of glass larger than thirty (30) inches in any dimension are not permissible except as otherwise provided in this section;

(d) The rule as to flat roofs shall not be construed to prevent the construction of skylights or installation of air conditioning devices, or any other necessary roof structures, but such structures other than chimneys, flues, vents and aerials, shall be so placed as to be concealed by the firewall from the view of anyone standing in the street on which the building fronts;

(e) True old Santa Fe style buildings are made of adobe with mud plaster finish. Construction with masonry blocks, bricks, or other materials with which the adobe effect can be simulated is permissible; provided, that the exterior walls are not less than eight (8) inches thick and that geometrically straight façade lines are avoided. Mud plaster or hard plaster simulating adobe, laid on smoothly, is required; and

(f) It is characteristic of old Santa Fe style commercial buildings to place a portal so that it covers the entire sidewalk, the columns being set at the curb line.

(2) Recent Santa Fe Style

Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction, prescribed as follows:

(a) No building shall be over two stories in height in any façade unless the façade shall include projecting or recessed portales, setbacks or other design elements;

(b) The combined door and window area in any publicly visible façade shall not exceed forty percent of the total area of the façade except for doors or windows located under a portal. No door or window in a publicly visible façade shall be located nearer than three (3) feet from the corner of the façade;

(c) No cantilevers shall be permitted except over projecting vigas, beams, or wood corbels, or as part of the roof treatment described below;

(d) No less than eighty percent of the surface area of any publicly visible façade shall be adobe finish, or stucco simulating adobe finish. The balance of the publicly visible façade, except as above, may be of natural stone, wood, brick, tile, terra cotta, or other material, subject to approval as hereinafter provided for building permits;

(e) The publicly visible façade of any building and of any adjoining walls shall, except as otherwise provided, be of one color, which color shall simulate a light earth or dark earth color, matte or dull finish and of relatively smooth texture. Façade surfaces under portales may be of contrasting or complimentary colors. Windows, doors and portals on publicly visible portions of the building and walls shall be of one of the old Santa Fe styles; except that buildings with portals may have larger plate glass areas for windows under portals only. Deep window recesses are characteristic; and

(f) Flat roofs shall have not more than thirty (30) inches overhang.

14-11.4 -- REMEDIES AND PENALTIES

(A) Remedies

(1) If a structure is erected, constructed, reconstructed, altered , repaired, converted, or maintained in violation of Chapter 14; or a structure or property is used in violation of Chapter 14; or if any other violation of this chapter occurs, the governing body, city attorney, enforcement officer, or other proper city official may institute appropriate actions or proceedings to prevent, restrain, correct, or abate such violation or to mandate compliance.

(2) The land use director may:

(a) withhold or revoke permits that the director is authorized to issue, including construction permits and short-term rental permits, if the applicant or permittee has violated a regulation relating to the granting of the permit, or if in the judgment of the land use director the public welfare requires that the permit be revoked or withheld;

(b) withhold or revoke certificates of occupancy;

(c) withhold the recording of plats or development plans;

(d) order discontinuance of illegal use of land or structures;

(e) order discontinuance of any illegal work being done;

(f) order removal of illegal structures or alterations;

(g) order that any land or structure modified in violation of this Chapter be restored to compliance; or

(h) order a one (1)-year waiting period for application for a short-term rental permit by a person who has operated a short-term rental unit in violation of the short-term rental ordinance, subsection 14-6.2(A)(5), or has failed to pay or report taxes on the short-term rental unit as required by law.

14-12.1 -- DEFINITIONS

DEVELOPMENT
A manmade change in improved and unimproved real estate, including buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, with the exception of routine maintenance and repair.

NON-CONTRIBUTING STRUCTURE
A structure, located in an H district, that is less than fifty years old or that does not exhibit sufficient historic integrity to establish and maintain the character of the H District.

PORCH
A roofed space outside the main walls of a structure at street or first floor level, which has a depth of not less than four feet from the outside face.

PORTAL
A long porch or portico with roof, supported by vertical posts.

PUBLICLY VISIBLE
The portion of a structure visible from a public street, way or other area to which the public has legal access; and provided that to be publicly visible, a structure need not be adjacent to a public street or way or area to which the public has legal access.

STREETSCAPE
The visual character of a street or section of a street as defined by topography; the pattern of structures and open space; building and wall setbacks; street design; architectural design; and heights, widths and proportions of structures, fixtures and graphics.

Exhibits to City Attorney's Office Memorandum

Appeal # 2021-004078-APPL of Case # 2021-003828-HDRB

701 E. Alameda, Unit 3 – Steven Brown

November 10, 2021, Meeting of the Governing Body

A	Verified Appeal Petition	August 13, 2021	Pages 1-2
B	HRBD's Findings of Fact and Conclusions of Law	August 10, 2021	Pages 3-5
C	Board Action Letter	July 28, 2021	Page 6
D	Staff Report / Recommendations for Case # 2021-003828-HDRB, with attachments: **1** – Preliminary Zoning Review Worksheet **2** – Letter from S. Brown to HDRB (undated) **3** – Site plan showing placement of portal **4** – Three schematic drawings **5** – Four photos	July 13, 2021	Pages 7-9 Page 10 Page 11 Page 12 Pages 13-15 Pages 16-19
E	Relevant Excerpts from HDRB Meeting Minutes pp. 1-4 pp. 22-25	July 27, 2021	 Pages 20-23 Pages 24-27
F	Relevant Excerpts from HDRB Meeting Minutes pp. 1-4	August 10, 2021	 Pages 28-31
G	Historic Districts Review Board Application	May 24, 2021	Page 32
H	Decision Tree		Page 33

LUD Use Only

Time Filed: 8/13/21 3:47pm
Fee paid: $ 200.00
Receipt attached:) gg

(date stamp)

VERIFIED APPEAL PETITION

Two originals of this form must be filed. The Land Use Department Director or his/her designee will enter the date and time of receipt and initial both originals. See Section 14-3.17(D) SFCC 2001 for the procedure.

Appellant Information

Name: BROWN (Last) STEVEN (First) P. (M.I.)

Address: 701 E. ALAMEDA ST. (Street Address) UNIT 3 (Suite/Unit #)

SANTA FE (City) NM (State) 87501 (ZIP Code)

Phone: (832) 655-0801 E-mail Address: SPBROWN@UH.EDU

Additional Appellant Names: N.A.

Correspondence Directed to: ☒ Appellant ☐ Agent ☐ Both

Agent Authorization (if applicable)

I/We: _____

authorize _____ to act as my/our agent to execute this application.

Signed: _____ Date: _____

Signed: _____ Date: _____

Subject of Appeal

Project Name: 701 E. ALAMEDA PORTAL

Applicant or Owner Name: DR. STEVEN P. BROWN

Location of Subject Site: 701 E. ALAMEDA ST., UNIT 3

Case Number: _____ Permit Number (if applicable): _____

Final Action Appealed:

☐ Issuance of Building Permit ☐ Other Final Determination of LUD Director

Final Action of Board or Commission (specify): ☐ Planning Commission ☐ Board of Adjustment ☐ BCD-DRC ☒ HDRB

Basis of Standing (see Section 14-3.17(B) SFCC 2001):

Basis for Appeal: ☒ The facts were incorrectly determined ☐ Ordinances/laws were violated and/or misrepresented

Description of the final action appealed from, and date on which final action was taken:

APPLICATION REJECTED FOR ALLEGED SUBSTANDARD CONSTRUCTION AND PUBLIC VISIBILITY. FINAL ACTION TAKEN ON 8-11-2021.

☐ Check here if you have attached a copy of the final action that is being appealed.

Description of Harm

Describe the harm that would result to you from the action appealed from (attach additional pages if necessary):

WOULD HAVE TO: ① DEMO EXISTING STRUCTURE (COST: ≈ $10,000); ② RETAIN ARCHITECT (COST: $5,000); ③ BUILD REVISED STRUCTURE (COST: $20,000); ④ ORIGINAL CONSTRUCTION COST ($10,000). TOTAL = $45,000.

COSTS ESTIMATED BY ERIC ENFIELD, ARCHITECTURAL ALLIANCE

Explain the Basis for Appeal

Please detail the basis for Appeal here (be specific):

REBUTTING REASONS FOR REJECTION: ① POOR CONSTRUCTION - STRUCTURAL ENGINEERING REPORT AND ANECDOTAL REPORTS INDICATE THE OPPOSITE. ② PUBLIC VISIBILITY. THERE ABSOLUTELY IS NONE.

Signature and Verification

I hereby certify that the documents submitted for review and consideration by the City of Santa Fe have been prepared to meet the minimum standards outlined in the Land Development Code, Chapter 14 SFCC 2001. Failure to meet these standards may result in the rejection or postponement of my application. I also certify that I have met with the City's Current Planning staff to verify that the attached proposal is in compliance with the City's zoning requirements.

Appellant Signature: Steven P. Brown Date: 8/12/2021

Agent Signature: _____ Date: _____

State of New Mexico)
) ss.
County of Santa Fe)

I/We STEVEN P. BROWN, being first duly sworn, depose and say: I/We have read the foregoing appeal petition and know the contents thereof and that the same are true to my/our own knowledge.

Appellant/s:

Steven P. Brown
Signature

_____
Signature

STEVEN P. BROWN
Print Name

_____
Print Name

Subscribed and sworn to before me this 12 day of August, 2021.

OFFICIAL SEAL
MARIAH GUTIERREZ
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 11/20/2021

Mariah Gutierrez
NOTARY PUBLIC

My commission expires:
11/20/2021

City of Santa Fe
Historic Districts Review Board
Findings of Fact and Conclusions of Law

Case #2021-003828-HDRB
Address – 701 East Alameda Street, Unit 3
Owner/Applicant's Name – Steven P. Brown

THIS MATTER came before the Historic Districts Review Board ("Board") for hearing on July 27, 2021.

BACKGROUND

701 East Alameda is a non-historic single-family residential structure in the Downtown and Eastside Historic District. At this hearing, the Applicant appeared before the Board to request retroactive approval of an already-constructed 198 square-foot portal, located at the rear of the property with no public visibility, which had received a notice of violation ("red tag") from the City. The portal is constructed of pine wood and is finished with a natural varnish and a torch-down roof. At 10 feet high, it stands below the height of the 15-foot structure.

FINDINGS OF FACT

After conducting a public hearing and having heard from the Applicant and all interested persons, the Board hereby FINDS, as follows:

1. Land Use Department Staff conducted a preliminary zoning review ("PZR") and determined that the Application appears to meet the underlying zoning standards set forth in the Santa Fe City Code ("SFCC").
2. Historic Preservation Division Staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Board with a written report of its findings ("Staff Report"), which evaluates the factors relevant to the Application.
3. Historic Preservation Division Staff Recommendation: Staff recommended approval of the proposed project and found that the application complies with SFCC Sections 14-5.2(D), General Design Standards for all Historic Districts; and 14-5.2(E) Downtown and Eastside Design Standards.
4. The project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
5. The property is located in the Downtown and Eastside Historic District and is subject to the district design standards set forth in SFCC Section 14-5.2(E).
6. At the hearing, members of the Board and the public expressed concerns about whether the design of the portal meets applicable building code standards.
7. At the hearing, Staff explained that the Applicant cannot resolve the notice of violation without obtaining a building permit from the City and passing an inspection, in addition to obtaining the required review and approval from the Board.

8. Under SFCC Section 14-2.6(C)(1), the Board has the power and duty to "review and approve or deny all applications for . . . exterior alteration . . . in the historic districts in accordance with the standards and procedures set forth [in SFCC Section] 14-5.2 (Historic Districts)."
9. Under SFCC Section 14-5.2(C)(3)(b), the Board "may approve an application for alteration or for new construction on the condition that changes relating to exterior appearance recommended by it be made in the proposed work."
10. Under SFCC Section 14-5.2(C)(4), "[a]ll development located within the historic districts and subject to this Section 14-5.2 shall comply with all applicable general development standards set forth in Subsection 14-5.2(D), as well as any applicable specific development standards set forth in Subsections 14-5.2(E) through (I)."
11. As set forth in SFCC Section 14-5.2(A)(1)(c), a purpose of the City's Historic Districts Ordinance is to preserve "[a] general harmony as to style, form, color, height, proportion, texture and material between buildings of historic design and those of more modern design."
12. The Downtown and Eastside Historic District is the City's core historic area, and the design standards that apply within the Downtown and Eastside Historic District are more stringent than the design standards that apply within the other historic districts in the City.
13. SFCC Section 14-5.2(E) sets forth the district design standards for the Downtown and Eastside Historic District and provides that the architecture in this area must be either "Old Santa Fe Style" or "Recent Santa Fe Style."
14. As described in SFCC Section 14-5.2(E), "Old Santa Fe Style" is a style of architecture that "has evolved within the city from the year 1600 to the present characterized by construction with adobe."
15. SFCC Section 14-5.2(E)(2) provides that "Recent Santa Fe style intends to achieve harmony with historic buildings by retention of a similarity of materials, color, proportion, and general detail. The dominating effect is to be that of adobe construction."
16. The Board finds that the portal does not comply with SFCC Section 14-5.2(E) because the style, form, and proportions of the portal are not harmonious with the historic buildings of the Downtown and Eastside Historic District.
17. Under SFCC Section 14-5.2(C)(5), an applicant may request an exception to deviate from the Downtown and Eastside Historic District design standards set forth in SFCC Section 14-5.2(E).
18. The Applicant did not request an exception in this case.
19. Under SFCC Sections 14-2.6(B)-(C), 14-5.2(A)(1), 14-5.2(C)(2)(a-d & f), 14-5.2(C)(3)(a-b), 14-5.2(C)(4), 14-5.2(C)(5), and 14-5.2(D), the Board has authority to review, approve, with or without conditions, or deny, all or some of the Applicant's proposed design to assure overall compliance with applicable design standards.
20. Under SFCC Section 14-5.2(C)(3)(b), the Board has the authority to approve an application for alteration or new construction on the condition that changes relating to exterior appearance recommended by the Board be made in the proposed work, and no permit is to issue until new drawings or documentation, satisfactory to the Board, have been submitted.
21. The information contained in the Staff Report and exhibits, and the testimony and evidence submitted at the hearing, establishes that all applicable requirements for Board review as herein described have been met.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Board acted upon the Application as follows:

1. The Board has the authority to review and approve or deny the Application.
2. The Board denies the Application.

IT IS SO ORDERED ON THIS 10th DAY of AUGUST, 2021, BY THE HISTORIC DISTRICTS REVIEW BOARD OF THE CITY OF SANTA FE.

Cecilia Rios
Chair

8/10/21
Date

FILED:

Kristine Mihelcic
Kristine Mihelcic (Aug 30, 2021 10:25 MDT)

Kristine Bustos-Mihelcic
City Clerk

ARM

08/26/2021
Date

APPROVED AS TO FORM:

Sally A. Paez
Assistant City Attorney

August 10, 2021
Date

City of Santa Fe

Land Use Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909

PROJECT DESC: Case 2021-003828-HDRB. 701 East Alameda Street, Unit 3.Downtown and Eastside Historic District. Steven P. Brown, owner and agent, proposes to construct a 198 sq. ft. portal on a non-contributing residential structure. (Daniel Schwab)

CASE NUMBER: 2021-003828--HDRB

PROJECT TYPE: Remodel

LOCATION: 701 E ALAMEDA ST 3
Santa Fe, NM 87501

CONTACTS: Property Owner — Steven p Brown — 701 E Alameda #3, Santa Fe, 87504

BOARD ACTION

This is to certify that the Historic Districts Review Board (HDRB) acted on your request at their hearing on . The decision of the Board was to deny the application.

For further information please call 505-955-6605.

Sincerely,

Daniel Schwab

NOTE: Applicant can use this action letter to apply for construction permit, but the permit shall not be released until the end of the appeal period which starts on the date of filing of the Findings and Conclusions in the City Clerk's office (SFCC 14-3.17(D)). Your permit will be denied if any changes on plans that were not approved by the HDRB or if conditions of approval are not met. **Please attach copies of this letter to all sets when submitting for construction permits.**

City of Santa Fe

Land Use Department | Historic Preservation Division

Plan Number: 2021-003828--HDRB

Project Description:

Project Location(s): 701 E ALAMEDA ST 3
Santa Fe, NM 87501

Contacts:

Property Owner: Steven p Brown
701 E Alameda #3
Santa Fe, 87504

Historic District: HD: Downtown And Eastside

Historic Building Status:

Non-Statused: False Non-Contributing: False Contributing: False Significant/Landmark: False

Primary Elevations:

Publicly Visible Facade-East: No

Publicly Visible Facade-North: No

Publicly Visible Facade-South: Yes

Publicly Visible Facade-West: No

Historic District Inventory Number:

Year of Construction: 1980s

Project Type: Remodel

Historic Building Name:

City of Santa Fe, New Mexico

memo

DATE: July 13, 2021

TO: Historic Districts Review Board Members

FROM: Daniel Schwab, Senior Planner, Historic Preservation Division

---

Case # 2021-003828-HDRB

Address: 701 East Alameda, Unit 3
Historic Status: non-contributing
Historic District: Downtown and Eastside

REFERENCE ATTACHMENTS (Sequentially):

CITY SUBMITTALS

____ District Standards & yard wall & fence standards.

___ Historic Inventory Form

__x__ Zoning Review Sheet

____ Other:

APPLICANT SUBMITTALS

__x__ Proposal Letter

__x__ Site Plan/Floor Plan

__x__ Elevations

__x__ Photographs

____ Other:

STAFF RECOMMENDATION:

Staff recommends approval of the proposed project and finds that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

BACKGROUND & SUMMARY:

701 East Alameda is a non-historic single-family residential structure in the Downtown and Eastside. The applicant is seeking approval for a red-tagged 198 square foot portal located at the rear of the property with no public visibility. It will be constructed of pine wood finished with a natural varnish and a torch-down roof. At 10 feet height, it will stand below the 15-foot structure.

Preliminary Zoning Review Worksheet

City of Santa Fe Land Use Department

To Be Completed By Applicant:	Site Address:
Date Submitted: MAY 24, 2021	701 E. ALAMEDA ST., UNIT 3
Property Owner of Record: STEVEN P. BROWN	Proposed Construction Description:
Applicant/Agent Name: N.A.	PORTAL (IN PRIVATE SPACE)
Contact Person Phone Number: 831.655.0801	TOTAL ROOF AREA: 198 SQ FT

Zoning District: DOWNTOWN / EAST SIDE R-21 (Residential, 21 du/ac) **Lot Coverage**: 2 %
□Open Space Required:_____

Overlay: □ Escarpment N/A
□ Flood Zone* N/A
□ Other: _____

Setbacks:
Proposed Front: _____ Minimum: 7'
2nd Front? _____
Proposed Rear: 5'+ Minimum: 5'
Proposed Sides: L 5'+ R 5'+ Minimum: 5'

Submittals Reviewed with PZR:
☒ Legal Lot of Record ☒ Development Plan ☒ Building Plans ☒ Existing Site Plan ☒ Proposed Site Plan ☒ Elevations

Height: Proposed 8'
Maximum Height: 10' or
□ Regulated by Historic Districts Ordinance
□ Regulated by Escarpment District

Supplemental Zoning Submittals Required for Building Permit:
□ Zero Lot Line Affidavit

Access and Visibility: □ Arterial or Collector**
□ Visibility Triangle Required

Parking Spaces:
Proposed_____ Accessible_____
Minimum:_____

Use of Structure: ☒ Residential
□ Commercial Type of Use: _____

Bicycle Parking**:
Proposed:_____ Minimum:_____
** Commercial Requirement

Terrain: □ 30% slopes_____

* Requires an additional review conducted by Technical Review Division.
** Requires an additional review conducted by the Traffic Engineering Division.

THIS REVIEW DOES NOT GRANT ZONING APPROVAL FOR BUILDING PERMIT. FINAL ZONING REVIEW WILL BE PERFORMED AT THE TIME OF BUILDING PERMIT APPLICATION.

STEVEN P. BROWN [☒OWNER ☒APPLICANT □AGENT]
PRINT NAME

hereby certifies that the information provided for preliminary zoning review is accurate and will not be modified without consulting Land Use Department staff prior to submittal for Historic Districts Review Board review.

Steven P. Brown 5-24-2021
SIGNATURE DATE

To Be Completed By City Staff:

Additional Agency Review if Applicable:
□ Escarpment Approval by _____ Date: __/__/__
□ Flood Plain Approval by _____ Date: __/__/__
□ Traffic Engineering Approval by _____ Date: __/__/__
Notes: _____

Zoning Approval:
□**Preliminary Approval** □**with conditions** □ **Rejected**
Comments/Conditions: _____

REVIEWER: Donna Wynant **DATE:** 6/4/21

Original color form must be submitted with Historic Districts Review Board (HDRB) application packet.

Revised 20 November 2020

PZR Worksheet

Steven P. Brown, Ph.D.
701 E. Alameda St., Unit 3
Santa Fe, NM 87501
832-655-0801

To the Historic Districts Review Board:

I am applying after the fact for approval of a new portal I have built at the rear of my condominium unit at 701 E. Alameda St., Unit 3. It was not my intent to disrespect the authority of the Historic Preservation Department; I just honestly had no clue about being subject to that requirement. It is my sincere intention to rectify this error completely and expeditiously. I have been trying to do this for some time now, but seemingly have undertaken the necessary steps in reverse order. I just didn't know better.

The portal in question is an open-air structure attached by brackets to the back of my condominium unit. It covers 198 square feet of my back yard (drawings and photos attached). The materials are premium grade, 6" x 6" treated pine upright posts set on 18" cement footings, 4" x 6" treated pine outer roof beams (front and back), 4" x 4" treated pine joists, and true 1" x 12" rough cut pine roof planks. Wood surfaces are finished with natural varnish. The roof covering is 90 lb. felt roofing over tar paper.

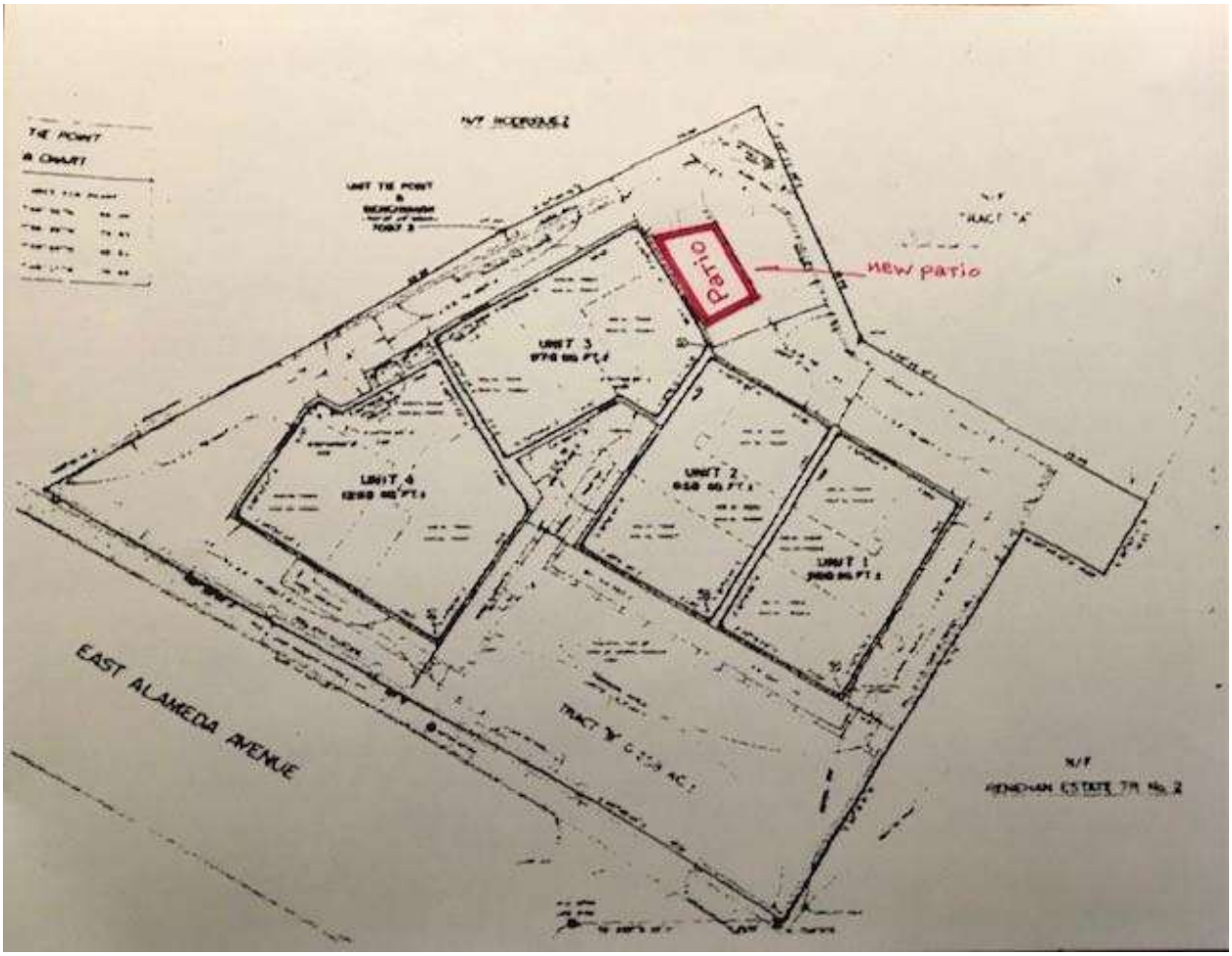
Fences at least seven feet high enclose the yard and portal on three sides, with the residence covering the fourth side. Thus, the portal is not visible or accessible from any place other than my residence. If you don't happen to be coming through my bedroom, you don't even know it's there. There is no visual impact because it is in a completely private space and not visible outside of that space.

I am happy to pay a fine, if necessary, for my process infraction, as well as the requisite fees. I now understand the requirements and am happy to comply with them in every essential detail. The portal complies with code, is very attractive, and substantially improves the utility, comfort, attractiveness, and value of my home.

Inasmuch as it cannot be seen from anywhere other than my home, the public has nothing at stake in the structure. I'm guilty of building the portal without prior approval, and am sorry for that, but it does no harm to anyone or anything.

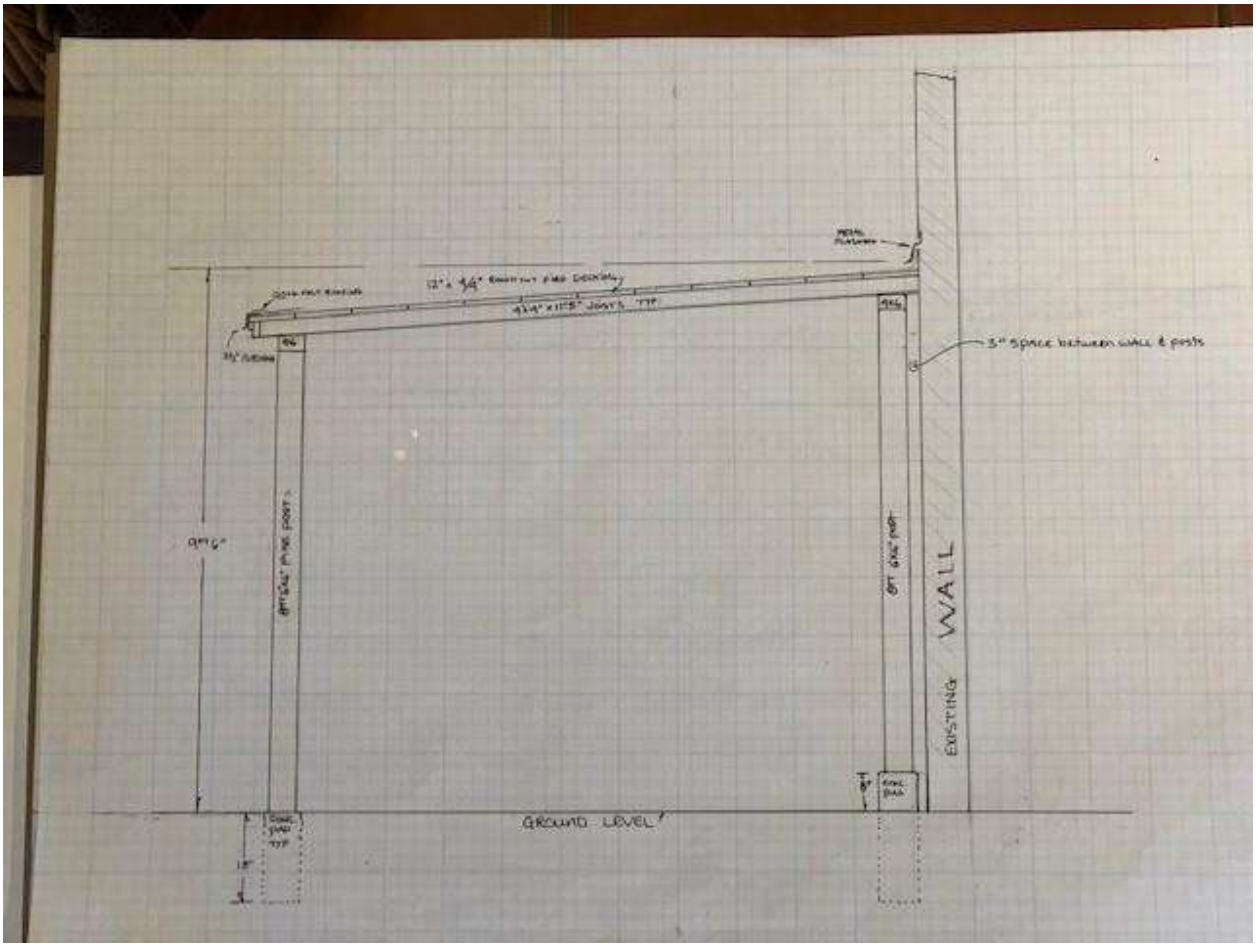
Respectfully,

Steven P. Brown, Ph.D.

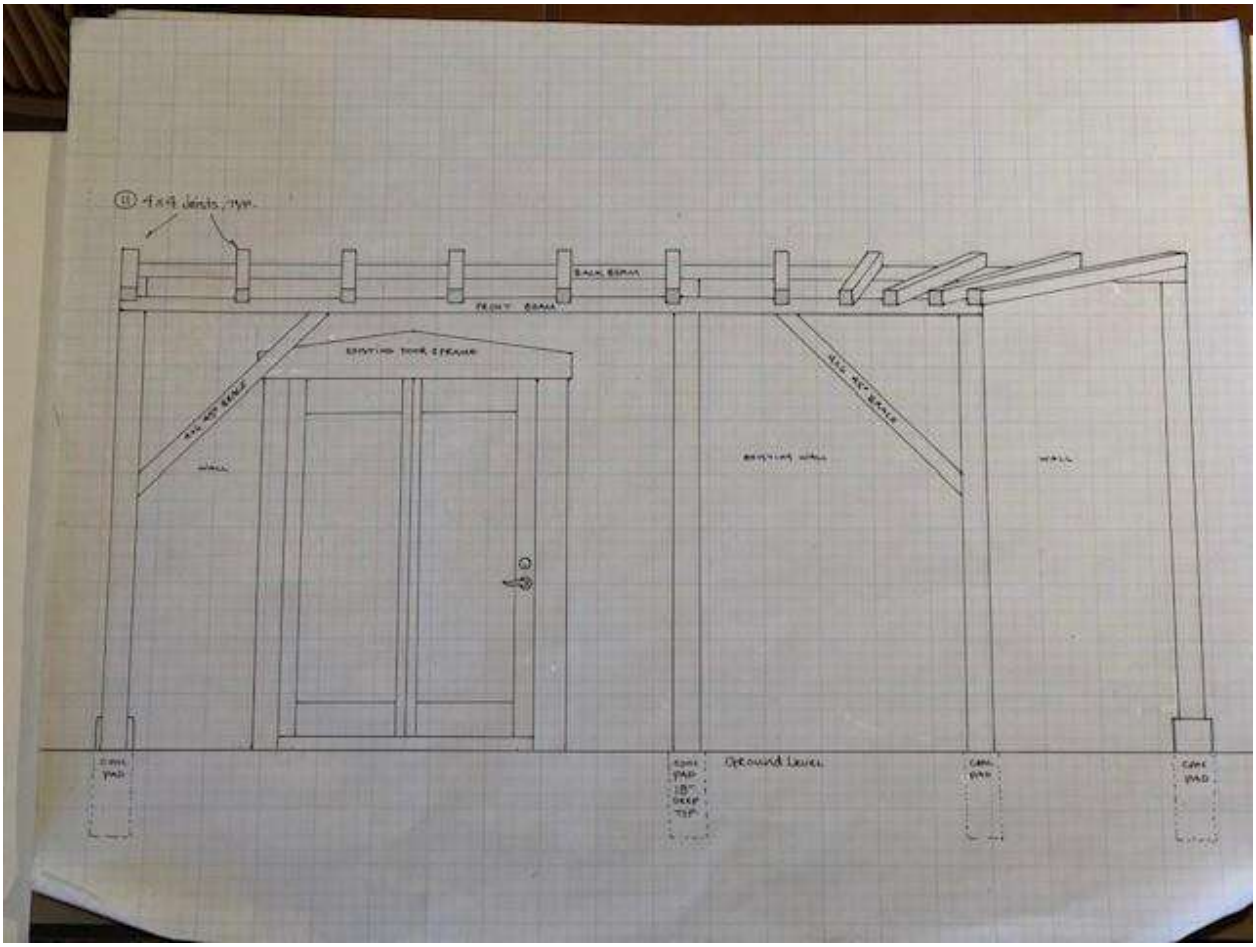


Placement of Portal on the Property

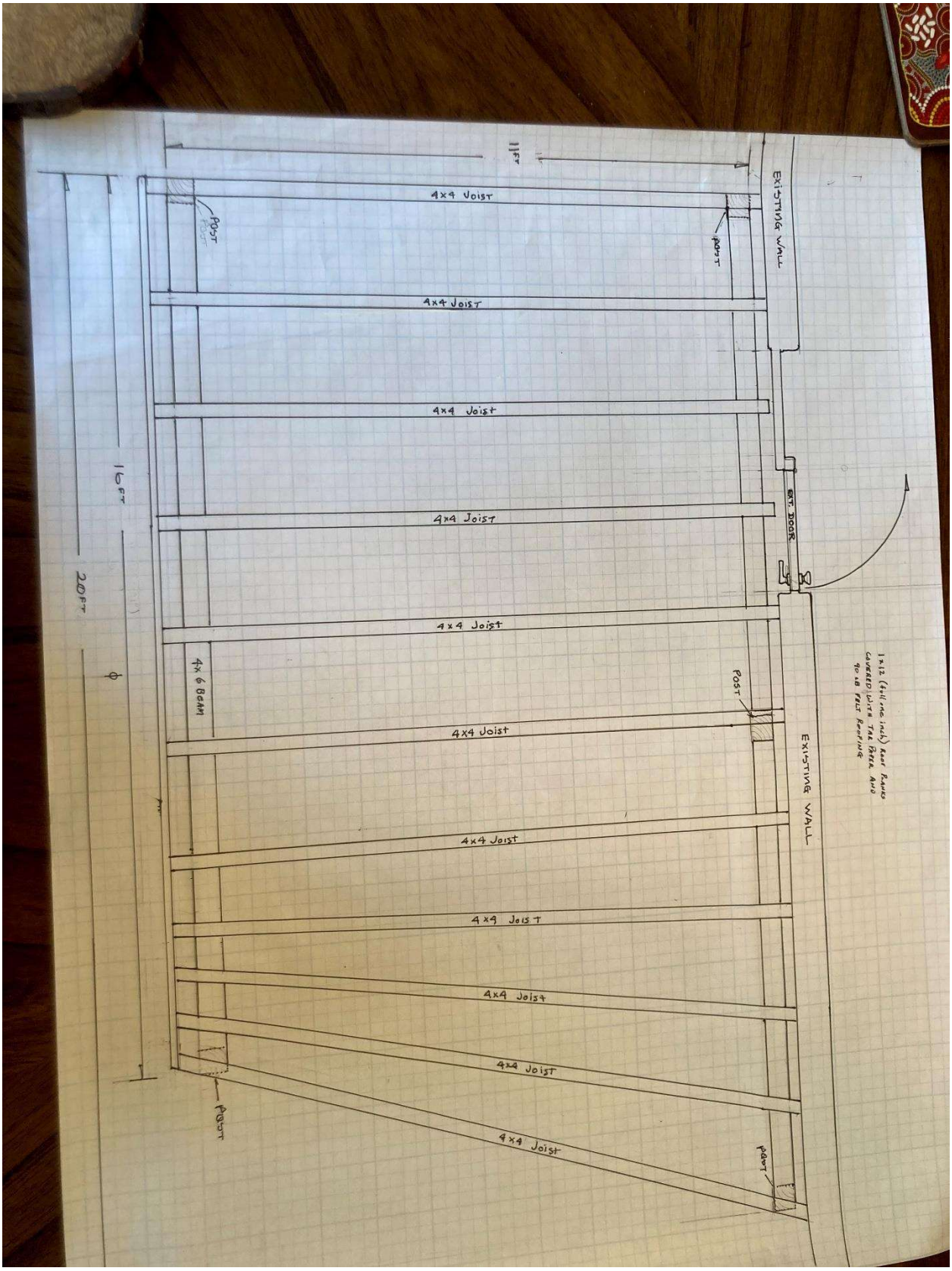
DJW 6/4/21



Side View Drawing



Front View Drawing



Top View Drawing



Front of the Building, 701 E. Alameda St.



Portal looking southeast



Portal looking southeast, taken from raised terrace



Portal looking southeast, from ground level

SUMMARY INDEX
HISTORIC DISTRICTS REVIEW BOARD
July 27, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	1
B. Approval of Agenda	Approved as amended	4
C. Approval of Minutes July 13, 2021	Approved as amended	4
D. Matters from the Public	Comments	4
E. Staff Communications	Comments	5
F. Findings / Conclusions	Approved	5-6
G. Old Business		
1. Case 2021-003832-HDRB 844 Don Cubero Avenue	Approved	6-10
2. Case 2021-003670-HDRB 844 Don Cubero Avenue	Approved	10-11
3. Case 2021-003847-HDRB 620 Garcia Street	Approved	11 -14
4. Case 2021-003835-HDRB 905 Don Miguel Place	Status Review	14-15
5. Case 2021-003834-HDRB 905 Don Miguel Place	Approved	15-18
6. Case 2021-003846-HDRB 335 Camino Cerritos	Approved	18-20
7. Case 2021-003845-HDRB 848 Don Cubero Avenue	Approved	20-22

8. Case 2021-003828-HDRB 701 East Alameda Street	Denied	22-25
9. Case 2021-003831-HDRB 608 ½ Camino de la Luz	Approved	25-28
10. Case 2021-003826-HDRB 206 McKenzie Street	Approved	28-31
H. New Business		
1. Case 2021-3908-HDRB 214 Old Santa Fe Trail	Approved	31-34
2. Case 2021-003911-HDRB 462 Arroyo Tenorio Street	Approved	34-39
3. Case 2021-003900-HDRB 847 Old Santa Fe Trail	Denied	39-43
4. Case 2021-003901-HDRB 918 H Acequia Madre	Approved	43-45
5. Case 2021-3907-HDRB 1243 Canyon Rd.	Approved	45-47
I. Discussion Items	None	47
J. Matters from the Board	Comments	47-48
K. Next Meeting	Tuesday, August 10, 2021	48
L. Adjourn	10:05 p.m.	48

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
July 27, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Cecilia Rios, Chair, on the above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/watch?v=6Q7179n4Uko&t=7s.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Ms. Cecilia Rios, Chairwoman
Mr. Frank Katz, Vice Chair
Ms. Jennifer Biedscheid
Mr. John Bienvenu
Mr. Anthony Guida

MEMBERS EXCUSED:
Ms. Flynn G. Larson
Mr. Buddy Roybal

OTHERS PRESENT:
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Ms. Melissa Byers, Stenographer

NOTE: **All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.**

B. APPROVAL OF AGENDA

Attorney Paez requested a change in the order of Old Business to hear the status review of 905 Don Miguel Place before the remodel request.

MOTION: Vice Chair Katz moved, seconded by Member Guida to approve the agenda, as amended.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Guida and Katz voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. July 13, 2021

Vice Chair Katz said on page 9, that Member Bienvenu had said in the 4th paragraph, *He thought that should not be 'permitted',* not *prevented*.

Member Bienvenu said in the same paragraph, after the first open quotation mark, add the word *rule* before shall… and move the end quotation mark after the next sentence ending with the word *view.* The sentence beginning, "As such, structures… should read instead, "As such, structures, "a defined term in the ordinance", with exceptions for chimneys, etc……"

MOTION: Member Guida moved, seconded by Member Bienvenu, to approve the minutes of July 13, 2021, as amended.

VOTE: The motion passed by majority (3-0) roll call vote with Members Bienvenu, Guida and Katz voting in favor and none voting against. Member Biedscheid abstained from the vote.

D. MATTERS FROM THE PUBLIC

Stefanie Beninato thanked the Board for not going until 3 a.m. at the last meeting. She was sorry that the Board didn't realize it would take that long. She pointed out the incongruity to rule on the third case when comparing as a non-conforming structure, to the fence on Berger Street. She heard the discussion on how long meetings are taking and noticed the last few years that staff doesn't just present facts. They reiterate their opinion even though they have already stated it in the report.

BOARD DISCUSSION

MOTION: In Case 2020-003845-HDRB, 848 Don Cubero Avenue, Member Bienvenu moved to approve the application based on staff's recommendation and the record as submitted. The motion was seconded by Member Guida.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Guida and Katz voting in favor and none voting against

8. **Case 2021-003828-HDRB. 701 East Alameda Street, Unit 3. Downtown and Eastside Historic District.** Steven P. Brown, owner and agent, proposes to construct a 198 sq. ft. portal on a non-contributing residential structure. (Daniel Schwab)

STAFF REPORT

701 East Alameda is a non-historic single-family residential structure in the Downtown and Eastside. The applicant is seeking approval for a red-tagged 198 square foot portal located at the rear of the property with no public visibility. It will be constructed of pine wood finished with a natural varnish and a torch-down roof. At 10 feet height, it will stand below the 15-foot structure.

STAFF RECOMMENDATION

Staff recommended approval of the proposed project and found that the application complies with Section 14-5.2(D) General Design Standards for all Historic Districts, and 14-5.2(E) Downtown and Eastside Design Standards.

APPLICANT'S PRESENTATION

Steven Price Brown, 701 E. Alameda St. was sworn in. He said he would add to the drawing of the property as shown by Mr. Schwab, that this is a private space. You would not know the house existed and it is invisible to the neighbors and in any direction from the street. He apologized for jumping the gun in the portal construction. He was unaware Board approval was required but now understands that. He noted the portal has been there about five months and also a nice addition to his house. It does not affect anyone or anything. There are fences on three sides and a tall building on the other, and this is completely invisible except from his condominium unit.

QUESTIONS

Member Guida asked Mr. Schwab given the red tag process, if the Board approved, this would still go to Building and Safety for review.

Mr. Schwab said he understood a construction permit was issued, but it would have to go through that process.

Mr. Brown explained the documents had been submitted and reviewed and he received an email from Robert Ortiz in Permits. Mr. Ortiz said the drawings were fine and he just needed a letter of approval from Preservation. The next step is to take it to Historic Preservation, if approved.

Member Guida said the Board if they had originally reviewed this, would have commented on the architectural proportions and construction that is not typical. He could see problems in the drawings with construction and noncompliance with Code; the size of the headers, the rafters, the place frames and the head height. He was surprised Building and Safety said this was fine and it was not sent to the Board.

Mr. Brown said his comments were well taken. He reiterated that he was completely unaware of the Historic Preservation requirement, being a newcomer to Santa Fe. He added, this has been reviewed by Building Permits.

PUBLIC HEARING

John Eddy, previously sworn, said he would echo Member Guida's comments. He suggested asking Legal to weigh in if the Board can approve an unstable design. He thought structurally it was insufficient for stability over time; the cross bracing at head height was a concern and the portal massing lacks aesthetics.

Stefanie Beninato, previously sworn, agreed with Members Guida and Mr. Eddy.

Chair Rios asked Attorney Paez to comment.

Attorney Paez recommended the Board defer toBuilding and Permitting in determining structural stability. She noted aesthetics and the evaluation of the design concerns raised are under the Historic District Board's purview. This will ultimately need permitting and inspection through the Land Use Department and that would happen subsequent to Historic approval.

Mr. Brown said he rejected the two comments that this will be structurally unsound. He pointed out it this has been anchored and footings are 20 inches deep and solid. Regarding the appearance, the photograph was taken from a four foot terrace. Additionally, the building is noncontributing and way in the back and invisible from everywhere except his home.

Chair Rios asked the height.

Mr. Brown thought it is 8 feet in the front.

Mr. Schwab indicated his report states 10 feet at its highest and 9'6" to the top part of the roof.

Chair Rios questioned the height underneath the roof. She thought the first photograph looked in proportion but the second one looked lower.

Mr. Brown explained that the second photograph was taken from 4 feet high. He is 6 feet tall, and this is 2 feet higher than he is.

BOARD DISCUSSION

Vice Chair Katz said it is always problematic for the Board when someone does something without coming to the Board first. He also thought it wrong for the Board to penalize someone for not coming if it meets the design criteria and similarly, just as wrong for the Board to approve something if it doesn't meet design standards. He agreed with Member Guida that this plan would not have been approved if it had come before them.

Member Bienvenu said he had a different viewpoint. He said he would have approved this. Not because it is a good design, because he doesn't think it is for all the reasons stated. But because it has no public visibility and conforms with Code. He thought it doesn't make sense for the Board to judge the design elements that only deal with property and view, particularly since the ordinance is designed to protect the outward harmonious appearance of the historic district. He said he would approve provided it receives approval from the Building Permits Division.

Member Biedscheid said she agreed, and the Board would have suggested some revisions. She understood it isn't publicly visible, but it is attached to the house. Even though it is noncontributing, it is an attractive house and meets all other design criteria. This will detract from the value of the property. She thought it should be redesigned on the basis this would not have been approved if this had come before them.

Vice Chair Katz thought there was no public visibility "out" in the Downtown Historic District. He said if that is true, the Board should follow the rules. He asked Attorney Paez to comment.

Attorney Paez explained in general the Historic Districts Ordinance is based on regulating public visibility of exterior features of design. When they talk about authority over visibility, they are talking about the big picture. The Downtown and Eastside Districts design standards are not based on visibility from a public way requirement. Exterior alterations are regulated if they are publicly visible in a broad, high level sense.

MOTION: In Case 2021-003611-HDRB, 84 E. San Francisco, Member Guida moved to deny the application as submitted and request that the applicant redesign and resubmit to the Board. The motion was seconded by Vice Chair Katz.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Biedscheid, Bienvenu, Guida and Katz voting in favor and none voting against.

Mr. Schwab clarified that the request was denied.

9. **Case 2021-003831-HDRB. 608 ½ Camino de la Luz.** Downtown and Eastside Historic District. Will McDonald, agent for Sheri Sinclair and Mike Russo, owners, proposes to construct 6 ft. yard walls, a 150 sq. ft. pergola and deck, replace windows and doors, change window openings and other minor items on a non-contributing structure. (Daniel Schwab)

STAFF REPORT

608 ½ Camino de la Luz is a Spanish Pueblo revival style single-family residential structure constructed in around 1950. It has no public visibility and has a non-contributing historic status. Its windows are all non-historic aluminum sliders and additions of a bathroom and a mechanical room enclosing part of the portal stem from around the year 2000.

The applicant proposes several items which are detailed in this report, including window replacement, restuccoing, construction of fences and construction of a deck:

1. Replace west portion of the portal with pergola with latillas with a natural wood stain and re-using existing posts.
2. Re-stucco with El Rey cementitious stucco-color: Sand 103
3. New 6-foot yard wall with pilasters at ends. East pilaster supports portal
4. Mechanical room reduced in size
5. New wooden gate at south end of portal between mechanical room and yard wall stained with Cabot Semi-Solid stain- Color: Granite
6. 6’ coyote fence between west end of yard wall and portal, built to the maximum allowable height.
7. Refurbished French doors at west end of portal painted to match window color- Sierra Pacific Patina Green 051
8. 6’ coyote fence from house to west property line with wooden gate
9. 6’ coyote fence along west property line
10. Wooden deck, approximately 12” high, on north side of house
11. Six low-profile skylights to be hidden from public view by parapets

SUMMARY INDEX

HISTORIC DISTRICTS REVIEW BOARD
August 10, 2021

ITEM	ACTION TAKEN	PAGE(S)
Call to Order	5:30 pm	1
A. Roll Call	Quorum Present	2
B. Approval of Agenda	Approved as amended	3
C. Approval of Minutes July 27, 2021	Approved as amended	3
D. Approval Findings / Conclusions	Approved	3-4
E. Matters from the Public	Comments	4
F. Staff Communications Preliminary Design, Georgia O'Keeffe Museum	Presentation	4-7
G. New Business		
1. Case 2021-3910-HDRB 259 Montoya Circle #2	Approved	7-10
H. Old Business		
1. Case 2021-003644-HDRB 1160 Camino de Cruz Blanca Telecommunications Facility	Approved	10-31
I. Discussion Items	None	32
J. Matters from the Board	None	32
K. Next Meeting	Tuesday, September 14, 2021	32
L. Adjourn	9:30 p.m.	32

MINUTES OF THE CITY OF SANTA FE
HISTORIC DISTRICTS REVIEW BOARD
August 10, 2021
VIRTUAL HEARING

CALL TO ORDER

A regular meeting of the City of Santa Fe Historic Districts Review Board was called to order by Frank Katz, Vice Chair, on the above date at approximately 5:30 p.m. at a virtual meeting held at https://www.youtube.com/watch?v=_mBnWEARthU.

A. ROLL CALL

Roll Call indicated the presence of a quorum as follows:

MEMBERS PRESENT:
Mr. Frank Katz, Vice Chair
Mr. John Bienvenu
Mr. Anthony Guida (left at 6:32 p.m.)
Ms. Flynn G. Larson
Mr. Buddy Roybal

MEMBERS EXCUSED:
Ms. Cecilia Rios, Chairwoman
Ms. Jennifer Biedscheid

OTHERS PRESENT:
Ms. Carly Piccarello, Historic Preservation Division Manager
Mr. Daniel Schwab, Senior Planner
Ms. Angela Bordegaray, Senior Planner
Mr. Daniel Esquibel, Senior Planner
Ms. Sally Paez, Assistant City Attorney
Mr. Mike Prinz, Assistant City Attorney
Ms. Melissa Byers, Stenographer

NOTE: **All items in the Committee packet for all agenda items are incorporated herewith by reference. The original Committee packet is on file in the Historic Preservation Office and available on the City of Santa Fe Website.**

B. APPROVAL OF AGENDA

Ms. Piccarello asked that the agenda be amended so that New Business, that will take less time, be heard before Old Business.

MOTION: Member Bienvenu moved, seconded by Member Larson to approve the agenda, as amended.

VOTE: The motion passed by unanimous (4-0) roll call vote with Members Bienvenu, Guida, Larson and Roybal voting in favor and none voting against.

C. APPROVAL OF MINUTES:

1. July 27, 2021

Member Bienvenu indicated on page 25 the motion should be corrected to reflect the vote passed by a *majority* 3-1 vote and he voted against, not in favor; on page 30, all comments identified as Member Guida's are actually Member Bienvenu's comments; page 41 on the first motion to add to the first sentence after "the" the word *application.*

MOTION: Member Guida moved, seconded by Member Bienvenu to approve the HDRB Hearing Minutes of July 27, 2021, as amended.

VOTE: The motion passed by majority (3-0) roll call vote with Members Bienvenu, Guida, and Roybal voting in favor, none voting against and Member Larson abstaining.

D. APPROVAL OF FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. 2021-003670-HDRB. 844 Don Cubero.
2. 2021-003826-HDRB. 206 McKenzie.
3. 2021-003831-HDRB. 608 ½ Camino de la Luz.
4. 2021-003832-HDRB. 844 Don Cubero.
5. 2021-003834-HDRB. 905 Camino Don Miguel.
6. 2021-003828-HDRB.701 East Alameda Unit 3.

7. 2021-003835-HDRB. 905 Camino Don Miguel.

8. 2021-003845-HDRB. 848 Don Cubero.

9. 2021-003846-HDRB. 335 Camino Cerrito.

10. 2021-003900-HDRB. 847 Old Santa Fe Trail.

11. 2021-003901-HDRB. 918 H Acequia Madre.

12. 2021-003907-HDRB. 1243 Canyon Road.

13. 2021-003908-HDRB. 214 Old Santa Fe Trail.

14. 2021-003911-HDRB. 462 Arroyo Tenorio.

15. 2021-003847-HDRB. 620 Garcia Street.

Ms. Piccarello noted that the address on #5 as listed on Prime.Gov was listed wrong and should be 2021-003834-HDRB. It is not incorrect on the Findings of Fact and Conclusions of Law.

MOTION: Member Guida moved, seconded by Member Bienvenu to approve the Findings of Fact and Conclusions of Law, as amended.

VOTE: The motion passed by majority (3-0) roll call vote with Members Bienvenu, Guida, and Roybal voting in favor, none voting against and Member Larson abstaining.

E. MATTERS FROM THE PUBLIC

Stefanie Beninato pointed out it is the anniversary of the Pueblo Revolt of 1680.

F. STAFF COMMUNICATIONS

1. Preliminary Design Presentation for the Proposed Georgia O'Keeffe Museum at 123-135 Grant Avenue.

STAFF REPORT

Mr. Schwab said the presentation concerns two structures: A. M. Bergère House at 135 Grant Street has a historic designation of “Significant”. It dates back to the 1870s and is constructed in a Territorial and Spanish Pueblo Revival Styles. It currently houses the Museum’s Research Center, Library and Archives.

HISTORIC DISTRICTS REVIEW BOARD APPLICATION

PROJECT LOCATION: 701 E. ALAMEDA ST, UNIT 3

HISTORIC DISTRICT: (from attached map) Downtown & Eastside [X] Don Gaspar Area [ ] Westside-Guadalupe [ ] Historic Transition [ ] Historic Review [ ] Landmark (outside of historic districts) [ ]

PROJECT PROPOSAL: PORTAL

CONSTRUCTION COST: $ 10,000.

BASE FEE: $ _____ + **EXCEPTION:** $_____ + **POSTER:** $_____ = **TOTAL:** $ _____

(base fee = ½ of 1% of construction cost, not to exceed $2,000 and not less than $250)

(each exception has an additional fee of $350) **($25 per poster with one (1) poster per street frontage)**

OWNER: STEVEN P. BROWN **PHONE #:** 832-655-0801

OWNER MAILING ADDRESS: 701 E. ALAMEDA ST, UNIT 3

CITY, STATE, ZIP CODE: SANTA FE, NM 87501

EMAIL: SPBROWN@UH.EDU

AGENT: N.A. **PHONE #:** _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

EMAIL: _____

PREAPPLICATION MEETING: Date: _____ Case Planner: DANIEL SCHWAB

AFFIDAVIT TO AUTHORIZE SOLE AGENT

I am,/We are the owner(s) and record title holder(s) of the property located at: _____

I/We authorize _____ to act as my/our agent to execute this application.

Signed: _____ Date: _____

Printed Name: _____

I/We shall act as my/our own agent to execute this application.

Signed: Steven P. Brown Date: 5-24-2021

Printed Name: STEVEN P. BROWN

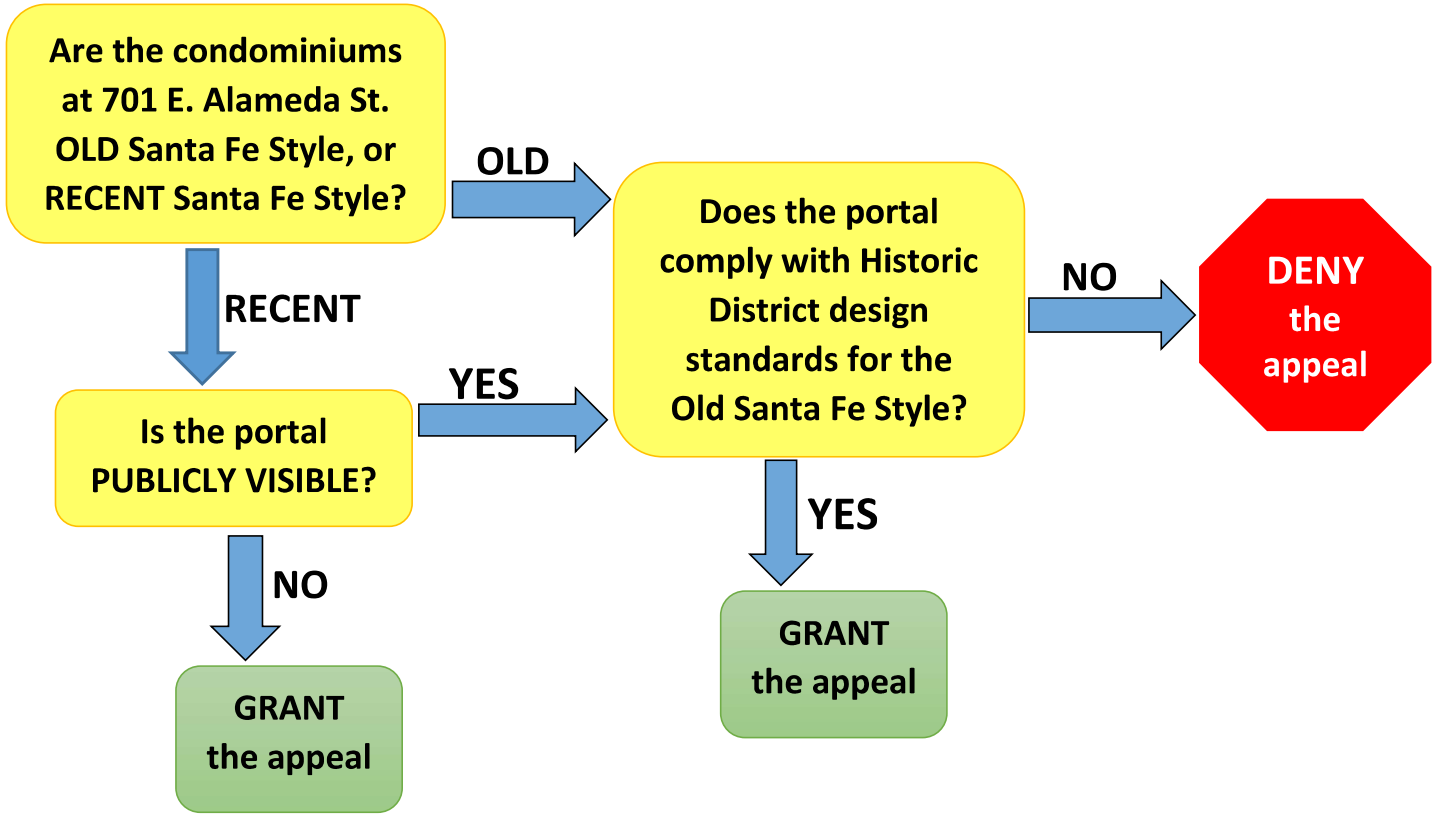
AFFIDAVIT TO AUTHORIZE SOLE AGENT must be signed to be accepted.
Original form must be submitted with Historic Districts Review Board Application packet.
All documents submitted to the Historic Preservation Division are public record. HPD does not return documents.

Revised 20 November 2020

Historic Districts Review Board Application

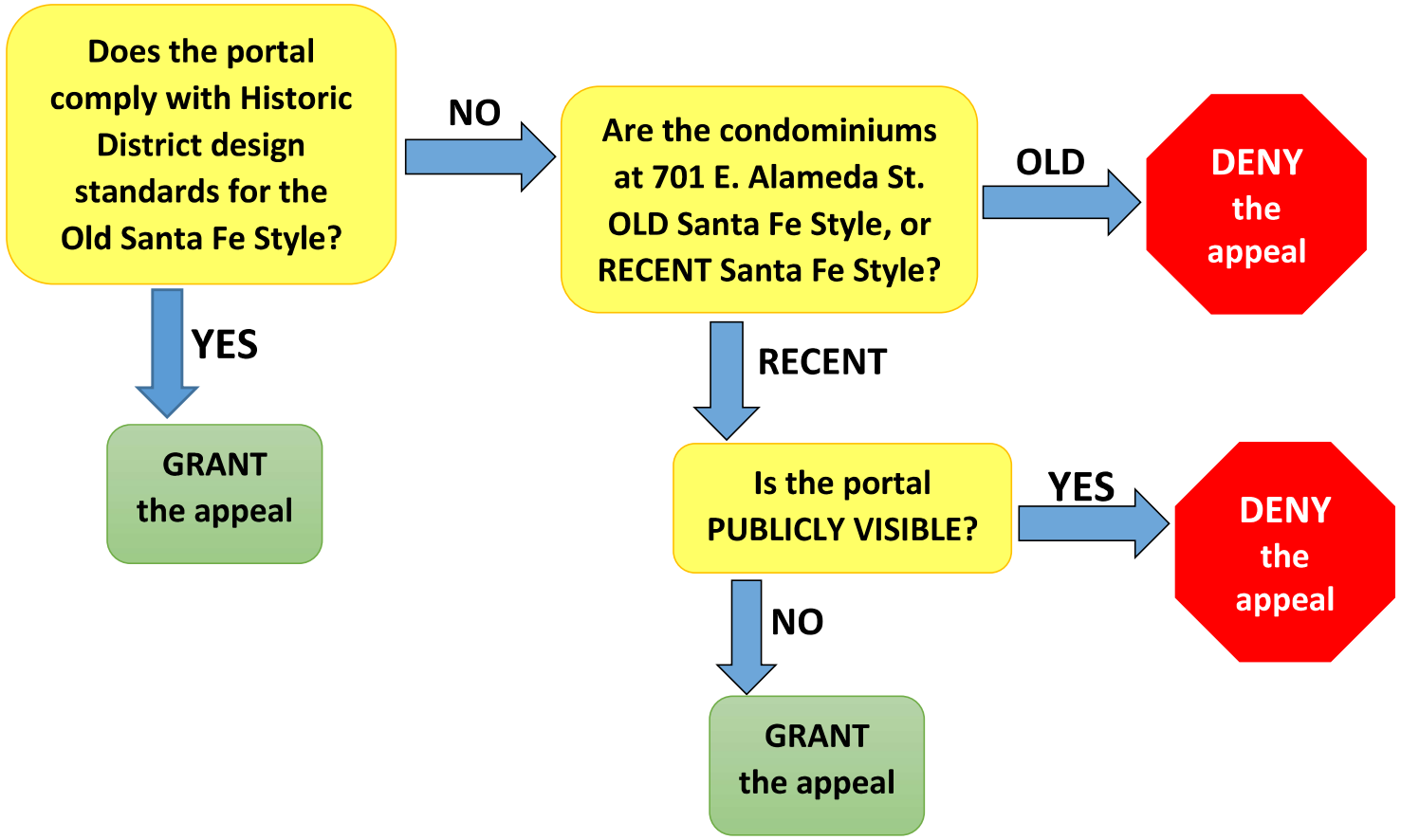
Appeal # 2021-4078-APPL of Case # 2021-3828-HDRB

Appeal by Steven Brown of HDRB Denial



Appeal # 2021-4078-APPL of Case # 2021-3828-HDRB

Appeal by Steven Brown of HDRB Denial



Signature: 

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

Signature: Frank E. Ruybalid
Frank E. Ruybalid (Nov 5, 2021 16:53 MDT)

Email: feruybalid@santafenm.gov