City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
DECEMBER 08, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR GOVERNING BODY MEETING

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

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/81955919489?pwd=UkN3ODI0TFVETkI2bG1HWUI4M0UvZz09. **Passcode: 641595**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
DECEMBER 08, 2021
5:00 PM
ATTEND VIRTUALLY

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 819 5591 9489 - Passcode: 641595**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor Vigil Coppler

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

Councilwoman Villarreal

4. **INVOCATION**

Councilor Garcia

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **APPROVAL OF CONSENT CALENDAR**

8. **APPROVAL OF MINUTES**

   a. Regular Governing Body Meeting – November 10, 2021

9. **PRESENTATIONS**

   a. Public Safety Radio System Presentation (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov; 505-231-1749)

10. **CONSENT CALENDAR**

a. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from 22 Skidoo Corporation, Inc. for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508, to be Located at Cowgirl BBQ, 319 South Guadalupe, Santa Fe. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 11/22/2021
Governing Body: 12/08/2021

b. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the 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. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 11/22/2021
Governing Body: 12/08/2021

c. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Lone Spur Cafe Santa Fe, LLC for a Restaurant Beer and Wine Liquor License with On-Premises Consumption Only, to be Located at Lone Spur Cafe, 50 East San Francisco Street, Santa Fe. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 11/22/2021
Governing Body: 12/08/2021

d. Request for Approval of Liquor Hearing Officer's Recommendation to Approve the Request from Plaza Restaurant, LLC for a Restaurant B (Beer, Wine, & Spirits) Liquor License with On-Premises Consumption Only. Liquor License #3801 is Currently at this Location, However the Reason for this Application is the Ownership has Changed. This License will Remain

at Plaza Restaurant Downtown, 54 Lincoln Avenue, Santa Fe. (Geralyn Cardenas, Assistant City Clerk: gfcardenas@santafenm.gov, 955-6519)

Committee Review:
Liquor Hearing: 11/22/2021
Governing Body: 12/08/2021

e. Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director: mmgonzales@santafenm.gov, 1-505-231-1749)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

f. Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

g. Request for Approval of Amendment No. 1 to the Santa Fe Recovery Center AHTF Contract to Change the Scope of Work, Expanding the Use of AHTF Funds to Cover Tenant-Based Rental Assistance at Locations Additional to the “Bridge Homes”; Compensation Does Not Change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

h. Request for Approval of Amendment No. 1 to the Santa Fe Recovery Center AHTF Contract to Change the Scope of Work, Expanding the Use of AHTF Funds to Cover Tenant-Based Rental Assistance at Locations Additional to the "Bridge Homes"; Compensation Does Not Change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) **Committee Review:**
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

i. Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov, 505-660-2619)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee Committee: 11/29/2021
Governing Body: 12/08/2021

j. Request for Approval of an Agreement between the City of Santa Fe and the Santa Fe Community Foundation, Establishing a Giving Circle Fund and CHART Fund to Receive Funds and Contributions from Private and Charitable Community Foundations Designated for Culture, History, Art, Reconciliation and Truth (CHART) to Support Related Projects/Initiatives Held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director: pkkamiyama@santafenm.gov, 505-955-6653)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

Committee Review:
Introduced: 10/27/2021
Finance Committee: 11/01/2021
Quality of Life Committee: 11/03/2021
Governing Body: 11/10/2021
Finance Committee: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

l. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, Councilor Vigil Coppler, Councilor Romero-Wirth, Councilor Villarreal, and Councilor Rivera)
A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review:
Introduced: 11/27/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

m. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilwoman VIllarreal, and Councilor Garcia)
A Resolution Designating Certain Property for Public Use Pursuant to the Requirements for Cañada Rincon Multi-Use Trail Project. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Introduced: 10/27/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

n. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler)
A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee Review:
Introduced: 09/09/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

o. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilwoman Villarreal, and Councilor Garcia)
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. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Community Development Commission: 11/17/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

p. Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a Total Amount Up to $200,000 Inclusive of NMGRT. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

q. Request for Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, Term Ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA). (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 505-955-4710)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

r. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $2,700,000 to Fund a Retention and Hiring Incentives. (Jarel LaPan Hill, City Manager: jlhill@santafenm.gov, 505-955-6534; Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171 and Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

s. Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of $66,938 Including Salaries and Benefits to Fund an Existing Unfunded Broadband Project Manager Position. (Richard Brown, Community Development Director: rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

t. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 Including Salaries and Benefits to Create and Dund 4.5 New FTE's, One Navigator, Three Park Rangers and a Half-Time Custodian, and Operating Costs for a City Operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

u. Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

v. Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 Including Salaries and Benefits to Fund Existing Unfunded Positions Include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

w. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 Including Salaries and Benefits to Fund and Create One New FTE – IRPA Manager and Transfer Two Positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

x. Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 Including Salaries and Benefits to Fund an Existing Unfunded Chief of Staff Position. (Jarel LaPan Hill, City Manager: jlapanhill@santafenm.gov, 505-955-6534)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

y. Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 Including Salaries and Benefits to Fund Three Existing Unfunded Municipal Court Clerk Positions. (Jacqueline Baca, Deputy Court Finance Administrator: jybaca@santafenm.gov, 505-955-5054)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

z. Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to Fund and Create One New FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

aa. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to Fund Existing Unfunded Administrative Manager and Account Technician Positions. (Noel Correia, Parking Division Director: npcorreia@santafenm.gov, 505-955-6611)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ab. Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to Fund Salary Increases for Streets Maintenance and Operation Positions to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ac. Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the Total Amount of $153,555 for the Fire Department; Southwest Ambulance Sales. (Brian Moya, Assistant Fire Chief: bjmoya@santafenm.gov, 505-3111 and Sten Johnson, Health & Safety Officer: sajohnson@santafenm.gov; 505-467-9799)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ad. Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to Fund Salary Increases for Transit Driver I, II, III & Dispatch Supervisors to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

ae. Request for Approval of Amendment No. 2 to Service Contract 20-0263 with FacilityBUILD, to Increase Compensation in the Amount of $115,776.39 Including NMGRT for Design/Build Services for the Design and Construction of a New Restroom Facility that will be Located at the Water Street Parking Lot. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-955-5933)

1. Request for the Approval of a BAR in the Amount of $350,000 to Transfer Capital Impact Fees into WIP Construction for the Water Street Restroom Project, as Approved at the CIAC on 11/17/2020 Item 6B.
2. Request for the Approval of a BAR in the Amount of $125,770 to Transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom Project.

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

af. Request for the Approval of Amendment No. 2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; Increasing Compensation in the Total Amount of $250,000 to a New Total of $1,000,960 Including NMGRT and Extending the Term of the Agreement to December 31, 2023. (Rich Brown, Director, Community & Economic Development: rdbrown@santafenm.gov; 505-955-6625 and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov; 505-955-6303)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Economic Development Advisory Committee: 12/08/2021
Governing Body: 12/08/2021

ag. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by a Majority of the Members of the Governing Body to Grant Appeal #2021-4161, Deny the Planning Commission's Decision in Case #2021-3804, and Approve a Development Plan Amendment for Owners Villa Sendero, LLC & CSM Properties, Ltd., Amending Phase II of Their Development Plan for a Development Located at 5132 Beckner Road. (Erin K. McSherry, City Attorney; ekmchsherry@santafenm.gov, 955-6512)

Committee Review:
Governing Body: 11/10/2021

ah. Request for Approval of Written Findings of Fact and Conclusions of Law Reflecting the Decision by a Majority of Members of the Governing Body to Deny Appeal # 2021-4078-APPL and Affirm the Historic District Review Board's Decision in Case # 2021-3828-HDRB to Deny Retroactive Approval of a Non-Conforming Portal on a Residence at 701 E. Alameda St., Unit 3. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 955-6512)

Committee Review:
Governing Body: 11/10/2021

ai. Request for Approval of City of Santa Fe Schedule for 2022 Governing Body and Council Committee Meetings. (Kristine Bustos Mihelcic, Community Engagement Director and City Clerk: kmmihelcic@santafenm.gov, 955-6521)

11. **DISCUSSION/ACTION ITEMS**

a. Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to Fund Salary Increases for Construction Inspectors and Construction Inspector Supervisors, to Fund an Existing Unfunded Assistant Land Use Director, to Fund an Existing Unfunded Senior Planner, and to Fund and Create One New FTE - Engineer Position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

b. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta)
A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500306 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Thomas Graham, ADA Coordinator: tmgraham@santafenm.gov, 955-6654)

1. Request for Approval of Amendment No. 2 to a Municipal Arterial Program Cooperative Agreement (Munis Contract #3202845) with the New Mexico Department of Transportation for the Planning, Design, and Construction of CIP 835C – Agua Fria and South Meadows Road Intersection Improvements Project. Amendment is for Extension of Agreement Term Only to December 31, 2022 and No Additional Funding.

Committee Review:
Introduced: 11/10/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber, Councilwoman Renee Villarreal, and Councilor Lindell)
A Resolution Permitting Banners to be Located Along San Francisco Street, Old Santa Fe Trail and Cathedral Place to Commemorate the 100th Anniversary of the Historic La Fonda on the Plaza. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review
Introduced: 11/10/2021
Governing Body: 12/08/2021

d. Request for Approval of a BAR in the Total Amount of $175,000 to Transfer the Revenues of the Sale of the Santa Fe Clay Building into Railyard Operations to Address Deferred Maintenance Needs. (Sam Burnett, Facilities Division Director: jsburnett@santafenm.gov, 505-955-5933)

Committee Review:
Governing Body: 12/08/2021

e. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:

Introduced: 11/10/2021
Governing Body Study Session: 11/17/2021
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

f. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber)
A Resolution Extending the Duration of the Mayor's Emergency Proclamation Issued on December 6, 2021 by Forty-Seven Days, Expiring at Noon on January 24, 2022, Pursuant to Section 20-1.3(C) SFCC 1987. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee Review:
Governing Body: 12/08/21

12. **MIDTOWN OVERVIEW**

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

13. **MATTERS FROM THE CITY MANAGER**

14. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

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

15. **MATTERS FROM THE CITY CLERK**

16. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation for December 8, 2021.

EVENING SESSION - 7:00 P.M.

17. **ROLL CALL**

18. **PETITIONS FROM THE FLOOR**

19. **APPOINTMENTS**

a. Bicycle and Pedestrian Advisory Committee (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)
- Erick Aaobe – Appointment (Filling Vacant Term) – Term Ending 6/2022

20. **PUBLIC HEARINGS**

a. **Case #2021-4219.** Monte Sereno Master Plan Amendment. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, Requests Master Plan Amendment to Include Infrastructure and Design Elements for the Hotel Use. The Property is Approximately 34.96 Acres and Zoned PRRC (Planned Residential Resort Community), Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development. (Dan Esquibel, Senior Planner: daesquibel@santafenm.gov, 955-6587)

1. CONSIDERATION OF RESOLUTION 2021-____.
   A Resolution Amending a Master Plan for a Tract of Land More Particularly Described in Exhibit A and Know as a Portion of Tract M, Remaining as a Result of "Replat of the Compound Phase 2 at Monte Sereno Phase 3," Recorded as Instrument #1953714 in Book 878 Pages 9-12 and Subdivision Plat "The Compound Phase 3 at Monte Sereno Amendment #3" Recorded as Instrument #1953723 in Book 878 Pages 13-16, Lying within Section 36, T18N, R9E N.M.P.M., Comprising an Area of Approximately 34.96 Acres, Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development, within the City of Santa Fe, State of New Mexico. (Case No. 21-4219. Monte Sereno Master Plan Amendment).
2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4219 in the Matter of the Property Located

West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive and is withing the Monte Sereno Development.

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.

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

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

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

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

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

Public Comment: To provide live public comment during *Petitions from the Floor* or *Public Hearings*, you must join the Zoom meeting by internet or phone, as follows:
Internet: To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/86262407162?pwd=VXJnVXpjR0xpVGlFSEtZbVJNWDdPdz09.
Passcode: 282752
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

City of Santa Fe

AGENDA

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

Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 862 6240 7162 - Passcode: 282752**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor 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.

Governing Body
SUMMARY INDEX
November 10, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
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	2
7. Approval of Consent Calendar	Approved as presented	3
8. Approval of Minutes		
a) Regular Meeting on Oct. 27, 2021	Approved as presented	3
9. Presentations		
a) Municipal Court Update	Informational	3-4
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10. Consent Calendar	Listed	21-25
11. Discussion/Action Items		
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b) Extended sidewalk Use	Approved	26-27
c) Agua Fria/South Meadows Project	Approved	27
d) Agua Fria/South Meadows Funds	Approved	27-28
e) Bishops Lodge Rd Reconstruction	Approved	28-29
f) Bishops Lodge Road Funds	Approved	29
g) Paseo del Sol Extension Grant	Approved	29-30
h) Paseo del Sol Extension Funds	Approved	30-31
i) Henry Lynch Road Reconstruction	Approved	31
j) Henry Lunch Road Funds	Approved	31-32
k) Community Health/Safety TF Ext	Approved	32-34
l) Camino de Cruz Blanca Appeal	Approved denial	34-37
12. Midtown Overview	Informational	37-39
13. Matters from the City Manager	Informational	39
14. Matters from the City Attorney	Informational	39
15. Matters from the City Clerk	None	39
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17. Public Input on ARPA	Input given	17-20
18. Petitions from the Floor	Petitions made	20-21
19. Appointments		
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20. Public Hearings		
a) Aleksander Subdivision GPA	Approved	42-44
b) Aleksander Rezoning	Approved	44-46
c) Aleksander Estates Preliminary Plan	Approved	46
d) Appeal on Villa Sendero Request	Approved	46-52
e) Appeal of HDRB denial on 2021-3828	Denied	52-59
21. Adjournment	Adjourned at 1:20 a. m.	59-60

Minutes of the
Regular Meeting of the Governing Body
Wednesday, November 10, 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, November 10, 2021, at approximately 5:08 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

Having trouble with Youtube activation.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Lindell.

3. SALUTE TO THE NEW MEXICO FLAG

The Salute to the New Mexico Flag was led by Councilor Romero-Wirth.

4. INVOCATION

The Invocation was led by Councilor Villarreal. In honor of Native American Heritage Month, she shared a poem by Joey Harjo, entitled Eagle Poem.

Mayor Webber remembered Mr. Bill Carson, a champion of Communities in Schools that he and his wife started here in Santa Fe. He was a native of St. Louis and a St Louis Cardinals fan but made a huge difference here as a Living Treasure and as one who made a difference.

Councilor Romero-Wirth thanked Mayor Webber for that tribute and added condolences to his family. He was an author and a student at the Boys School in Los Alamos. He contributed greatly to northern New Mexico.

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 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
Roman "Tiger" Abeyta

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
Patricia Feghali, Assistant City Attorney
Frank Ruybalid, Assistant City Attorney
Carly Piccarello, Land Use Planner
Jesse Guillen, Legislative Liaison
Jason Kluck, Acting Land Use Director
Noah Berke, Case Manager Supervisor
Nicole Thomas, HDRB Staff Liaison
Members of the Community Health and Safety Task Force
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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

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

Against: None

7. APPROVAL OF CONSENT CALENDAR

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

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

For: Mayor Webber, 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 27, 2021

MOTION: **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Minutes of the Regular Governing Body meeting on October 27, 2021, as presented.**

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

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

Against: None.

9. PRESENTATIONS

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

Judge Vigil presented and first apologized for not being present at the last meeting. Her report was unchanged from the one she submitted for the last meeting, and it included the printed statistics from the Municipal Court. The court numbers are not as they were before COVID. She has added hearings for people who are failing to pay their fines, to come explain why, whether they need extension, or a different payment plan.

The Administrator of the Court requires a plan and a follow-up. She shared the letter from a Court Administrator who made a spot visit and said she got good feedback.

We are getting money for capital projects within the Municipal Court and the roof, and the air conditioning system are now being worked on. We secured funding for bullet-proof glass which is all installed.

Judge Vigil ended her report and stood for questions.

Councilor Romero-Wirth thanked Judge Vigil for being here and her presentation. She asked how the Judge could characterize those having trouble paying. She asked if there was a particular offense on it or if the delays were across the board.

Judge Vigil said it was across the board. People detach themselves from appearing and paying their fines because of the pandemic. It is across the board, but the homeless people are behind, and their fines can be converted to community service. Most have lost their jobs from COVID and are now getting re-employed and we are getting them back on track.

There were no other questions or comments.

Mayor Webber thanked Judge Vigil for the report.

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

The Task Force members were introduced to the Governing Body by Councilor Rivera: Bruce Finger, Gabriel Sanchez, Mary Louise Romero, Monica Ault, Emily Kaltenbach, Valeria Alarcón, Annie Rasquin, Judge Michael Vigil, and Marcela Diaz. He and Councilor Villarreal are co-chairs. Councilor Rivera said Valeria Alarcón is the consultant and facilitator, Ms. Alarcón shared her screen for the report.

Councilor Rivera said the Task Force can do more than we have done but we are here to hear from the community and that will be evident in the report.

Ms. Alarcón said she is an advocate of this work. She shared a quote from Lilla Watson. She read the resolution purpose: to examine ways in which the City's community health and safety services can work together as complementary parts. The Task Force duties were to assess internal policies, procedures and practiced and provide data-informed recommendations for community engagement of diverse and affected voices.

She read the Guiding Principles for the Task Force and pointed out the difference between equality and equity. She briefly commented on them in the work of the Task Force.

Councilor Villarreal described the background of the Task Force and commented that the members feel like a family now and are still building trust with each other. All meetings have been virtual, and they have gotten over the barriers for building trust.

The said the Task Force had presentations from Police Chief and Fire Chief about their missions and budgets. And Director Ochoa gave them an overview on her department's work and goals, and a presentation on the Alternative Response Unit.

Members of the Municipal Judge's Task Force informed them on several things they wanted to move forward on.

Some members participated in a national webinar on policy and police reform and other task forces across the county, including Austin and Oakland. And they had a recent debrief by Staff to the Policies and Practices Working Groups on internal affairs policies.

Councilor Villarreal said the Task Force has formed working groups. Research was conducted by members and Jennifer Faubion that was helpful. They also talked about next steps.

She described the working groups next. The first was Policies and Practices Working Group, shared by Bruce Finger. This working group was formed to work on evaluation of current Police and Fire policies and practices and to work on ways to promote better transparency, fairness, and community confidence. They brainstormed on policies they would like to work on and narrowed that down to specific details, which he listed for the Governing Body.

The next presenter was Marcela Diaz, who presented the Alternative Approaches & Community Engagement Working Group. She identified the members of that Working Group and turned to Monica Ault to share the work they have undertaken.

Monica Ault said their primary focus has been to make policy and direct services recommendations to promote health and safety in the City by reviewing existing community resources from previous City projects where there was a rigorous community engagement such as the Municipal Drug Task Force that was initiated in 2018 by Mayor Webber. Their final report highlighted their findings and recommendations to inform Santa Fe drug and alcohol policies. They looked at local policies and practices and

national policies that included the work of other similar Task Forces and other data and investigating effective community methodologies, some of which she shared with the Governing Body.

Ms. Diaz said they reviewed what other municipal task forces have done and compares them with Santa Fe community needs. The Working Group surveyed engagement policies and practices in cities of different sizes to get a sense of what could work here and sifted through the data to inform our recommendations.

Many of us figured out what would work here and worked with Gabriel Sanchez from UNM and shared data with him and he was already working with Denver on those policies and in Albuquerque. So he was able to put together a good proposal for those not always heard. We've worked with Dr. Sanchez on various work he has done on workforce development and were impressed with his high-level research and focus groups, interviews with Spanish speakers, people of color, etc.

Dr. Sanchez reported from his car beside the Interstate on his way back from Albuquerque. Dr. Sanchez is the Executive Director of the UNM Center for Social Policy. He said the next step in their work is the community outreach and engagement plan. He was asked to put together an engagement plan.

He said he does rigorous research and focuses on using the research for making policy decisions. He is now doing criminal justice research with engaged public safety interventions and evaluating those interventions. His focus was on engaging the most affected voices to ensure they inform public safety and segments that are often overlooked in research. Racial/ethnic minorities, low-income residents, young adults and teenagers, immigrants and formerly and currently incarcerated are difficult to reach. But his team has expertise in reaching them. The most difficult are incarcerated and previously incarcerated people.

He looked at non-traditional outreach methods. The first step was a citywide survey like a random sample but also an open-access link to community partners. The survey in Albuquerque put it on public library computers for provision of public access. He pointed out that surveys don't always capture all voices, so he like to follow up with community forums and opportunities for public forums at which the team co-facilitates those discussions. And, for young adults up to 25 years of age they are supporting community members to interview each other using a tablet provided.

The Task Force brainstorms on which organizations they can reach and work through them to reach those that are more difficult.

He commented briefly on budget and timeline. The project needs about 4-6 months to execute the outreach to the community. He suggested more time to get all voices included. There was no discussion on cost. But he said they will work out a plan for the budget given. He was sure it was definitely feasible.

Councilor Villarreal thanked him. She thanked her colleagues and Task Force members who committed their time and energy to do this work. She also thanked the former consultant and stood for questions.

Councilor Rivera thanked Dr. Sanchez and all volunteer members who are making it successful. They were asked to do several nontraditional things and were willing to help with them. It will work out fine. He thanked his co-leader, Councilor Villarreal.

Councilor Romero-Wirth thanked the Task Force. She agreed it has very important people with experience and knowledge. Thanks for your time. This is very important work, and this is the first opportunity to thank you for your work. We appreciate it.

She asked about plans to replace lost members or if they were confident with the group they have now.

Councilor Rivera thought they were comfortable with this group and had not thought about bringing in more members. Bringing them in mid-stream would not work well. 70-80 people applied originally, and there were some just outside that group and that could be asked if they decided to add some more.

Councilor Villarreal agreed.

Councilor Romero-Wirth remembered they lost two members, so the Governing Body changed the resolution to allow for replacements.

Councilor Villarreal knew the resolution allows for replacements, but they have not discussed that while they are moving into community engagement now.

Councilor Romero-Wirth asked if there were more than the two working groups.

Councilor Villarreal said there were three, but the Task Force combined two of them.

Councilor Romero-Wirth asked if there were any memos about the research now.

Councilor Villarreal said research was gathered but was more on internal documents – datapoints and information from Fire and Police. Jennifer Faubion was very helpful with that. Each Working Group is doing its own research.

Ms. Diaz added that the research has information on other groups across the country and we are putting it together to help with the recommendations we will make. It is much like the way we did with the Municipal Drug Task Force.

Councilor Romero-Wirth said it is hard for the Governing Body since the working groups are closed. We have to be able to learn along with you - who are you looking at, what are you learning. This is very important work, but she was concerned the Governing Body is not coming along with the Task Force on it. This is a great group with great credentials.

Councilor Cassutt echoed those words. She was grateful for them to come together on such a complex issue. She saw nine members in a resolution that had 11-15 members.

She understood why they might not want to add members at this time.

She asked if they could announce the groups they planned to work with.

Councilor Rivera was not sure they were at a point to answer that, but they will utilize all with whom they can network.

Councilor Villarreal added that Dr. Sanchez focused on the anonymity involved. We have time to talk about that in the Task Force.

Councilor Lindell thanked the Task Force and noted it was nice to see some of them at this Governing Body report.

Councilor Villarreal said the goal is quarterly reports moving forward. The Task Force is meeting twice, but some are working group meetings.

Councilor Lindell thought one group that seemed natural would be a victims of crime group and she hoped they would include them. She asked Dr. Sanchez if that would be part of the research.

Dr. Sanchez thanked her for that suggestion. We could do that here and our team has done it before. He suggested the survey limit it to victims

within a certain period. He noted that victims and non-victims seemed to have the same attitudes toward law enforcement.

Councilor Lindell said that gives validity to the work. That is an excellent point.

Monica Ault said she was a public defender for many years. At times the offenders and the victims are the same people. We are trying to reach all of those groups. She is interested in those represented by a public defender too.

Mayor Webber agreed this work is incredibly important, and it is a remarkable and committed membership of the Task Force. It is timely and evolving. He recalled the failed vote to change the Minneapolis police force to something else. Councilor Lindell raised a good point on victims of crime. We do have special programs for support for them and healing from the crime.

He too was interested in best practices while moving upstream, not only among fire and police members. Chief Padilla went to a conference in New York, led by David Kennedy. We need to be assessing our own policies and practices. One Mayor's conference focused on the initiative on law enforcement. It is not static but more fully established. Finding a way to be engaged with different voices is essential.

Councilor Villarreal thanked her colleagues for the questions. With research, we are compiling the data and need a staff person to help us to compile it in a cohesive way. Valeria is amazing but has a limited contract. Adding members could be helpful but support of Staff is essential, whether on contract or a City Staff person. The Task Force is also looking to partner with Community Foundations. We are working hard on this, among our other responsibilities. Thanks to our members for being present tonight.

Mayor Webber noted at the engagement plan and top of his focus on incarcerated was a speech from Father Greg with former gang members in Los Angeles. He was a nationally known speaker for them. A focus for him was the challenge of young people making bad choices and finding the best way to help them make the right choices.

He asked what the best way was to positively engage with police and fire. It is one of the hardest jobs in America. They are under scrutiny at all times. He went to the graduation at the Police Academy where three of the four graduates went to the SFPD. He asked how the Task Force can engage constructively with them.

Councilor Villarreal agreed they are a group we are considering how to structure, as well as with those who left and why.

Ms. Diaz said there is opportunity in the City for those who aren't heard. She pointed out for the health part that when we talk about health, it is in conjunction with a survey of all the best practices around the country and determine where Santa Fe is positioned in that regard.

It is not just on interactions and attitudes, and we will get to that in our engagement work. That is definitely what Dr. Sanchez is doing. And the Community Health part of this is just as important in our work.

The Task Force ended the presentation at 6:35.

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. And Jenice Gharib, Artful Life Co-Director Quarterly Presentation Dates:
- November 10, 2021
- February 9, 2022
- May 11, 2022
- August 10, 2022
- November 9, 2022

Ms. Bustos-Mihelcic read the caption for this item and noted this is the first presentation.

Ms. Martinez and Ms. Gharib, plus Alexis Kaminsky, and Pauline Kamiyama were present.

Ms. Martinez shared her power point presentation on the report and noted this project began on August 12 with an amended contract. They have been at work for 90 days now. She didn't read all text on the slides but read the first one about CHART which was also on the website.

Since August 12, they have been very busy, and she summarized the work in the next slide. The foundation was administration infrastructure, evaluation tools, outreach, staffing, teambuilding/training, public events planning and community-building.

Ms. Gharib spoke to the accomplishments in the first quarter. She listed 318 people who receive the newsletters. They have met with over 125 people in a list she showed. Not all the groups they have met with were on the slide.

Meeting spaces were provided by Acequia Madre House and the Boys and Girls Club of Santa Fe.

She said most visitors were from Santa Fe but also around New Mexico, the US, Europe and as far away as the Philippines. She showed the upcoming events, and the bios of all team members. She was pleased with the contacts to the web activities.

The next slide showed the Social Media Statistics. Facebook was by far the most popular. They have done 18 posts, and reached 12.142 people, with 1,009 engagements, 856 links and 49 followers.

They have been featured on KRQE, the Richard Eeds Show, Santa Fe Reporter, Albuquerque Journal and Santa Fe New Mexican.

She showed the Project Team members and the unidentified four high school interns. 155 people applied and were vetted and interviewed. They received diverse candidates and selected a diverse team. Six are lifelong residents. There are 12 women and 8 men with ages from 16 to 80 and they are residents from five zip codes. Their professions were listed. He said they were all very talented with a wide diversity of skills.

Ms. Alexis Kaminsky was introduced to talk on the first CHART survey.

Ms. Kaminsky has been doing program evaluation since the late 1990's. the first CHART survey opened on September 8 and would close on December 31, 2021. The survey has three open-ended questions – one on history, one on relationships and one on becoming good ancestors to our children and generations to come. She said many in the community were very vocal and we want also to reach the others.

At end of October, the Team had received 250 surveys and 243 were usable. The majority came online, and a majority answered all three questions. The size of responses was from 44 to over 10,000. There were 186 pages of responses.

The largest decade of responders was those who were 70-79. Most of them lived in the 87501, 87505, and 87507 zip codes.

Ms. Martinez showed the targets from now to December 31 for the survey with drop boxes and their locations. They are trying to reach into classrooms. She described the survey kit. The kit engages attendees in dialogues and solicits survey responses at the end. Social studies lesson plans were available. Educators were part of the project team and available to whomever was interested.

Ms. Gharib announced two upcoming events on Sunday November 14 at 2 pm at Frenchy's Field and on Thursday, November 18 at 6 pm on Zoom with City Historian Valerie Rangel and State Historian Martinez in dialogue to address how can we come to a fuller understanding of the history of Santa Fe.

The report was concluded, and they stood for questions at 7:03 pm.

Councilor Garcia thanked them for the overview. A lot has been going on in past 90 days and he looked forward to seeing them on Sunday. He asked if the Thursday Zoom presentation will be recorded.

Ms. Gharib agreed. Everything will be recorded and will be available on the public channel afterwards.

Councilor Garcia mentioned the 100th anniversary of the Santa Fe Trail and autograph rock on the trail. His great, great, great, great grandfather died of cholera on the Trail, and they had to leave his body behind. They went back and retrieved the body and buried him at the San Miguel Chapel.

Councilor Garcia saw a gap in the team makeup with no historian to retell the stories. We need such a historian on the team or in that demographic to advocate for the history. His ancestor who retrieved the body was later in the Civil War. We should not forget what happened in between and we can't miss that when going through this process. And without a historian on the team, he felt a little excluded but knew that was not the intention. We need to silence those critical voices. We need to be able to bring everyone to the table "Why aren't we touching those people with those concerns. We need to do everything to silence those who say no one represents them."

Ms. Martinez asked those people to read the bios of the team members. She thought she underst00d the background he was referring to. The responses are very broad, and those points of view are probably represented in those views. She clarified the team members were facilitators and not advocates. Their role is to listen and take in the stories of the residents, to document, and to record them. They have worked hard to emphasize that team members are not advocating any opinion but to listen to what people are telling them.

She didn't remember a person who specifically said they were historians but the applicants with degrees in history were among them. This team has very diverse backgrounds. And she referred people to their bios. They are not advocating for any particular point of view. The body of information

at the end of the process is collected from the residents and this gets their perspective through various means and the Team will have a great body of information that hopefully has reached deeply into the community. They are important to this process.

Councilor Garcia understood but the Team doesn't have a historian.

Ms. Martinez agreed. The budget provided for membership on the team was set and she didn't know how they would develop the criteria for adding a historian.

Ms. Gharib added that the dialogue included responses on history and culture and different perspectives. The Team will engage with others including culture bearers and historians.

Councilor Garcia wondered if there could be false narratives conveyed in the meetings. The Team would need to discern and eliminate the false truths. A historian would help when those might arise. A historian would help to eliminate those.

He said he had been told by some candidates not selected who had a historian background. He wanted everyone to be confidant in the process but there were people who were not comfortable on what will happen at the end of the year with recommendations. He agreed it is bigger than monuments and statues and the process will take years to accomplish. But will the Team have a recommendation on monuments and statues at the year end?

Ms. Martinez couldn't say that would happen in the survey responses. There are responses regarding monuments and statues, but she could not predict what the recommendations will be. She showed a slide that reflected the language from the City that informed their contract. "We are just 3 months in with 9 months to go and cannot presuppose what the recommendations will be."

Councilor Garcia pointed out the Governing Body has handed the keys to the Team to drive us through the process and meeting certain benchmarks. One of the benchmarks is on monuments and statues. It will be nearly two years since the obelisk came down when this process is completed. If we don't have a recommendation at the end of two years, it will mean our community will be in a worse place than right now. There are lots of conversations needed and the trauma of this destructions is in people's face. The monument was dedicated to our country. If we continue down this path, we won't get the reconciliation we seek. He hoped the team would prioritize a recommendation on the monuments and statues. He was very disappointed that was not a priority. So he was interested in

seeing who had applied but not selected to be part of the team. He wanted to see those resumes and hoped the great choices were not skipped over. He didn't know who would answer those questions.

Ms. Martinez was very confident in this team to do their job well and have all perspectives incorporated into the recommendations. This team will be ready to listen and record the recommendations to the Governing Body.

Councilor Garcia said he didn't get an answer. He wanted to know if he could see those resumes of all who submitted their resumes.

Ms. Martinez did not know the answer.

Director Kamiyama didn't either but said she would get back to him.

Councilor Garcia thanked her. He just saw some gaps on the team. And wondered if no one met those criteria. What he heard from the community didn't fit with that. We need to do everything we can to get invested in the process. We already have a faction of people who don't support the process. And we need to respond how untrue it is because of x, y, and z.

Ms. Martinez heard him, but the overwhelming response we have had and the surveys coming in have overwhelming support for this process with honest feedback on many, many issues. 155 people applied and 139 were not chosen. They took lots of time looking for the right facilitators. She felt confident in the team and their training to listen to the community and encourage all points of view. She also heard back from many of those not chosen who were very gracious with the outcome.

Councilor Garcia said the demographics should include what they brought to the process. A clean and clear process to prevent people from complaining against it. He didn't see that in this briefing.

He had no other questions and offered to help if there was anything he could do to support the process.

Councilor Vigil Coppler said there were people who talked with her also who did not get invited to be facilitators. We have a trust that needs repair and many who grew up here who don't identify or even know anyone on the team. In the end, it will be what results in and has some semblance of the rich history of Santa Fe. That is not to say none of the team has that rich history or that those who did didn't compete well enough to qualify. She emphasized that communicating out there what she just said as facilitators was important. She didn't think everyone understood that. And they wanted more people they could identify with. So maybe there was a level of mistrust. There is still a large group out there who are apparently

not happy with what is happening here. She was not sure how that will be dealt with. She will be watching it closely since she grew up here and participated as princesa in Las Fiestas. So she was very interested in it and especially with statues and monuments being destroyed. Her son is the little boy with the hat at Museum Hill. His semblance is commemorated in that statue - the horse and wagons and Native American woman when the statue was done. There are not many older people on the facilitation team, and they know the history. It is our elders who have the history. But the statue is important to her and her family. It was important to the State and Governor and people of New Mexico. They are not just pieces of metal but have a heart and soul behind them and the destruction tears out the soul. Many people here have had enough but were not given credence to serve on the team. It doesn't support reunification and keeps the sword in our heart. She was not sure how CHART was going to turn out. But she will be observing and contributing and will pay attention to the things that are important to her and the people who grew up here. Thanks for your work.

Councilor Romero-Wirth asked, knowing we have a very long agenda ahead of us, if Ms. Martinez could give a synopsis of the process. She said she has also gotten emails that CHART is a Task Force to figure out what will happen on the bringing out of all the stories for the healing we want.

Ms. Martinez, in response, said the team reflected people who were born and raised here and their ancestors. She asked the Governing Body to please read the bios on the website. They have expressed their deep devotion to the history of Santa Fe. This is a Santa Fe-based team with a real commitment to Santa Fe and its history. She was also born and raised in Santa Fe on both sides of her family. Many of the team are from here. It includes artists and others, but our job is not to advocate for any particular view. The team members were chosen for good facilitation to help people tell their stories and engage in dialogue and we encourage civil dialogue and to have all voices heard. The project team has wide connections in the community. Our job is not to advocate for a particular opinion or view but to gather and document the information with recordings, video, surveys – a very large body of information to enable us to create recommendations representing a deep process.

Councilor Rivera noted while he was looking at the bios, that the leaders specified the number of years they have lived here except for Ms. Higgins.

Ms. Martinez explained that she is outside of the process as the event coordinator.

Councilor Rivera saw six life-long members and others who have lived in Santa Fe over 20 years. But he wondered if one of the lifelong residents is now 16 years old.

Ms. Martinez offered to calculate the average residency but asked him to remember they are a facilitation team. It was confusing to her that a job was other than facilitation. We have worked hard to have a diverse team but not representing a particular population or point of view.

Councilor Rivera understood but the team has to deal with people who have been here for 60 years.

Ms. Martinez thought she could help the team dialogue with older residents.

Councilor Garcia felt Councilor Rivera brought up a good question. As a facilitator in his own past, he knew that facilitators have to make a space that feels comfortable, for if they are not comfortable, it would be a failure. The original resolution, as part of the goals, said– that community dialogue will >>>> inform the decision for statues and monuments. It is part of the resolution the Governing Body passed unanimously and that was the understanding back in January, to be completed by December 31, 2021, and even in the amended resolution, which was still part of the process for monuments and statues. It is to make those hard decisions.

Mayor Webber thanked the team and the Governing Body members. This is the first presentation, and he appreciated the thoroughness which they explained well their role. We opted for the facilitation and everyone on the Governing Body wishes you success in the events and your efforts.

Councilor Villarreal wanted to give these facilitators a chance to facilitate. It is a hard job. Let them have a chance at this point. She wanted to see the bigger picture with perspectives of our history that don't get talked about. People must be open to other perspectives and she wanted to give them a chance to do their job. She trusted the process so ancianos and others have a space to tell their story.

AGENDA AMENDMENT

Mayor Webber noted it was almost 8:00 and people were waiting to give public input on ARPA and petitions from the floor. He asked if the Governing Body would be willing to change the agenda for those two agenda items on the evening agenda and then return to where we are now.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to amend the agenda by going next to the Evening Session to consider the first two agenda items and then return to the remaining afternoon session.**

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

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

Against: None

EVENING SESSION – 7:57 P.M.

17. **PUBLIC INPUT**

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

Fernando Gomez Chavez, speaking on behalf of the Santa Fe Turees? Team. I have worked with them last year and am no longer part of the team. The reason I wanted to speak is because I am not able to afford to live here in Santa Fe. And I want to speak on behalf of those funds being used for affordable housing. There are a lot of private apartments being built around town that are not accessible or affordable for people like me. I have lived here all of my life and am living with my parents because I can't afford to live here. $15 million, considering how expensive it is to live here, is not a lot. We work with a lot of individuals here on the southside to get support to assist with rent payments. Those funds should go to who were struggling to pay rent for affordable housing and first-time home buyers to help people live here and continue to live here. I do work here in the community. $6 million is what you had allocated for affordable housing. That is maybe four houses in Las Campanas. I work in construction and thankfully, now am making a decent living on my own business, but I still cannot afford to live here. We need affordable housing for la gente here. I was working with Homewise and all I could find at $250,000 was 30-40 miles from Santa Fe's center. We need truly affordable units here.

Alice Roye. CEO of Creative Startups based here in Santa Fe. We have hosted about 400 entrepreneurs over the past decade and want to host more to help them with their business to have incomes that match the cost of living here. We work entirely with creative businesses and currently run a food program with City of Santa Fe support. We have helped launch 26 food businesses here in Santa Fe over the past two years despite the pandemic. We are requesting support for three initiatives, all of which will

serve creative businesses. We really want to do Spanish language training on the southside of Santa Fe. I speak Spanish fluently. One faculty member was raised in Mexico and did his PhD here in the US. We have our materials ready to go in Spanish. We have mentors. But we need support for outreach. We also work closely with Future Presentations, Meow Wolf and other creative programs to build an internship program to keep our young people here doing exciting work in the creative industries to gain professional development and technical skills. We would also like to do programming around the digital divide. Half of the businesses in Santa Fe are not capable of marketing online.

Fernanda Gutierrez with Santa Fe Mutual Aid Network, a project of EarthCare, which reaches messaging on mutual support. We have distributed a half million dollars into the hands of community residents in need. We have helped neighbors in need get connected for rental assistance. We are concentrating on work in the Spanish speaking community with translations and help them meet the application requirements of the AM program with those unable to get documentation. WE applaud the city for partnership with the Family Independence Initiative in the Mutual Aid Program we only required a simple online application in Spanish and English. We are looking for community support in distributing these funds and want to help, with no barriers, to share funds as needed. We use a neighbor-to-neighbor approach.

Mike May – Future Focus Education out of Albuquerque, said we create paid internships for youth and have done over 500 placements in Albuquerque and placed 15 in Santa Fe over the height of the pandemic. We propose to scale that program in Santa Fe for pathways out of High School into training and education in the workforce - multiple sectors. We now have a full-time person here, working with Communities in Schools, Lucia Duncan, and building placements in health care, creative arts, restaurants, culinary work, outdoor recreation and other sectors. We are excited to have brought this proposal to put in place in Santa Fe.

Sheryl Anthro – Co-Chair of Santa Fe SCORE, which mentors small businesses from startup to full operation. We give workshops and started in1975. We propose a series of webinars customized for the needs in each District in lockstep with Economic Development Department and partners like Chamber of Commerce, Hispanic Chamber of Commerce and Green Chamber of Commerce to ensure our ideas are relevant. So first, a series of webinars, and second, to have hands-on workshops, and third, engage clients in regular conversation about the mentorship process. And use money to translate it all into Spanish and work with the City Economic Department for the small business community.

Pablo?? - member of EarthCare, who said families are in need of financial aid for medical, etc. and they also should automatically qualify for SNAP, Medicaid, and other support programs for undocumented persons in our community. I urge you to consider having these funds available and flexible for their particular needs.

Eleanor Stevens, Member of Santa Fe Mutual Aid Network, part of EarthCare. We have spent time connecting residents with resources and services and noticed those hardest hit by the pandemic, like restaurant workers and home cleaning don't have the skills to deal with applications, like how to upload pdf applications or how to list dependent children in a complex online form. One rental aid application asked for the SSN and in a very tiny box mentioned without one they could just put zeros. She has encouraged people how they could apply and otherwise would not get any rental aid. We have done tutorials and held workshops to help complete applications. That level of support is really needed for those who can't otherwise apply.

Lucia Duncan, CIS Alumni Director said she was just back from her first in-person gathering of CIS alumnae network where she heard youth needs for training and mentorship. Youth especially need help through financial hardships. It could be transformative to have internships that lead to a career to support their family. Future Focus and CIS does this. Thanks.

Miguel Acosta - You have heard many suggestions for how to spend ARPA funds and heard from EarthCare. I highlight Youth and Family Leaders for projects they are involved in. Continued success depends on training and capacity building. We now have twenty individuals trained so far who are ready to help with community development and some were trained in transportation analysis and updating their own teams on traffic, etc. They registered with Mutual Aid and now have developed their own consulting team with resources that create employment opportunity. Please consider investment in this program which will help our community very much.

Miriam Arellano spoke in Spanish in support of Santa Fe Mutual Aid Network where she was a member and how it has helped the community. She appreciated what she has learned and the lessons they have taught to help people. She hoped the City would continue to help the Mutual Aid services in Santa Fe.

Marcella Diaz said Somos un Pueblo is an immigrant-based organization that helps convene the statewide economic effort that directs cash assistance and has advocated for about $25 million for low-income families that were left out of cash support and still are struggling with predatory debt and the pandemic forcing them to miss work. There is a large gap between indirect and direct cash aid to those families and we

need to help them catch up. The City of Santa Fe leads the way by collaborating with Somos and Chainbreaker, and the Family Initiative now known as Act Together and we ask for ARPA funds to help them catch up for those who were left out of the recovery.

Bianca, with EarthCare and Mutual Aid Network was trying to wrap up our recommendations as much as possible should be for direct cash assistance with limited application requirements to make it as much accessible for families in need. It should all be available in Spanish for language justice in the communication. Navigation services need to be provided to help them and help to get others to the help. Not just rental assistance but also investment in expanding public housing and some rent control. Finally, we hope you would consider capacity and democracy building in a community-wide mutual aid fund for budgeting. We are part of a cohort for democracy beyond elections.

Stefanie Beninato urged some funding for mediation programs for water bills, prevention of evictions and other programs. We need to direct more to those efforts.

There were no other public speakers making comments for ARPA and the Public Input session was closed.

18. PETITIONS FROM THE FLOOR

Stefanie Beninato City Staff has undertaken another study for what was 34th on the priority list. She thought they could save a lot of money without it. She noted a lot of talk on the Plaza around the former obelisk on what would happen. She understood there were going to be surveys about recommendations. Now she understood that was not true. Who would make the recommendations? she appreciated that the facilitators were neutral but there is a misunderstanding on what they were to do. It was a resolution and voted on, and seemingly quite different.

Rick Martinez asked the Governing Body to please postpone the upcoming meeting on the ordinance. It should have had more public hearings. We are not getting answers from the City and what will happen with future administrations. He asked if we will be seeing more six story buildings around Santa Fe. When you change an ordinance, you must have public hearings and there are a lot of questions out there. By postponing the hearing on November 18, you can provide more time. Noah Berke doesn't have all the answers. He hoped the Council will postpone that Planning Commission meeting. It is very important for Santa Fe, and he was sure Councilors are getting letters about it.

Richard Ryan, Nava Ade, noted that Las Soleras was annexed in 2003. He was concerned about the cost of the bill which provides major changes that would change the landscape for Santa Fe without essential guidance on a revised GP and >>> No data on specifics are provided for this. The public was not included in the process to evaluate this very impactful bill. So the city seems to be uninformed and I ask that the meeting be postponed until that happens

Miguel Gabaldon – on the presentation for CHART today -he observed it is unbiased on the history. After last week, he observed a reference to city of Santa Fe and town of (TEWA name as attempt to the indigenous group. He didn't understand that as unbiased >>> He hoped it was going into a direction not recognize various groups that make up Santa Fe. Thanks for your time.

There were no other petitions.

Went back to the order of business.

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 2021-62. (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. rgloriosomoss@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

Mayor Webber declared a 15-minute break until 8:52.

At 8:54 all had arrived, and the meeting was reconvened.
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11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2021-63. (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)

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the Emergency Proclamation extension as presented.

Councilor Lindell supported the extension that takes us to December 6, but she spent two days this week in arroyos where people camp and would like to move forward to not include the camping areas for another emergency declaration. We will have $100,00 for arroyo cleanup. We have to do something different for these encampments.

Councilor Rivera asked if the Governing Body should extend it further since we only have one meeting left on December 8.

Ms. McSherry agreed this one is shorter but an extension to January would be more than 60 days. But it could be approved further on December 8.

Mayor Webber pointed out that he could extend it on December 6.

Ms. McSherry agreed.

Mayor Webber understood the Council could approve an extension 3 days later.

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

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

Against: None

b. CONSIDERATION OF RESOLUTION NO. 2021-64. (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

Ms. Bustos-Mihelcic read the caption for this item for alcohol sales on sidewalks. Randy Randall was not available on this item.

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

Ms. McSherry explained this just extends the time for permitting alcohol sales which was approved soon after the beginning of the pandemic. We followed suit with the State originally to October 2020 and again during the last few weeks. The State was going to extend it again. So the Governing Body is able to do it by resolution revision.

Councilor Villarreal felt this is an important step because we are not out of the pandemic, and she asked Staff to keep her informed about it as we move forward in the future.

Mayor Webber agreed. It is part of the COVID world we are adapting to in a variety of ways all over the City.

Councilor Villarreal wanted to cosponsor.

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

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

Against: None

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

Ms. Bustos-Mihelcic read the caption for this item and noted that Ms. Glorioso-Moss was present. Director Wheeler was also here.

MOTION: Councilor Lindell moved, seconded by Councilor Rivera, to approve the Project Fund Grant Agreement and the Budget Adjustment Resolution as presented.

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

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

Against: None

d. CONSIDERATION OF RESOLUTION NO 2021-65. (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

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the City's participation with DOT for improvements to the Agua Fria/South Meadows Intersection as presented.**

Councilor Villarreal asked to be a cosponsor.

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

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

Against: None

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

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the Fund Grant and the Budget Adjustment Resolution as presented.**

Discussion on the Motion:

Councilor Villarreal thanked the MPO for bringing this to our meeting. They were able to find the funding and to Ms. Glorioso-Moss for helping us to move forward on it.

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

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

Against: None

f. CONSIDERATION OF RESOLUTION NO. 2021-66. (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

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

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to approve the City's participation in the Bishop's Lodge Road reconstruction as presented.**

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

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

Against: None

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: rsgloriosomoss@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

Ms. Bustos-Mihelcic read the caption for this item

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to approve the Grant Agreement and the Budget Adjustment Resolution as presented.**

Discussion on the Motion:

Councilor Vigil Coppler noted a correction in the caption. The project is for the Paseo del Sol West extension.

Director Wheeler agreed.

Councilor Vigil Coppler said it is only clear on the map.

Ms. Glorioso-Moss apologized that she didn't have time to change it in PrimeGov, but it is extending Paseo del Sol West.

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

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

Against: None

h. CONSIDERATION OF RESOLUTION NO. 2021-67. (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 West (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

MOTION: **Councilor Rivera moved, seconded by Councilor Lindell, to approve the City's participation in the extension of Paseo Del Sol West as presented.**

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

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

Against: None

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

Ms. Bustos-Mihelcic read the caption for I and i-1.

MOTION: **Councilor Cassutt moved, seconded by Councilor Lindell, to approve the Agreement for design of Henry Lynch Road and the Budget Adjustment Resolution as presented.**

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

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

Against: None

j. CONSIDERATION OF RESOLUTION NO. 2021-68. (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

Ms. Bustos-Mihelcic read caption for this item.

MOTION: **Councilor Cassutt moved, seconded by Councilor Lindell, to approve the City's participation in the reconstruction of Henry Lynch Road as presented.**

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

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

Against: None

k. CONSIDERATION OF RESOLUTION NO. 2021-69. (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

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

MOTION: **Councilor Villarreal moved, seconded by Councilor Rivera, to approve the extension of the Community Health and Safety Task Force's term through the end of 2022 as presented.**

Discussion on the Motion:

Councilor Romero-Wirth asked for a subsidiary [substitute?] motion to refer this to the Finance and Quality of Life Committees and postpone to a date certain, December 8.

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to refer this matter to the Finance and Quality of Life Committees and postpone to a date certain, December 8, 2021.

Discussion on the Motion:

Councilor Romero-Wirth explained that we are trying to do the work of Governing Body in committees but did not have the presentation we heard tonight, and it would be good to have the fuller discussion at the committees. She didn't think it will delay the Task Force's work. They could discuss the two amendments and might need a third amendment on number of members on the Task Force.

Councilor Villarreal asked which committees. She read the amendment and it was not specific to Finance.

Councilor Romero-Wirth agreed. QOL is where it rightfully belongs but to talk about the funding now that we have the Community Engagement Proposal. Finance has not had that conversation.

Councilor Villarreal said it was music to her ears. "That makes sense. As long as we meet the mark for the Resolution expiring."

Councilor Romero-Wirth said her motion would postpone to December 8 – our final meeting for this year.

Councilor Rivera observed we don't know the total cost. Who will answer that?

Councilor Romero-Wirth said there is much discussion, and they need to have the resources.

Councilor Rivera asked for Public Works as well, so Councilor Vigil Coppler would see it before December 8.

Councilor Romero-Wirth and Councilor Lindell withdrew the motion and second.

Councilor Romero-Wirth moved, seconded by Councilor Lindell, to refer the resolution to QOL, Finance and PWC and postpone to December 8.

Director Wheeler pointed out that there would not be a Public Works Committee meeting before December 8.

So Councilor Romero-Wirth and Councilor Lindell withdrew it and went back to the original motion.

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

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

Against: None

I. 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)

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

Councilor Romero-Wirth recused herself and said her family owns property adjacent to St. John's College and she was not a neutral party. She left the virtual room.

MOTION: **Councilor Lindell moved, seconded by Councilor Villarreal, to approve the denial of the appeal.**

Ms. McSherry welcomed Mr. Ruybalid to the Governing Body as our new Assistant City Attorney.

Mr. Ruybalid walked the Governing Body through the item. The HDRB, after its review and by Planning Commission, approved a cell tower off the campus at St. John's College. It has been pending in one form or another for over a year. It was first denied and the HDRB had tw2 hearings on August 24, and approved construction. An appeal by a neighborhood association was filed on September 24, 2021. The deadline had already lapsed because the FF/CLs were approved on August 24 and the time was enforceable. The appeal was on the 31st day after the denial. The Governing Body loses its authority on the merits of the appeal to have a

hearing with sworn testimony, whether there was adequate evidence. So he recommended the appeal be rejected.

There are also FCC guidelines from the FCC Act with the intent of promoting the public interest for 5G connectivity and broadband services. Local government has 150 days to make a decision and that expired on August 15, 2021. So we have a violation on FCC rules. For these reasons, the denial is done without a public hearing. Santa Fe was a respondent in a previous such hearing for FCC violation. We don't want to be opening ourselves to that liability. So he recommended the motion to either deny or reject the appeal.

Ms. McSherry thought both were sufficient.

Mr. Ruybalid stood for questions.

Councilor Lindell said she took no pleasure in denying the appeal but there were all kinds of information received today. The appeal is late and beyond the federal shot clock permitted by federal regulations. We received the information today, but those things do not appear to be germane to what we are asked to determine. Hopefully, we can move through it quickly. It is unfortunate but those are the facts.

Councilor Garcia asked Ms. McSherry why the appellants could not be here to testify

Mr. Ruybalid explained that would make it essentially a hearing on the merits. If we were miscalculating the 25 days after the 150 days, it would be okay. He would have to be sworn and present testimony, and etc. To consider their evidence and we would end up having a hearing on the appeal and our recommendation to reject the appeal. The Governing Body does not have jurisdiction to entertain that because it does not comply with City Code and violates federal regulations.

Councilor Garcia recalled another that did not meet the time deadline. He thought we needed to change it, but it did not happen. We need to afford due process to the appellant. This is becoming too common. Where does that lie, Ms. McSherry?

Ms. McSherry said the hearing was held so due process was afforded. There was already an opportunity to be heard with the HDRB. So it is a decision about a procedural matter. It was 16 days late.

Mr. Ruybalid agreed. It was 31 days after the decision that the appeal was filed.

Ms. McSherry clarified that it violated the rules. There is the whole process as viewed by Land Use Director in Section A, Part 4 – which described the process. And the Land Use Director finds it did not comply.

Mr. Ruybalid agreed with Councilor Garcia about due process being important all the way around, not just for the landowners, not just from St. John's College, and as alluded earlier, the applicants had pursued this since 2019 with at least 4 hearings before the HDRB. The landowners had the opportunity to due process and all of the evidence was considered by the HDRB.

Councilor Garcia thanked him for the clarification. He was under the impression the appeal was filed on the 16th day.

Councilor Cassutt wanted that clarification as well and it was answered.

Mayor Webber appreciated the Federal shot clock. There are different clarifications. The federal overlay complicates matters.

Mr. Ruybalid agreed. The US Code does for the Federal Communications Act, as it creates deadlines for applicants trying to approve better reception. When local authorities throw a wrench into approving new cell towers, etc. the Act of Congress is abstract but local boards can't sit on it forever and deny cell phone services by stalling. That is an act of Congress. They didn't specify the shot clock which was done by FCC who came up with a guideline that says a reasonable period of time is 150 days for a large wireless facility starting on the day of application until the local board acts. The HDRB and Planning Commission granted the application within the federal shot clock. The delay in filing the appeal was unreasonable and delays allow the appellants to go the court for an injunction to stop the appeal denial.

Councilor Garcia understood that if we hold it up longer, the applicant could take us to court and found to be negligent. We could argue we are trying to work with both parties to remedy the situation to mitigate any challenges that might arise in the future.

Ms. McSherry clarified that the Governing Body would be in a quasi-judicial position and not as a mediator. With the HDRB decision, we are no longer a mediator.

Mr. Ruybalid said the State SHPO Officer does work with FCC to reduce the impact on a historic district and takes a while but does not take away the process. It is a negotiation that takes place between SHPO –

Nicole Thomas – Section 106 process does not take into HDRB but does take into consideration St. John's College and is >>>> to know the determination. That is completely outside the city process.

Councilor Garcia thanked her, Mr. Ruybalid and Ms. McSherry and had no other questions.

Mayor Webber agreed with Councilor Lindell – it gives me no pleasure. It is a collision of processes and federal regulations and he shared with Councilor Garcia the need for other solutions further out.

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

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

Against: Councilor Garcia and Councilor Vigil Coppler. Councilor Romero-Wirth was not present, having recused.

Councilor Romero-Wirth returned to the virtual room after the vote.

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

Director Brown introduced the report and deferred to Mr. Hernandez. He said the overview was also presented to the Advisory Committee.

Mr. Hernandez reviewed quickly the Nine-step Action plan and clarified that they were now in the Planning Phase that sets the stage for the rest of the planning to the Implementation Phase.

He reported lots of planning happened during this summer, especially on land development and public engagement. Once we are at 2022, we will present actual plans in as many forms as we can and ask for approvals through a public hearing at the Planning Commission with various forums

outside of the Planning Commission to around August for approval of land zoning to implement the vision.

The two major plans were: Land Development Framework Plan and Community Development Plan. Both are in process now.

Goal Areas continue to be the driving goals. He said they had many post-it notes on concepts and designs as different pieces of the puzzle for what people wanted in that development that captures the spirit of Santa Fe. They were also looking at building capacity as we move forward.

Housing choices for all Incomes will include AH and mixed-income housing and they will issue an RFP in the first quarter of 2022 for creative and viable development proposals to meet the needs.

Reuse existing buildings - low hanging fruit. The longer we keep them vacant, the faster they will deteriorate.

Redefine the library and program the Government Services Building with community uses.

Education and career development – a place of learning continues to be a priority with other career development and training programs

Connect Midtown to the neighborhood and city and not be an island. So new streets, sidewalks, bike paths, etc connecting to and from Midtown site. Also to make sure all is safe, friendly for bikers, children and seniors.

Open Space for recreation, festivals, and gatherings large, small and medium. Large sidewalks for COVID gatherings safely.

They are moving forward on the Land Development Plan and Community Development Plan. RFPs are being written and now are in draft form for Visual Arts Center and Garson studios Lot. Reuse of Fogelson Library and Government/Community Services Center Studies.

Finally, Land Economics – they are now doing La Familia Medical Center mapping. He showed a list of others. His presentation ended at 10:21.

Councilor Vigil Coppler mentioned this presentation was made to EDAC today and one thing brought up was reports to track the spending. She had asked for it before. It is important to continue to track what it costs and good information to add to the report. EDAC won't forget that any time soon.

Councilor Lindell said we need conversation about the Government and Community Services Building. It was not high in the 2018 preferred uses. We need the conversation in the future.

13. MATTERS FROM THE CITY MANAGER

Manager LaPan Hill made comments around ARPA – the survey closes tomorrow and is still on our website. She acknowledged that City got AA+ Bond rating yesterday – very important and good news.

14. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry introduced Ms. Patricia Feghali, our other new City Attorney.

15. MATTERS FROM THE CITY CLERK

Ms. Bustos-Mihelcic announced car show on Plaza for Veteran's Day. We will be giving out flags. We will celebrate Plaza lighting on November 26 with Santa and Ms. Claus arriving by fire truck. With music after the lighting ceremony.

16. COMMUNICATIONS FROM THE GOVERNING BODY

a. Introduction of Legislation for November 10, 2021.

A copy of the Bills and Introductions is attached herewith to these minutes as Exhibit1.

Councilor Lindell introduced 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.

Councilor Villarreal recognized the birthday of her dad and celebrating after surgery. And happy Vet's Day to her family. She has to work tomorrow but hoped everyone can celebrate the day.

Councilor Vigil Coppler recognized all veterans and thank them for their service.

Councilor Rivera also thanked all vets for their service and sacrifice and their families - men and women fighting for their country.
He introduced a resolution requesting a time extension for a municipal arterial program cooperative grant from the New Mexico Department of Transportation identified as Control Number L500306 for the planning, design, and construction of Agua Fria Street and South Meadows Road intersection improvements.

Councilor Garcia had an opportunity to visit a little library at Salvador Perez. It is very cool. Also Happy Birthday to Marine Corp and my grandfather Joe who served in World War II and was a POW. My father was in the Navy at the end of the Viet Nam War. Happy Vet's Day to all of our vets who served. Be safe, COVID numbers are going up.

Councilor Cassutt wished Happy Vets Day and thanks for your service. And the families of all veterans as well. Happy birthday to my grandmother I don't know how old she is. We have not seen her in person. And tomorrow is my nephew's first birthday. Congrats to SFHS soccer team who are State champions. And Coach Edy who was my psych teacher.

Councilor Romero-Wirth wished Happy Vets Day for the service of all veterans. She gave a shout out to the boys' soccer team. And congrats to her son who announce d his engagement and will make 2022 a little hectic.
She introduced a resolution readopting procedural rules. Councilor Abeyta is principal sponsor.

Mayor Webber introduced 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.
In addition to recognizing veterans and their amazing contribution to our country. It is Navy week. The rear admiral here was posted at Okinawa.
He recognized our soccer champions, four new police officers, 4 awards to cadets graduating and Santa Fe Police Department won three of the four awards. He applauded a great event at Meow Wolf for lodgers and SFCC and hospitality industry to create new tracks for HS seniors and the world of tourism. He was pleased with how we are rebounding from COVID.

Communications were completed at 10:39 pm.

EVENING SESSION – 7:00 P.M.

This was opened earlier in the meeting agenda.

17. **PUBLIC INPUT**

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

This item was heard earlier in the meeting.

18. **PETITIONS FROM THE FLOOR**

Petitions were heard earlier in the meeting.

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

Ms. Bustos-Mihelcic read the caption and identified the candidates for appointment to the Community Development Commission.

MOTION: **Councilor Villarreal moved, seconded by Councilor Romero-Wirth, to approve the Appointments to the CDC as presented.**

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

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

Against: None

20. **PUBLIC HEARINGS**

Mayor Webber asked if the Governing Body wanted to postpone one of the appeals.

Councilor Garcia asked if we are going to stay up to the wee hours at the December meeting.

Mayor Webber noted the December meeting has a long agenda too.

Councilor Villarreal asked if the Governing Body has public hearings in December and also appeals.

Mayor Webber said he just had word of mouth. He asked if Mr. Berke had more detail.

Mr. Berke said there would be at least one land use case but not an appeal.

Councilor Cassutt suggested, at this point, we have kept people on this long and might just go ahead.

Director Kluck said the Aleksander case may be short.

Ms. Bustos-Mihelcic echoed Director Kluck and added that we don't have as many presentations for December as we had tonight - just a water presentation on the December agenda.

Mayor Webber judged the sentiment seems to be to go forward.

a. 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 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

Mayor Webber recalled we took public testimony at the October 27th meeting and were at questions from staff and public hearing was still open. We did not have a traffic person with us at that time. Councilor Rivera had the floor.

Ms. McSherry agreed.

Councilor Rivera didn't know who was here on behalf of the City.

Mr. Mario Infante was here from Wilson and Company. He had reviewed the designs.

Councilor Rivera asked for his assessment of traffic impact.

Mr. Infante summarized the findings. He went back in anticipation to review the video from the last meeting. The concerns were on the roundabout and the relationship of this subdivision. The question was with respect of full buildout whether Agua Fria would handle that traffic load. The answer is yes.

Councilor Rivera pointed out that intersection is not a roundabout but signalized.

Mayor Webber asked Ms. Bustos-Mihelcic to read the caption into the record. And then resume.

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

Councilor Rivera said the intersection is signalized and currently is a failing intersection, but it won't become a roundabout.

Mr. Infante agreed. At South Meadows it is signalized intersection. The baseline traffic was analyzed and future horizon buildout with 29 units. The analysis is 1% over horizon and the TIA included the surrounding area and comparison of intersections over a 20-year horizon. One percent growth at buildout is considerable. The current average is 0.6% population growth. The findings of TIA is that the LOS for this development is not impacted. The comparison of existing and proposed – at buildout year 2023 before and after the project is LOS A-. The only intersection modified is at South Meadows, which is not a failing intersection. And it has no adverse impacts before and after.

Councilor Rivera asked if they took into consideration the improvements at the intersection.

Mr. Infante agreed. The numbers for baseline year and for buildout year used the same model with growth rate of 1% for apples to apples.

Councilor Rivera noted that during the day at 3:00, traffic will be much different.

Mr. Infante said they did AM and PM peak hours before and after construction for that LOS.

Councilor Rivera asked if it took into account the number of vehicles owned by a specific person.

Mr. Infante explained they don't have that information but calculate the number of trips from and to. And then grow the traffic. It only looks at number of trips. We distribute what come in and out of the subdivision.

That is trip generations which is about ten trips per dwelling unit because most have two cars. ten trips are the assigned trip generation. So those are the trips we assign to the network.

Councilor Rivera pointed out they are planning to build a road along the Memorial Highway.

Mr. Infante said that was correct.

Mr. Infante deferred that to Bert Thomas with Bohannan-Huston to respond to that.

Mr. Thomas said the road is being constructed to the roundabout and the majority coming out of the development would use that road.

Councilor Rivera asked if Kate's Way could be a right turn only exit.

Mr. Thomas said right now is a full access intersection because some would come from the south to access the development which is why we leave it as a full use intersection.

Mr. Infante said on the horizontal curve, the site distance is not quite twice what is required for left turns. It is important for the Governing Body to consider driver behavior on the design. If we restrict to right turn only, we would encourage dangerous driving. They will find a way to make a U turn. The site distance is almost twice what is needed and don't want dangerous driver behavior.

Councilor Rivera said we heard from another engineer that U-turns were actually safer.

His concern was on close proximity to the school intersection to the parking lot. So lot of traffic when school is on. It is very busy at morning and afternoon drop off, pick up. Lots of traffic crossing. He hoped people use the new road than south Meadows.

Ms. Bustos-Mihelcic swore in Mr. Infante after his testimony.

Mayor Webber asked for any other questions.

There were no others.

Mayor Webber closed public hearing and entertained a motion.

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to approve the Aleksander Estates Subdivision General Plan Amendment as presented.**

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

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

Against: Councilor Rivera

Ms. Bustos-Mihelcic noted the time was 11:12 pm.

TIME LIMIT WAIVER

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Lindell, to waive the rule for time limits and continue the meeting.**

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

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

Against: None

b. 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 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

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

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve Bill 2021-22, the Aleksander Estates Subdivision Rezoning on 8.38 acres from R-1 to R-7 as presented.**

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

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

Against: Councilor Rivera.

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

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

MOTION: **Councilor Lindell moved, seconded by Councilor Vigil Coppler, to approve the Aleksander Estates Subdivision Preliminary Development Plan as outlined on page 4-C.**

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

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

Against: Councilor Rivera.

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)

Ms. Bustos-Mihelcic read the caption for this item. Karl Sommer was present for the appeal and Ms. Feghali was available.

Mayor Webber reviewed the process starting with disclosures, Staff Report, applicant Presentation, then to public comment, Governing Body questions. Close public hearing, motion, debate, and vote.

Councilor Romero-Wirth asked Ms. McSherry to remind the public how quasi-judicial works.

Ms. McSherry explained the process.

Disclosures

There were no disclosures.

Staff Report

Ms. Feghali shared her screen and provided the case history for this appeal. She pointed out this is a de novo appeal. The Governing Body is not bound by the Planning Commission's previous decision but on the evidence provided now.

The Staff recommended approval of the Development Plan but the Planning Commission denied and now, it is appealed. Phase 1 of two is next to the Santa Fe Outlet Mall. Fitness Building that replaced an apartment building. Phase 2 was a 24-unit building on one acre, after replacement and fitness building from where it was originally. She showed a map of the area.

Planning Commission denied it based on D 1 – b and c as too tall that close to the highway. Not compatible for uses abutting the property. There is a case in district court that says the city cannot regulate view corridors. It is zoned C-2 and height allowed is 45' and proposed building at 39'. The basis for appeal is that Planning Commission misapplied chapter 14 and their decision did not have sufficient evidence to support it.

She showed a decision tree. And the two motion options. She ended the Staff Presentation at 11:26 pm.

Appellant's Presentation.

Mr. Sommer said Mark Tekin was his witness. He thanked the Governing Body for extending the time period.

Ms. Bustos-Mihelcic swore him in.

On behalf of Villa Sendero, Mark Tekin was president and principal in a company with significant investment in New Mexico and a longtime builder. The company acquires, titles, builds, and holds their properties. Because this company has the commitment to this project, they are doing an analysis on quality and what gives rise to this amendment. They determined changes could be beneficial to residents. He said it would enhance the quality of life to the residents. The amendment was just to improve it and they were able to acquire the adjacent property to make these changes.
He said Ms. Feghali is a great addition to the team and serves you well. Her report was very thorough and puts the appeal to you very succinctly. She presented what is allowed by Code and it meets every technical point of code and criteria related to public interest and a comparison with buildings nearby.

The Planning Commission on that evening had five members out of seven on the Commission. And this decision was made by three members. The rest were absent, and no basis was given for the finding that this was averse to the public interest. This is defined by the impact. It is a housing project desperately needed. This is a high-quality project and high-quality development, so a small part of Planning Commission determined it was too high but is below the allowed height there. He believed they just didn't like it. This is not speculative, and the project is underway to get it into circulation and use. "I submit to you the record is devoid of any basis for denial. This case is straightforward and does not signal any big change. The Staff recommended approval because it meets every part of the code."

Mark Tekin is here to answer any questions.

Public Comment

Ms. Bustos-Mihelcic asked for anyone who wanted to comment to raise their hand. She saw none.

Mayor Webber concluded no one was here to testify.

Governing Body Questions

Councilor Villarreal thanked Mr. Sommer for the presentation. On the map, it showed where the space was located and asked how it was integrated. It looked like an island.

Mark Tekin was sworn

Mayor Webber explained she was looking for the connection of the two parcels – the integration of them.

Mr. Tekin said in the site plan the small parcel is adjoining and part of the two parcels. They are touching with no separation. It might not appear that way in the pdf.

Councilor Villarreal saw it was essentially a driveway.

Mr. Tekin agreed. At the southwest, you could drive seamlessly from one to the other. There is no separation.

Councilor Villarreal agreed the visual was not great.

Mr. Sommer said it is a continuous road network with pedestrian pathways and adjoining to the west is a piece owned by DOT that Mr. Tekin is looking into and may be a subject of acquisition, so it is part of a lager whole. We are working with DOT on it now.

Councilor Villarreal said Mr. Tekin did not confirm the trail connectivity

Mr. Tekin explained it is difficult because it is a 6.5-8% grade there and we have ADA requirements. That makes it difficult. It might become more viable. But we don't think we can connect them.

Councilor Villarreal understood. It is important, but based on your description, you don't think it would work.

Mr. Tekin agreed. Without more land to make the slopes work, it is not viable. We would like to acquire the DOT property and think it can happen but is not done yet. We are trying to design as it happens. But today, there is not a viable way to connect.

Councilor Villarreal asked Staff about stormwater management. It is close to a major highway turnoff. Why didn't the plan get based on a hundred-year event basis?

Mr. Berke said it was based on a hundred-year event.

Councilor Villarreal recalled we had thousand-year event in 2018 so she was trying to understand how the drainage would get approved. It made sense to use a longer-range basis. It is a very small piece right at the edge of the highway turnoff. Why wouldn't we consider that?

Mr. Berke deferred to Mr. Tekin.

Mr. Tekin asked if she meant why not design to a thousand-year flood event.

Councilor Villarreal said at least more than a one-hundred-year event, given climate change, etc.

Mr. Tekin said they usually design around the FEMA likelihood and design accordingly. We develop sometimes near lakes or rivers which might not be in a flood zone but close to one. It is uncommon when not next to a body of water. Santa Fe Engineering is dependable and local and understand the conditions. There is more flexibility than the guidelines. He didn't think it would change the work for 500-year or 1000 year event.

Councilor Villarreal agreed that makes sense. But we have had adjustments. You are not near a body of water, but the drainage might be affected.

She asked about water engineering.

Mr. Berke didn't have our engineers here.

Councilor Villarreal said her other question was that there is no AH unit. It is all fee in lieu. So for 150 units, she asked about the fee size.

Mr. Tekin said they proposed 252 units but were short on parking. Because we plan to operate this for the next ten years, we want to make sure there is adequate parking. Residents are frustrated when they come home for work without finding a parking spot. We paid fees for 252 units and now are providing amenities, so we are not building 18 of those units. It is now a 234-unit project. We won't ask for fees back but to build the rest – 24 units on the second parcel.

Councilor Villarreal appreciated that. Fee in lieu is needed. Most multi-family developments use fee in lieu. And we are not balancing out that with actual AH units. She asked Mr. Berke how many of them were under construction and how many had AH units.

Mr. Berke said there are affordable units in a few. There are just over 2000 multi-family units under construction with 328 affordable units.

Councilor Villarreal - so that is just those under construction?

Mr. Berke said that is correct. It doesn't include those in the pipeline.

Councilor Villarreal wanted their ability to see cars coming off the highway This is not a view corridor, but drivers need the ability to get off safely. What would be the actual visible piece for that?

Councilor Garcia added that he wanted to ask help to understand in the FF/CL on page 22 – that the proposed use was not compatible with adjacent or abutting property. The abutting property is Santa Fe Place Mall. Is that correct?

Ms. Feghali agreed. One side is the Mall and the other is Villa Sendero and then I-25.

Councilor Garcia asked if there was anything nearby that is three stories. Is the motel three-stories?

Mr. Sommer agreed and the Santa Fe Inn is also three-stories.

Councilor Garcia asked why the Planning Commission would say there is nothing in the area. Presbyterian is four stories and just down the road.

Ms. Feghali acknowledged there was not much discussion on that point.

Councilor Garcia went to #23 – that said it is not set back adequately from I-25. What is the setback requirement from I-25?

Ms. Feghali said there is no specific setback minimum from I-25. She didn't know where they got that.

Councilor Garcia asked Mr. Berke or Director Kluck if the 15-foot setback was sufficient.

Mr. Berke agreed. There is no delineated setback from the I-25 right-of-way. We have talked about a new setback standard, but as of now, there is not any setback standard.

Councilor Garcia understood and had no other questions.

Councilor Lindell asked Mr. Berke or Director Kluck if this project met our Code.

Mr. Berke said it does meet our code and that is why we recommended approval in the Staff report.

Councilor Lindell agreed there is no view corridor involved and they could not create one on the fly. So this project meets our code, and she was ready to make a motion.

Mayor Webber noted the offer and asked for any other questions or comments.

There were no others. He closed the public hearing and entertained a motion.

Councilor Lindell moved to grant the appeal subject to conditions and corrections on the ground =s >>>> and direct staff to /Councilor Romero-Wirth –

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to grant the appeal and approve the development plan subject to the recommended Staff conditions of approval and the technical corrections, 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.**

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

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

Against: Councilor Villarreal.

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)

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

Mayor Webber reviewed the process.

Disclosures:

There were no disclosures.

Mr. Ruybalid presented this item. He has been in touch with Mr. Brown, the appellant. Mr. Brown signed off, because it is now after midnight. So he asked, if the Governing Body wishes, to proceed or not. He said he couldn't stay awake any more.

Ms. McSherry said the Governing Body could proceed if they wish. He is aware of that and was already asked. So the Governing Body can proceed without him.

Mayor Webber reasoned that the appellant is not going to appear and has no representative to make his case.

Councilor Romero-Wirth asked at what time he decided that.

Mr. Ruybalid said it was at 11:30.

Councilor Romero-Wirth observed that was after we extended the time.

Mr. Ruybalid agreed and he advised Mr. Brown that the Governing Body could proceed without him, and he said, "I will take it up in court."

Councilor Romero-Wirth reasoned it was clear to him that we would finish our agenda.

Mr. Ruybalid continued with what he said.

Mayor Webber asked if we should proceed without Mr. Brown.

Councilor Garcia didn't feel he could make a good decision without him here to provide input. If we have questions for the appellant, how would we get answers?

Ms. McSherry said the Governing Body could postpone it or continue until we get a different motion

MOTION: Councilor Villarreal moved, seconded by Councilor Vigil Coppler, to postpone this case to the next meeting.

Discussion on the motion to postpone:

Councilor Romero-Wirth wondered if we shouldn't try to begin this and if we came to a point where Mr. Brown was needed, we could make the

decision to postpone. She did not want to be held hostage. She was sorry the process is what it is, and he knew we were going forward.

Councilor Vigil Coppler thought it was reasonable to postpone. It is an absurd time to be making important decisions and to make people hang around is rude. When we are dealing with people's livelihood, it is not courteous and not professional. We do have a motion on the floor.

Councilor Cassutt was frustrated that he decided to jump off but would hate to get to a point where we cannot make a decision so she would favor to postpone it, given the possibility we would need information from Mr. Brown. If it happens again, we should just deal with it. She was not in favor of considering it at the December meeting.

Councilor Romero-Wirth posed that we could be in the exact same position in December. She wished it was different, but we plow through an incredible amount of work. We have been at it for 7 hours now. This is not fun. She wished there was a different way to do it.

Councilor Rivera asked Staff, if we decide to postpone tonight, would we still be within the time frames on this appeal?

Ms. McSherry said with this appeal, there are no time frames to abide by.

Councilor Vigil Coppler pointed out that we are elected to serve the public and we work for them, not them for us. It is important to recognize we have to stay up and we do make allowances for public comment.

She saw people waiting for us to make decisions, but we don't make allowances for them like we do for Petitions from the Floor. She noted that her dog is going to surgery very early in the morning. >>

Councilor Lindell also pointed out that we could put this off until January or February if we chose to. We have a busy schedule in December so we could put if off as much as needed.

Mr. Ruybalid said the appellant is not in a hurry to get it done. He doesn't want to get rid of his portal and the longer it is put off, the more he gets to enjoy his portal. He is in no hurry.

Councilor Lindell asked to what date it would be postponed.

Councilor Villarreal stated the motion was to the next meeting, in December, but she was willing to set another date.

Mayor Webber agreed.

Councilor Villarreal thought Mr. Brown made a good decision to go to bed.

Councilor Villarreal withdrew her motion Councilor Vigil Coppler withdrew her second.

MOTION: **Councilor Villarreal moved, seconded by Councilor Garcia, to postpone this matter to the meeting on January 12, 2022.**

VOTE: **The motion failed on the following Roll Call vote:**

For: Mayor Webber, Councilor Garcia, Councilor Vigil Coppler, and Councilor Villarreal.

Against: Councilor Cassutt, Councilor Lindell, Councilor Rivera, Councilor Romero-Wirth.

With the tie (4-4) vote, it failed for lack of a majority.

MOTION: **Councilor Cassutt moved, seconded by Councilor Vigil Coppler, to postpone this appeal to the December 8, 2021 meeting.**

VOTE: **The motion failed on the following 4-4 Roll Call vote:**

For: Mayor Webber, Councilor Cassutt, Councilor Vigil Coppler, and Councilor Villarreal.

Against: Councilor Garcia, Councilor Lindell, Councilor Garcia, and Councilor Rivera.

Ms. Bustos-Mihelcic read the caption for this item. Ms. Carly Piccarello was also present.

Disclosures:

There were no disclosures.

Staff Report

Councilor Vigil Coppler asked to be excused and left the meeting.

Councilor Romero-Wirth lost her packet online and asked for help retrieving it again.

Ms. McSherry helped her get it back.

Mr. Ruybalid shared his screen and presented the denial of a retroactive approval request to retain his portal. No building permit was secured for the constructing the portal on a non-contributing residential structure.

He said the condos were in the Downtown and Eastside Historic District on the north side of East Alameda and he showed a view of the condos at 701 E. Alameda.

There were four units there. Mr. Brown's was Unit 3, farthest setback and only accessible through a breezeway. The units were characterized by stucco with wooden pedimented windows and canales draining from the roof wall and a fire wall set down 18" from the parapet to conceal the A/C unit and other appurtenances. The portal was on the back side, made of wood. The roof was an imperfect rectangle and flat.

He showed from the code Section 14-5.2C-e-(b). The Board said if he revised the exterior appearance the public visibility could be at issue, but developments shall comply with all general standards and specific standards for Downtown/Eastside.

Mr. Brown never applied for an exception. The only relevant requirement is that portals shall be open and this one is.

Not all of the code requirements in that section applied, which he listed.

He showed a decision tree.

Appellant's presentation:

There was no appellant presentation.

Public Comments

There were no public comments.

Governing Body Questions of Staff.

Nicole Thomas was no longer present at the meeting for a question from Councilor Cassutt.

Councilor Cassutt, on the question of old or recent Santa Fe Style, felt a review of design features would be helpful

Ms. Piccarello noted there are Territorial features although no brick coping. The style can be slightly mixed. In the photo you saw. The building does emulate an old style. She had photos of other Territorial styles. In looking at the walls, it has an old adobe look. The window features are Territorial, and the parapet is Territorial from the portal. She showed examples from a 1979 published book.

Mr. Ruybalid pointed out that Ms. Piccarello was offering information not in evidence at HDRB and should be sworn.

Ms. Bustos-Mihelcic swore her in.

Ms. Piccarello pointed out details for Territorial in other examples.

Councilor Cassutt had no other questions.

Councilor Romero-Wirth agreed with Councilor Cassutt. This is fairly new construction and new construction can be old style construction

Ms. Piccarello agreed.

Councilor Villarreal asked Mr. Ruybalid to show the condos again. He did.

Councilor Villarreal said the style emulates Territorial. there are similarities but it was not Territorial in her opinion. She had a hard time deciding on the style. It is non-contributing. The examples of portals were not that functional. That was subjective for her. She didn't feel there was clarity on styles and was conflicted on it.

Ms. Piccarello saw it as an old style on the portal. Two of her photos were John Gaw Meem houses. Not all structures will look like that nor reach the height of significant structures. There is a distinction. Recent has less consistency throughout. The rest of the building can have more flexibility than on the primary façade. The window detail is still Territorial, so it is more indicative of old Santa Fe Style and treats the building the same.

Councilor Villarreal wanted examples of recent Santa Fe Style.

Ms. Piccarello had some examples of Recent Santa Fe Style but could not show them quickly.

Councilor Rivera asked about free-standing vs attached to the building.

Ms. Piccarello did not think it made a difference. Mr. Ruybalid has the definitions.

Councilor Rivera thought it looked like a free-standing porch connected by flashing.

Mr. Ruybalid read the portal definition.

Ms. Piccarello said if is connected at all, it is a portal.

Councilor Rivera asked Mr. Ruybalid if the Applicant had applied for a permit.

Mr. Ruybalid said he only applied for an H Board review. The HDRB told him they would consider it with a revision on the design. By the time he got to the HDRB he had already constructed the portal.

Councilor Villarreal asked Director Kluck to clarify that.

Director Kluck understood there was a request for enforcement action and the officer red tagged it for no building permit and instructed him to go to the HDRB. The applicant verified it was up to code but without a permit and he appealed.

Mr. Ruybalid clarified in the definition of portal, the Code doesn't indicate it has to be attached to a wall.

Mayor Webber said we can sometimes get lost in the translation. The fundamental issue is which category the main building falls into – old or recent.

Mayor Webber concluded the building is old Santa Fe Style, He felt it was difficult to come to any other conclusion. So the residence meets Old Santa Fe Style.

He also decided the portal doesn't meet the District design standards for old Santa Fe Style.

Councilor Villarreal asked to go back to the comparison of old vs recent.

Mr. Ruybalid pointed out the public visibility was the issue.

Councilor Villarreal wanted to understand how it came about. He got red tagged to get proper approvals.

Mr. Bobby Padilla, the City Building Inspector, was present. Ms. Bustos-Mihelcic swore him in.

He testified that the complaint was called in anonymously and he went out and issued a stop work order and told the owner had to go to the HDRB.

Mayor Webber asked for any other questions.

Councilor Rivera asked Mr. Padilla if he issued the stop work order notice.

Mr. Padilla agreed. It is just to notify the constituent that no further work can be done.

Councilor Rivera asked if the work was already completed.

Mr. Padilla said it appeared to be complete.

Mayor Webber closed the public hearing and entertained a motion.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to deny the appeal on the grounds that b701 East Alameda is the old Santa Fe style building and the project does not meet the applicable Historic Design Standards, affirm the Board's decision, and direct Staff to prepare Findings of Fact and Conclusions of Law consistent with this motion.**

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

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

Against: Councilor Villarreal

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 1:20 a.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

GOVERNING BODY MEETING OF
November 11, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

EXHIBIT ONE
GB Nov. 10, 2021

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.

This document is subject to change.

Public Safety Radio System(PSRS)Project

MANUEL GONZALES, INTERIM ITT DIRECTOR

JOSEPH ABEYTA, PROJECT MANAGER

NOVEMBER 16, 2021

Project History

- City of Santa Fe (CoSF) went live with new Motorola P25 PSRS on February 13, 2021
  - CoSF immediately experienced multiple issues throughout the City:
    - Out of coverage
    - Dead zones
    - Poor audio reception
  - Motorola identified the PSRS was designed for Buckman Site and CoSF placed it at Los Montoyas Site
  - Mitigation for Issues:
    - Replaced antennas on every SFPD Unit
    - Replaced outdated XTL radios with new XPS radios
    - Executed contract with Motorola to move PSRS from Los Montoyas to Buckman

Current Status:

- The current system has been experiencing outages sometimes exceeding five minute intervals
- Possible reasons for outage:
  - Per CoSF-Some outages occur during electrical storms
  - Per Motorola-Illegal carrier signals kicks off Fail Soft feature, resulting in system channels shutdown
  - Per NM State Radio Techs-have observed Motorola equipment causing interfering signal
  - Per Motorola-Bi-Directional Antennae (BDA) issues due to weather related interference
- Coverage issues on the South Side of the City
  - Current dead zones:
    - Some of these areas include:
      - Agua Fria
      - West Alameda
      - Airport Road
      - Siringo Road
- City lacks redundant RF Towers for resiliency and backup
- Motorola support has been difficult and unsatisfactory
  - Vendor has refused to engage in meaningful shared response to interference issue

Current Status: Mitigation for Interminent Outages

- Motorola identified source of outage due to illegal carriers
  - ITT filed illegal carrier grievance with the FCC
- Signal Testing and Results
  - Inspection by State techs determined BDA not causing interference at SFPD
  - Fail Soft feature: State Techs recommended disabling illegal carrier function
    - City Radio Techs disabled function resulting in zero reported service issues
- Coverage and Outage Issues
  - ITT purchased, enabled, and issued new cell phones with Push to Talk capabilities to every SFPD officer and SFFD vehicle
    - Future department fiscal responsibility will need to be identified for FY23

Los Montoyas to Buckman Move Option

- Improve existing coverage by moving current tower and build a second tower
  - Advance in building coverage (Site Move)
  - Provide coverage in lower Alameda St., Agua Fria St., and Siringo Rd. (Site Move)
  - Improve coverage on the South Side and create system wide redundancy (Second Tower)
- Current Issues
  - Current Tower Project is on hold due to issues with permitting (per Motorola PM)
  - CoSF has requested a permit waiver pending response from tower owner SBA
- CoSF PSRS is reliant upon Motorola Support -unsatisfactory
  - Motorola has refused to assist the CoSF determining the cause of outages
  - Unsatisfactory resolution with Motorola's 800 support number
  - Motorola has not responded to City's request to inspect their radio tower equipment
- Minimum three month transition for site move
  - Second tower initiative could take longer than one year

RISKS

- Does not resolve outage issues
- Does not provide backup for outage issues
  - No backup if tower goes down
  - Requires standing up a second tower
- Does not resolve all coverage issues
- Need to negotiate terms and obtain a permit for tower
- Most of the responsibilities are being put on the City
- Local support is not first tier

Fiscal Factors

- Allocated $273K for site move
- Undetermined maintenance fee amounts begin Feb 2022
- On-Call Technical support would cost approximately $100K per year per tower
- Projected cost for the second tower is:
  - With Department of Public Safety (DPS) Tower around $600K
  - Without DPS Tower minimum $1 million

Migration to the State System Option

- Join the State of New Mexico State-Wide Public Safety Communication Radio System
- Provides redundancy and prevents outages as the State has multiple towers throughout the City and State
- Increased coverage due to multiple towers
  - Covers large majority of both the City and County
- 24/7 support and monitoring throughout the State
- First Tier Technical support stationed in Santa Fe
- Eliminates illegal carrier issues
- Interoperation and interagency communication capabilities
  - Maintains existing communication functions with SF County
  - Can communicate with Albuquerque Fire & PD (APD), Rio Rancho PD (RRPD), Sandoval County Fire & Sheriff (SCSO), Bernalillo County Fire & PD (BCSO), NM State PD (NMSP), and all other agencies on the same network
  - Provides NMSP as a backup dispatch
- State will manage all contracts with Motorola and technical support
- 6-8 month transition period

RISKS

- Any future towers or contracts with Motorola will be coordinated through the State
- Costs and credits are estimates at this point
- RECC support and approval
- Potential additional dispatch licensing costs

Fiscal Factors

- Approximately $200K to re-program every radio etc.
- Dispatch reconfiguration costs estimated at $30-50K
- $20/month for every radio used during the month
  - All of PD & Fire approximately $144K per year
- State will give credits
  - Credits estimated 20% of CoSF investment
- State will assist CoSF with Homeland Security grants (estimated $3M)


CURRENT CITY COVERAGE
Buckman Transfer Station
Prime Site
Downtown
El Camino Real Academy
Santa Fe High
Airport
SFCC

ITT RECOMMENDATION

- The CoSF ITT Department recommends Migration to State System Option:
  - Most beneficial for public safety
  - Eliminates outages
  - Improves transmission quality & coverage
  - Increases ability to communicate with other agencies
  - Provides backup towers and 24/7 1st Tier support
  - Creates a redundant and robust PSRS
  - Enhances the likelihood to receiving $3M Homeland Security grant
  - State will initiate change request to Motorola



CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1197304 (NMRLD/AGD)
Name of Applicant: 22 Skidoo Corporation, Inc.
Doing Business As: Cowgirl BBQ
Proposed Location: 319 S. Guadalupe Santa Fe NM 87501

THIS MATTER came before Liquor License Hearing Officer Christopher L. Graeser for public hearing on November 22, 2021 at 4:00 PM by video hearing, on the application of 22 Skidoo Corporation, Inc. (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:

Transfer of ownership of Inter-Local Dispenser Liquor License No. 2508.

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. November 19, 2021 memo from City Clerk Kristine M. Mihelcic
    b. October 1, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Tammy M. 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. 1197304
    d. Site plan
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    f. November 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
    g. Vicinity map
    h. City of Santa Fe Liquor License Request Supplemental Information

2. Alexandria Mares, with the City Clerk's office, presented the application.
3. The Applicant was given an 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 October 22, 2021 and October 29, 2021 and on the City's website.
6. The Application is for transfer of an existing license for an existing business in a location that does currently sell liquor, necessitated by the change of ownership.
7. The business is expected to be open from 11:30AM to 8PM, Sunday through Thursday, and 11:30AM to 9PM Friday and Saturday, with extended summer hours. Peak times are expected to be 11:30AM-9PM Friday-Sunday.
8. Maximum occupancy is 226 people.
9. Anticipated daily occupancy is 450 people, and business volume is expected to stay the same.
10. Traffic on adjacent streets is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
11. The Applicant does not have a recent history of violations.
12. The proposed location is not expected to cause a substantial change in litter or noise.
13. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
14. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
15. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
16. 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.

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



11/30/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: November 19, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from 22 Skidoo Corporation, Inc., for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508.

BACKGROUND AND SUMMARY

The applicant has requested a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508 to remain located at Cowgirl BBQ, 319 South Guadalupe, Santa Fe. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

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

ACTION REQUESTED

Consideration of the above request.

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

October 1, 2021

USPS Certified Mail No.: 9171 9690 0935 0155 3722 33

9171 9690 0935 0155 3722 33

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

Re: Lic. No. /Appl. No.: **Inter-Local Dispenser License No. 2508 | Application No. 1197304**
Name of Applicant: **22 Skidoo Corporation, Inc.**
Doing Business as: **Cowgirl BBQ**
Proposed Location: **319 S. Guadalupe**
Santa Fe, NM 87501

Greetings:

The Director of the Alcohol and Gaming Division 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.

While the law states that "within forty-five (45) days after receipt of a Notice from the Alcohol and Gaming Division, 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. Should the Local Governing Body be unable to meet one of these requirements, please send a Request for Waiver/Extension by email to the assigned AGD Hearing Officer listed on page 2.

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 by the Alcohol & Gaming Division;
(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.**

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

THE APPLICANT IS SEEKING A TRANSFER OF OWNERSHIP OF INTER-LOCAL DISPENSER LIQUOR LICENSE NO. 2508.

Within thirty (30) days after the Public Hearing, the governing body shall notify the Alcohol and Gaming Division 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 the Alcohol and Gaming Division within thirty (30) days setting forth the reasons for the disapproval. A copy of the Minutes of the Public Hearing shall be submitted to the Alcohol and Gaming Division with the Notice of Disapproval (*Page 1 of the Application, noting disapproval*).

Respectfully,

Tammy M. Sandoval

Tammy M. Sandoval, Hearing Officer
New Mexico Regulation & Licensing Dept.
Alcoholic Beverage Control
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 Floor Plan (requiring no changes)

***Note: Page 2, Premises Location, Ownership & Description* and *Zoning Statement* were not included or required for this *Transfer of Ownership Application* since the premises location has already been established and is not moving.**

RECEIVED
AUG 10 2021
ALCOHOLIC BEVERAGE CONTROL

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: 8.10.21 Receipt No. 2385589

Application Number: 1197304 Local Option District:

TRANSFER OF DISPENSER-TYPE LIQUOR LICENSE APPLICATION

$200.00 Application Fee, non-refundable.

License No. **2508** Type of License:

***Check appropriate boxes*:**

Application is for: ☑ Transfer of Ownership ☐ Transfer of Ownership and Location ☐ Transfer of Location Only

Record Owner of Existing License: **22SkidooCorp**

Current D/B/A Name: **Cowgirl BBQ & Western Grill**

Current Premises Address: **319 S Guadalupe St, Santa Fe, NM 87501**

Current LOD: **Santa Fe** Is License moving out of Local Option District? ☐ Yes ☑ No

APPLICANT IS: ☐ Individual ☑ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

NAME of Individual/Company: **ADDRESS (including city, state, zip)**

22 Skidoo Corp dba Cowgirl BBQ

D/B/A Name to be used: **Cowgirl BBQ** **Business Phone #:** **505-982-2565**

Email Address (required): **info@cowgirlsantafe.com**

Physical location where license is to be used: (Include Street # / Highway # / State Road, City, State, and Zip Code)

319 S Guadalupe St

Santa Fe , NM 87501 **County of:** **Santa Fe**

Mailing Address: **319 S Guadalupe St, Santa Fe, NM 87501**

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

Agent/Contact Person: **Patrick Lambert** **Phone#:** **505-660-7391** **Email:** **chefpat319@gmail.com**

I, (print name) Patrick Lambert, as (title) President
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.

Sign before a Notary Public:

Signature of Applicant: Date: 6/23/21

NOTARY PUBLIC USE ONLY: (State of New Mexico, County of Santa Fe

SUBSCRIBED AND SWORN TO before me this 23 day of June, 2021

By: Patrick J. Lambert Notary Public: Jessica Renee Apodaca

My Commission Expires: 12-05-2021

NOTARY PUBLIC STATE OF NEW MEXICO SEAL

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: City, County, Village

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

Signature and Title of City/County Official:

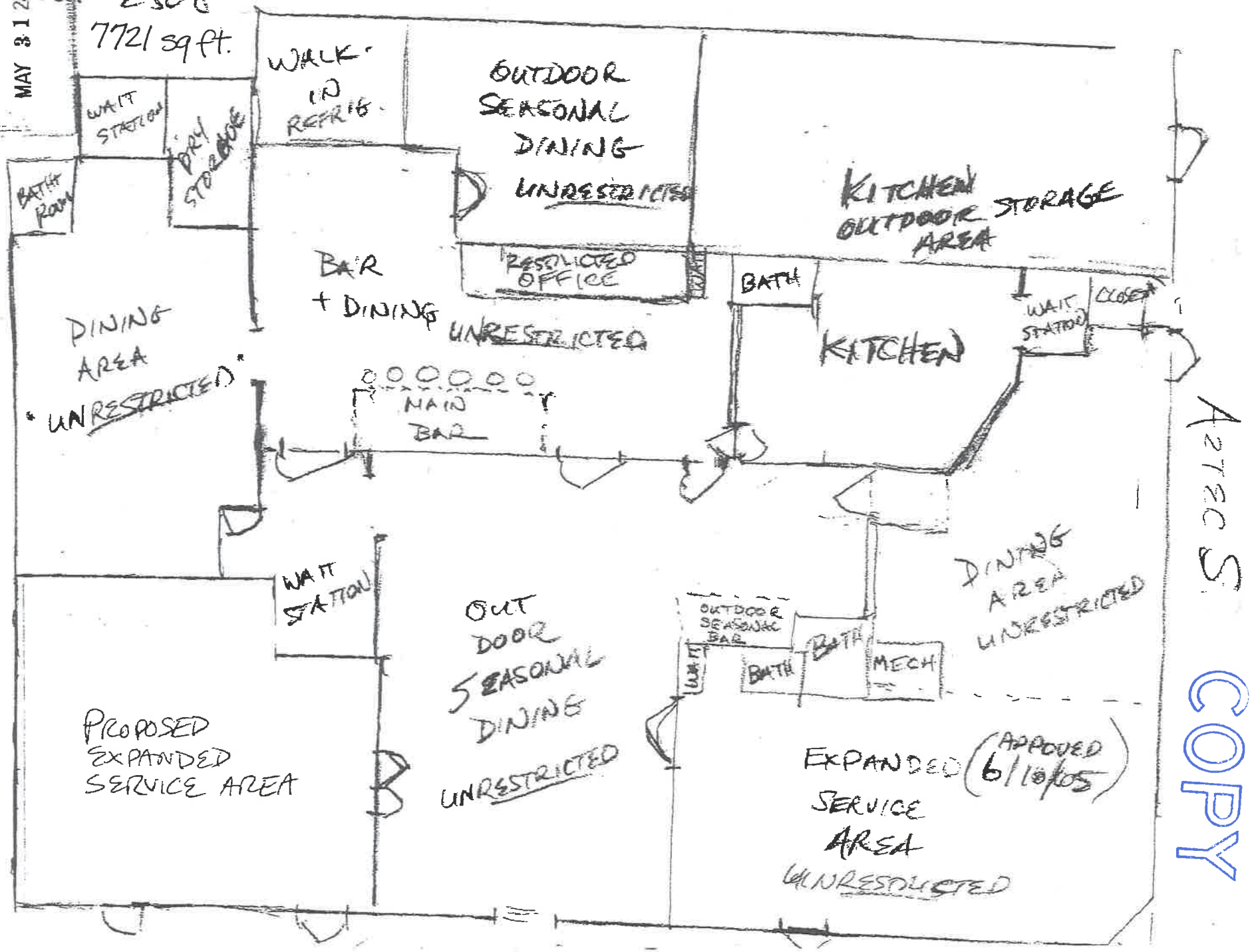
FOR ALCOHOL AND GAMING DIVISION USE ONLY: ☐ Approved ☐ Disapproved

Signed by Director: Date:

COWGIRL, 319 S. GUADALUPE ST.

MAY 31 2007

LIC. # 2508
7721 sq ft.



COPY

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 22 Skidoo Corporation, Inc., for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508, to be located at Cowgirl BBQ, 319 South Guadalupe, 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 #88915

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 22 Skidoo Corporation, Inc., for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508, to be located at Cowgirl BBQ, 319 South Guadalupe, 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.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Oct 22, 29, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, November 22, 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

COWGIRL BBQ
319 S Guadalupe St
Santa Fe NM, 875012613

505-982-2565

Account Number: STCB6

Ad ID: 22476

Ordered By:

Ad Cost: $93.20

Tax Amount: $7.87

Total Amount: $101.07

Amount Due: $0.00

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $101.07

Credit Card - Visa:2486

Tagline: LEGAL #88915 CITY OF SANTA FE NOTICE OF

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 113

Product:

Placement:

Ad Size: 1.22" x 4.58"

Modular Size:

Color:

Run Dates:

10/22/21, 10/29/21

LEGAL #88915

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 22 Skidoo Corporation, Inc., for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508, to be located at Cowgirl BBQ, 319 South Guadalupe, 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.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Oct 22, 29, 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

November 15, 2021

Patrick Lambert
22 Skidoo Corporation, Inc.
319 South Guadalupe
Santa Fe, New Mexico 87501

RE: Request from 22 Skidoo Corporation, Inc. for a Transfer of Ownership of Inter-Local Dispenser Liquor License No. 2508.

Dear Mr. Lambert:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, November 22, 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 December 8, 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: November 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 22 Skidoo Corporation, Inc., for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from 22 Skidoo Corporation, Inc., for a Transfer of Ownership of Inter-Local Dispenser Liquor License No.2508, to be located at Cowgirl BBQ, 319 South Guadalupe.

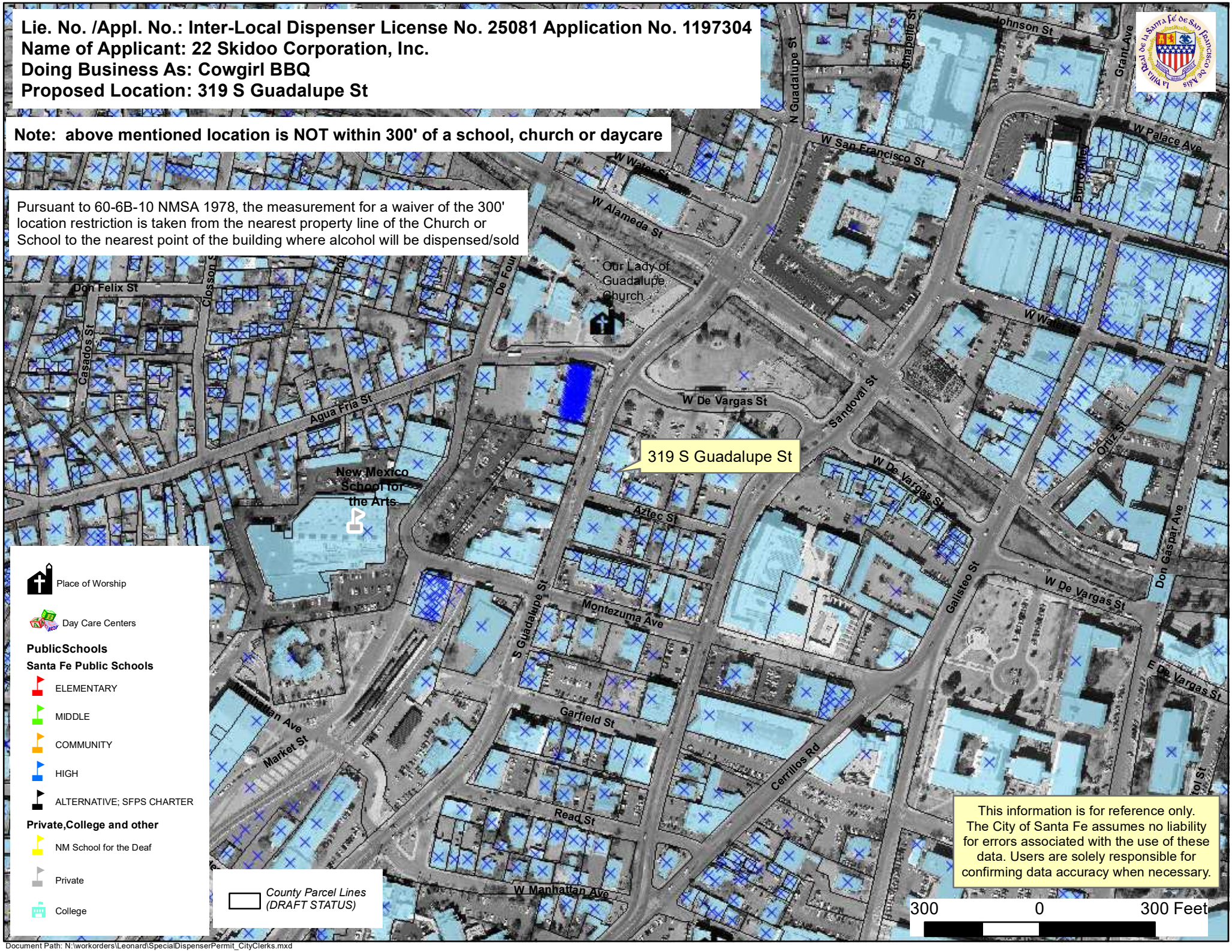
BACKGROUND AND SUMMARY

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

Lie. No. /Appl. No.: Inter-Local Dispenser License No. 25081 Application No. 1197304
Name of Applicant: 22 Skidoo Corporation, Inc.
Doing Business As: Cowgirl BBQ
Proposed Location: 319 S Guadalupe St

Note: above mentioned location is NOT within 300' of a school, church or daycare

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold



Document Path: N:\workorders\Leonard\SpecialDispenserPermit_CityClerks.mxd

Applicant Supplemental Information Form

1. **Name of Applicant:** 22 Shidoo Corp
   D/B/A Name to be used: Cowgirl BBQ
   Proposed License Location: 319 S Guadalupe St
   Telephone number: 505 982-2565
   Email: info@cowgirlsantafe.com

2. **Type of liquor license request:**
   - ☐ New License (indicate type: _____)
   - ☐ Transfer of location (indicate type: _____)
   - ☒ Transfer of ownership (indicate type: Interlocal)
   - ☐ Transfer of ownership and location (indicate type: _____)

3. **Are alcoholic beverages currently being dispensed at the proposed location?**
   - ☒ Yes (If yes, License # and Type: 2508 Interlocal)
   - ☐ No

4. **Were alcoholic beverages previously dispensed by the requesting business?**
   - ☒ Yes (If yes, License # and address where alcohol was being dispensed: 2508 interlocal)
   - ☐ No

5. **Does this business have any record of violation?**
   - ☒ Yes (If yes, please explain: # 39508 released 7/20/12; # 15226 released 1/12/15)
   - ☐ No

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

   Current/Previous Hours of Operation: Su-Th 11:30-8 Fri Sat 11:30-9

   Proposed Hours of Operation: same as above extended in summer

7. **Is an outdoor seating/patio area included in the licenses premise?**
   - ☐ Yes (If yes, is the area fully enclosed? ☒ Yes ☐ No)
   - ☐ No

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

   What days? Fri - Sat - Sun

   What times? 11:30-9

9. **Please indicate the maximum occupancy load for the proposed business location:**

   226

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

1/50 apple.

11. 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: _____).

☒ Business is expected to remain the same.

*Please explain your answer: already serving alcohol.

12. 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.

☒ Traffic will not increase on adjacent streets.

*Please explain your answer: already serving alcohol.

Name of person completing this form: Patrick Lambert

Telephone number: 505 660-7391

Date: 11/15/21

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school.

☒ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s) (Code # and Explanation: _____)

(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason Sena

Title: Supervisor Zoning

Date: 11/18/21

(FOR CITY USE ONLY)

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts. (Please explain: _____.)

☒ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: _____

Title: Public Works Director

Date: 11/18/2021

City of Santa Fe Fire Department

☐ Yes, the requesting business is in compliance with all Fire Codes.

☐ No, the requesting business is not in compliance with Fire Code(s) (Please Explain: _____.)

(Please provide inspection report, if requesting business is not in compliance.)

Verification Completed By: _____

Title: _____

Date: _____

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1204090 (NMRLD/AGD)
Name of Applicant: Pineda, LLC
Doing Business As: La Plancha de Eldorado
Proposed Location: 3470 Zafarano Drive, Suite C, Santa Fe NM 87507

THIS MATTER came before Liquor License Hearing Officer Christopher L. Graeser for public hearing on November 22, 2021 at 4:00 PM by video hearing, on the application of Lone Spur Cafe, 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 B (Beer, Wine & Spirits) Liquor License with Patio Service

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. November 19, 2021 memo from City Clerk Kristine M. Mihelcic
    b. October 1, 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. 1204090
    d. Site plan
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    f. November 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
    g. Vicinity map
    h. City of Santa Fe Liquor License Request Supplemental Information

2. Alexandria Mares, with the City Clerk's office, presented the application.
3. The Applicant was given an 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 October 22, 2021 and October 29, 2021 and on the City's website.
6. The Application is for a new license in an existing business location that does not currently sell liquor.
7. The Applicant is a restaurant that received 60% or more of its revenues from food sales and has a current food service permit.
8. The business is expected to be open from 10AM to 9PM, Tuesday through Sunday.
9. Maximum occupancy is 99 people.
10. Anticipated daily occupancy is 50-80 people, an increase of 30-40 people.
11. Traffic on adjacent streets is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
12. The Applicant does not have a history of violations.
13. The proposed location is not expected to cause a substantial change in litter or noise.
14. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
15. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
16. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
17. 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.

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



11/30/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: November 19, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Pineda, LLC, for a Restaurant B (Beer, Wine & Spirits) Liquor License with Patio Service.

BACKGROUND AND SUMMARY

The applicant has requested 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. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

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

ACTION REQUESTED

Consideration of the above request.

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

October 1, 2021

By Certified Mail No.: 9171 9690 0935 0155 3722 40

9171 9690 0935 0155 3722 40

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

Lic. No. /Appl. No.:	**Application No. 1204090**
Name of Applicant:	Pineda, LLC
Doing Business As:	La Plancha de Eldorado
Proposed Location:	3470 Zafarano Drive, Suite C, 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 B (Beer, Wine & Spirits) Liquor License with patio service.

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 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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

RECEIVED
JUL 23 2021
ALCOHOL & GAMING DIVISION

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

Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: 1-26-21 Receipt No. 2903023
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: 1204090 Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

☐ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☑ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

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

Applicant /Company Name: Pineda, LLC

D/B/A Name: La Plancha de Eldorado

Email: (required) la_plancha_2010@yahoo.com Business Phone No: (505) 466-2060

Mailing Address: 3470 Zafarano Dr. Suite C Santa Fe NM 87507

Physical location, if different: same.
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: Santa Fe

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

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☑ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☑ Yes ☐ No

Is Food Service Permit current? ☑ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu.** ☑ Yes ☐ No

Days and Hours of Operation? tues - Sun 10:00 am - 9:00 pm

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☑ Yes ☐ No

Contact Person: Juan Carlos pineda Phone #: 505-577-9021 Email: la_plancha_2010@yahoo.com

RECEIVED
AUG 06 2021
ALCOHOLIC BEVERAGE CONTROL

Application No. 1204090

You must sign before a Notary Public.

I, (print name) Juan Carlos Pineda, 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.

Signature of Applicant: _____ Date: 8-6-21

Notary Public Use Only: (State of New Mexico, County of Santa Fe)

SUBSCRIBED AND SWORN TO before me this 6th day of August, 2021

By Affiant: Juan C. Pineda

Notary Public: _____

My Commission Expires on: December 22, 2021

SEAL
Official Seal
BRISSA GOMEZ
Notary Public
State of New Mexico
My Comm. Expires 12/22/21

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ **EXPIRES ON:** _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

COPY

Premises Location, Ownership, and Description | NMSA §60-6B-10 | **Page 2**

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

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

☐Other (provide details): _____

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

A. Owner(s): _____

B. Date and Term of Lease: 6/1/21 - 6/1/26

3. Premises location is Zoned (example C-1, see Zoning Statement): _____

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

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

Name of Church: The Grove Church Miles/feet: 0.1 miles = 528 ft

Address/location of Church: 3474 Zafarano 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: Academy At Larragoite Miles/feet: 0.4 miles

Address/location of School: 2504 Camino Entrada 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, *check one*:

☒Kirtland Air Force Base (Albuquerque), ☐White Sands Missile Range (Las Cruces),

☐Holloman Air Force Base (Alamogordo), ☐Cannon Air Force Base (Clovis)

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

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

☐ Small Brewer ☐Craft Distiller ☐Winery ☐Wholesaler

☐ Other (specify): _____

RECEIVED

JUL 23 2021

ALCOHOLIC BEVERAGE CONTROL DIVISION

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

August 23, 2021

New Mexico Regulation and Licensing Department
Alcoholic Beverage Control Division
P.O. Box 25101
Santa Fe, NM 87504

RE: Zoning Verification for 3470 Zafarano Drive, Santa Fe, NM

To Whom It May Concern,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned C-2PUD General Commercial District, Planned Unit Development and is not in any overlay district.

14-4.3 (B) C-2 General Commercial District
The C-2 general commercial district includes areas along streets carrying large volumes of traffic where commercial uses are appropriate. Regulations are designed to guide future additions or changes so as to discourage extension of existing and formation of future strip commercial development, to preserve the carrying capacity of the streets and to provide for off-street parking and loading.

Full service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the C-2 zone.

* Special use permit required if located within 200 feet of residentially zoned property unless a *qualifying project* located within the Midtown LINC Overlay District; otherwise permitted. (Ord. No. 2013-16 § 29; Ord. No. 2016-39 § 3)

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.

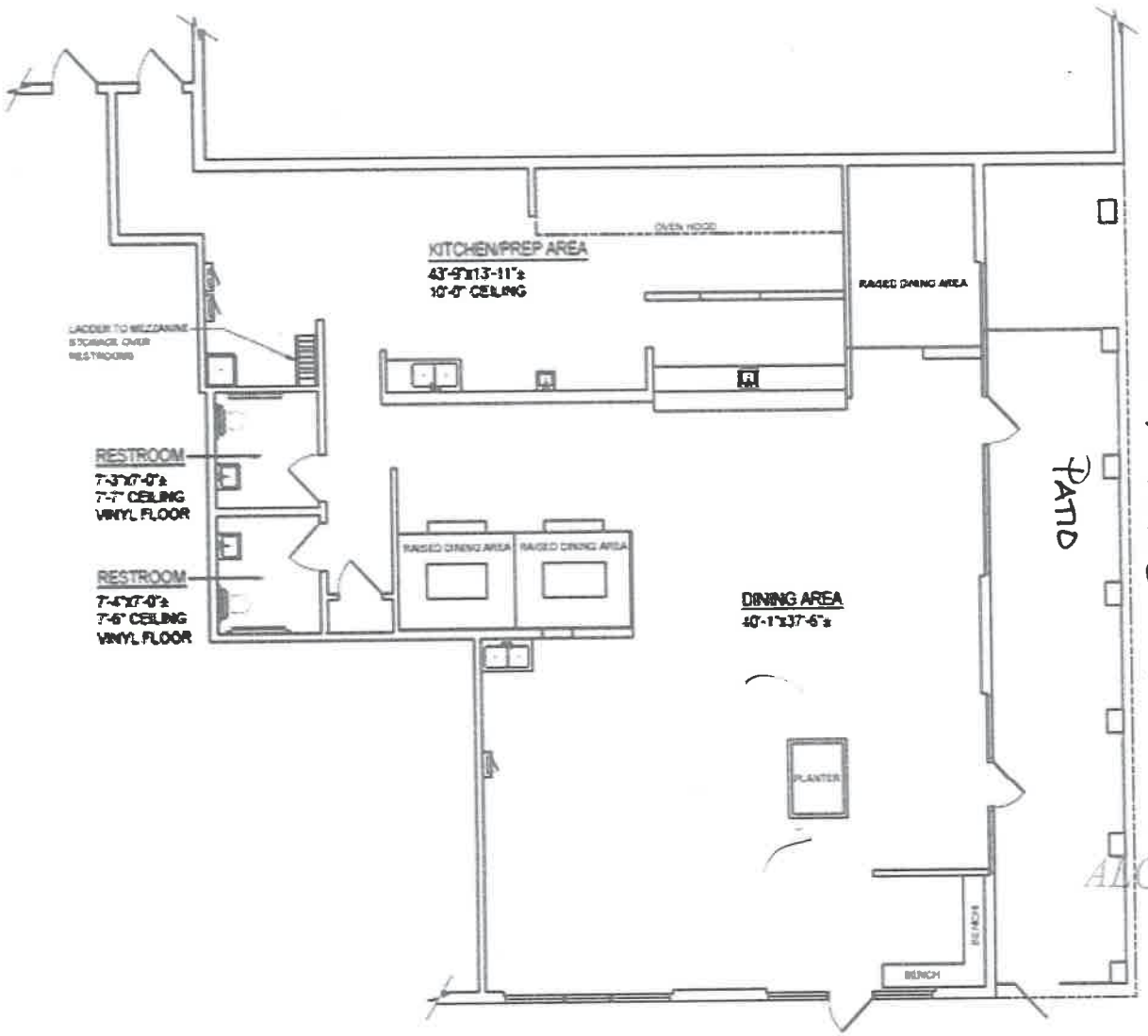
If you have any further questions, please contact me at ljmcculley@santafenm.gov.

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

EXHIBIT A

Location of Premises

COPY



NOTES

1. ALL CALCULATIONS INDICATE "GROSS RETAIL" AREA AS PER "BOMA" STANDARDS.
2. ALL FIXTURES INDICATED ARE BUILT-IN.
3. ALL FLOORS ARE CONCRETE UNLESS OTHERWISE INDICATED.
4. ALL CEILING HEIGHTS ARE 11'-8" UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS TO BE FIELD VERIFIED PRIOR TO ANY CONSTRUCTION.

AREA CALCULATIONS:

SUITE AREA	2454.43 SQ. FT.
COVERED PATIO	405.85 SQ. FT.

2,860.28 total sq. ft.

RECEIVED
JUL 23 2021
ALCOHOLIC BEVERAGE CONTROL

PROJECT: 3470 ZAFARANO DR. SANTA FE, NM SUITE C

DESCRIPTION: AS-BUILT DRAWING

CLIENT: COLUMBUS CAPITAL

SHEET 01 OF 01

ORIENTATION	MEASURED BY	PM
	DESIGNED BY	N.A.
	DRAFTED BY	PM
	CHECKED BY	M.C.
	REVISED	

SCALE: 1/8" = 1'-0" DATE: 03/04/21

RECEIVED 210227

505-899-7199

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 #88917

CITY OF SANTA FE

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Kristine M. Mihelcic
City Clerk and Community Engagement Director

PUB.: Oct. 21, 28, 2021

AL #88917

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

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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.

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Kristine M. Mihelcic
City Clerk and Community Engagement Director

PUB.: Oct. 21, 28, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, November 22, 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

LA PLANCHA DE ELDORADO
3470 Zafarano Dr Ste C
Santa Fe NM, 875072661

505-466-2060

Account Number: STLPDE

Ad ID: 22497

Ordered By:

Ad Cost: $93.20

Tax Amount: $7.87

Total Amount: $101.07

Amount Due: $101.07

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL #88917 CITY OF SANTA FE NOTICE OF

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 116

Product:

Placement:

Ad Size: 1.22" x 4.58"

Modular Size:

Color:

Run Dates:

10/22/21, 10/29/21

LEGAL #88917

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

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Kristine M. Mihelcic
City Clerk and Community Engagement Director

PUB.: Oct. 22, 29, 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

November 15, 2021

Juan Carlos Pineda
Pineda, LLC
3470 Zafarano Drive, Suite C
Santa Fe, New Mexico 87507

RE: Request from Pineda, LLC for a Restaurant B (Beer, Wine & Spirits) Liquor License with Patio Service.

Dear Mr. Pineda:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, November 22, 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 December 8, 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: November 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 Pineda, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, 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.

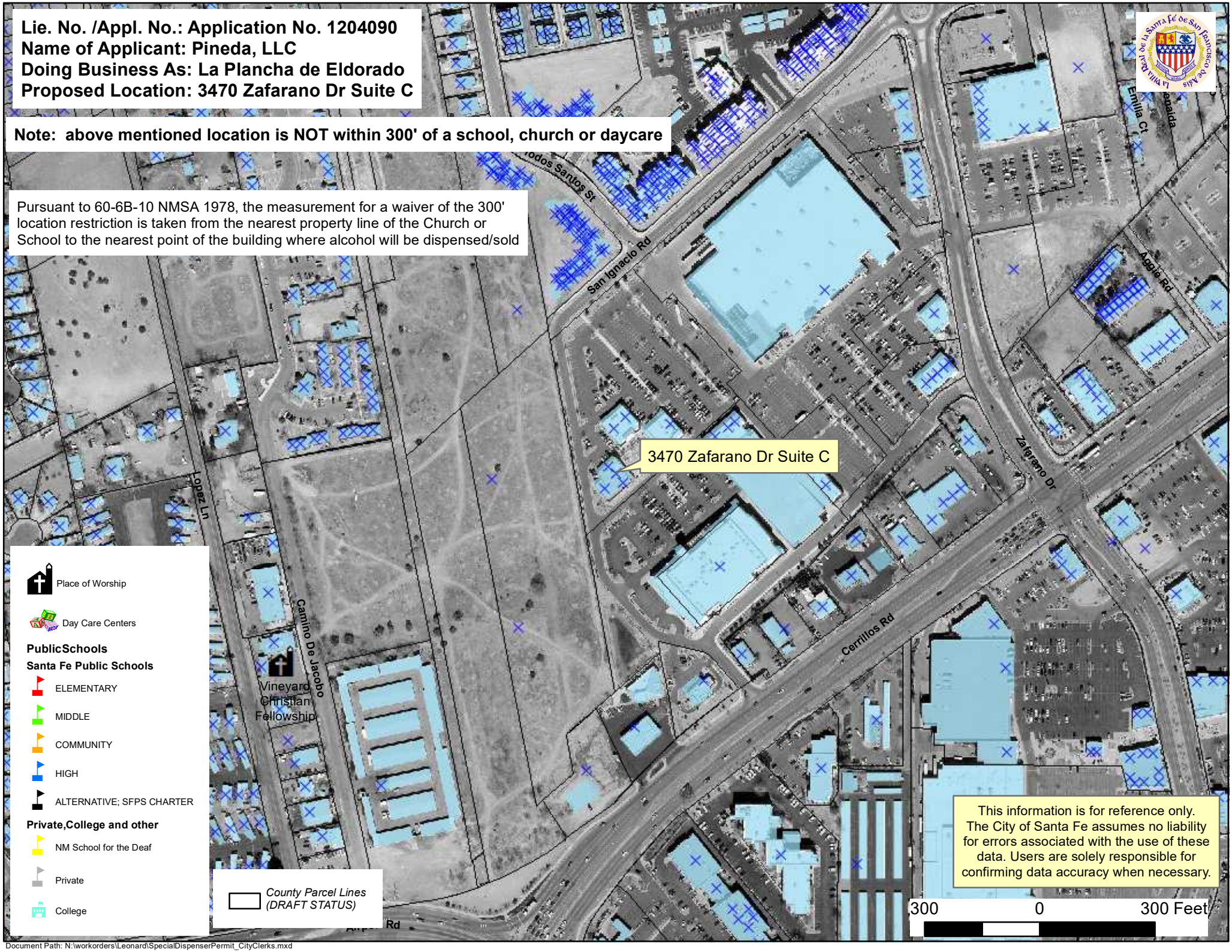
BACKGROUND AND SUMMARY

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

Lie. No. /Appl. No.: Application No. 1204090
Name of Applicant: Pineda, LLC
Doing Business As: La Plancha de Eldorado
Proposed Location: 3470 Zafarano Dr Suite C

Note: above mentioned location is NOT within 300' of a school, church or daycare

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold



This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.

Document Path: N:\workorders\Leonard\SpecialDispenserPermit_CityClerks.mxd

Applicant Supplemental Information Form

1. **Name of Applicant:** Juan Carlos Pineda

   D/B/A Name to be used: La Plancha de Eldorado

   Proposed License Location: 3470 Zafarano Drive Suite C Santa Fe NM

   Telephone number: 505 466 2060

   Email: la_plancha_2010@yahoo.com

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

   ☒ New License (indicate type: beer, wine and any spirit)

   ☐ Transfer of location (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: _____)

   ☒ No

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

   ☒ Yes (If yes, License # and address where alcohol was being dispensed: 7 Caliente Road Santa Fe NM 87508. # 30906)

   ☐ No

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

   ☐ Yes (If yes, please explain: _____ .)

   ☒ No

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

   Current/Previous Hours of Operation: Mon-Sat 10am -9pm

   Proposed Hours of Operation: Tues-Sun 10am-9pm

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

   ☒ Yes (If yes, is the area fully enclosed? ☒ Yes ☐ No)

   ☐ No

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

   What days? _____.

   What times? _____.

9. **Please indicate the maximum occupancy load for the proposed business location:**

   99 max.

10. **Please indicate the anticipated daily occupant load due to the sale of liquor at this location:**
50/80.

11. **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: 30/40).

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

☐ Business is expected to remain the same.

*Please explain your answer: Business had been slow do to no alcohol at location.

12. **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.

☒ Traffic will not increase on adjacent streets.

*Please explain your answer: The shopping center has LOTS of parking space .

Name of person completing this form: Juan Carlos Pineda
Telephone number: 505 577 9021
Date: 11/17/2021

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school.

☒ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Code Enforcement Department

☒ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s) (Code # and Explanation: _____)

(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason Sena
Title: Supervisor-Zoning
Date: 11/18/21

(FOR CITY USE ONLY)

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts. (Please explain: _____.)

☒ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: _____

Title: Public Works Director

Date: 11/18/2021

City of Santa Fe Fire Department

☐ Yes, the requesting business is in compliance with all Fire Codes.

☐ No, the requesting business is not in compliance with Fire Code(s) (Please Explain: _____.)

(Please provide inspection report, if requesting business is not in compliance.)

Verification Completed By: _____

Title: _____

Date: _____

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1200996 (NMRLD/AGD)
Name of Applicant: Lone Spur Cafe, LLC
Doing Business As: Lone Spur Cafe
Proposed Location: 50 E. San Francisco Street Santa Fe NM 87501

THIS MATTER came before Liquor License Hearing Officer Christopher L. Graeser for public hearing on November 22, 2021 at 4:00 PM by video hearing, on the application of Lone Spur Cafe, 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 beer and wine liquor license with on premises consumption only.

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. November 19, 2021 memo from City Clerk Kristine M. Mihelcic
    b. October 1, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez 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. 1200996
    d. Site plan
    e. Notices of Public Hearing (*Santa Fe New Mexican*, City of Santa Fe website, letter to Applicant from City Clerk)
    f. November 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
    g. Vicinity map
    h. City of Santa Fe Liquor License Request Supplemental Information

2. Alexandria Mares, with the City Clerk's office, presented the application.
3. The Applicant was given an 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 October 22, 2021 and October 29, 2021 and on the City's website.
6. The Application is for a new license for an new business in a location that does not currently sell liquor.
7. The business is expected to be open from 6:30AM to 2:30PM, Monday through Saturday, and 5:00PM to 9:00PM Friday and Saturday. Peak times are expected to be 6:30AM-2:30PM Friday-Sunday and 5:00PM to 9:00 PM Friday-Saturday.
8. Maximum occupancy is 155 people.
9. Anticipated daily occupancy is 75 people, and business volume is expected to stay the same.
10. Traffic on adjacent streets is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
11. The Applicant does not have a history of violations.
12. The proposed location is not expected to cause a substantial change in litter or noise.
13. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
14. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
15. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
16. 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.

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



11/30/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: November 19, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Lone Spur Café Santa Fe, LLC, for a Restaurant Beer and Wine Liquor License with On-Premises Consumption Only.

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant Beer and Wine Liquor License with On-Premises Consumption Only to be located at Lone Spur Café, 50 East San Francisco Street, Santa Fe. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

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

ACTION REQUESTED

Consideration of the above request.

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

October 1, 2021

Certified Mail No.: 9171 9690 0935 0155 3720 28

City of Santa Fe
Kristine Bustos-Mihelcic, City Clerk
and Director of Community Engagement
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.: **Application No. 1200996**
Name of Applicant: Lone Spur Café Fe, LLC
Doing Business As: Lone Spur Cafe
Proposed Location: 50 E. San Francisco Street, Santa Fe, New Mexico 87505

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 LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY

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,

C. Martinez

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@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: 6-25-21 Receipt No. 2397130
JUN 24 2021
License Fee $ _____ Received on: _____ Receipt No. _____
Application # 1200996 Local Option District: _____

ALCOHOLIC BEVERAGE CONTROL

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**

Lone Spur Cafe Santa Fe, LLC (attn: Cory Farley)
50 E. San Francisco St, Santa Fe, NM 87501

D/B/A Name to be used: Lone Spur Cafe **Business Phone #:** 602-750-9550

Email Address (required): cory@lonespurcafe.com

Physical location where license is to be used: (Include street number / highway number / state road, city and county, state, and zip code)
Lone Spur Cafe Santa Fe
50 E. San Francisco St, Santa Fe, NM 87501

Mailing Address: 141 S. McCormick St, Suite 113, Prescott, AZ 86303

Agent/Contact Person: Kendall Farley **Phone#:** (623) 256-0729 **Email:** kendall@lonespurcafe.com

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

I, (print name) Cory D. Farley, as (title) CEO
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: C.D. Farley Date: 6/21/21

NOTARY PUBLIC USE ONLY: (State of Arizona, County of Yavapai)
SUBSCRIBED AND SWORN TO before me this 21 day of June
By: Cory Farley Notary Public:
My Commission Expires: 9/19/23

Andre DeFreitas
Notary Public
Yavapai County, Arizona
My Comm. Expires 09-19-23
Commission No. 573228

FOR LOCAL OPTION DISTRICT USE ONLY: Local Governing Body of: _____
City, County, Village

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: _____

AGD Stamp

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): Amini Brothers, LLC

B. Date and Term of Lease: 6/1/2021 - 8/31/2026

3. Premises location is Zoned (*example C-1, see Zoning Statement*): _____

☐ **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: CATHEDRAL Basilica of St Francis of Assisi Miles/feet: .25 mile

Address/location of Church: 131 Cathedral Pl, Santa Fe, NM 87501

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

Name of School [redacted] Santa Fe School of Cooking Miles/feet .3 miles

Address/location of School: 125 N. Guadalupe St, Santa Fe, NM 87501

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: _____

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.

LIQUOR LICENSE WAS HELD BY PREVIOUS RESTAURANT.

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

RECEIVED
AUG 20 2021
ALCOHOLIC BEVERAGE CONTROL

August 19, 2021

New Mexico Regulation and Licensing Department
Alcoholic Beverage Control Division
P.O. Box 25101
Santa Fe, NM 87504

RE: Zoning Verification for 50 East San Francisco Street, Santa Fe, NM

To Whom It May Concern,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Plaza/San Francisco Sub-district and lies within the Native Americans Arts or Crafts and the Downtown and Eastside Historic Overlay Districts.

14-4.3 (E) BCD Business-Capitol District

(1) Purpose
In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

(3) Townscape Subdistricts
(a) The existing townscape subdistricts include: Alameda Street, Barrio de Analco, Cerrillos Road, Don Gaspar, East Marcy/East Palace, Loretto, Marcy, McKenzie Street, Old Santa Fe Trail, Plaza/San Francisco, Rosario Boulevard/NW Paseo de Peralta, Sandoval/Montezuma, State Capitol and Westside.
(b) The townscape subdistricts are intended to:
(i) preserve the overall aesthetic quality of the BCD;
(ii) maintain diversity among the various subdistricts; and
(iii) protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.
(c) Property is eligible for rezoning to a townscape sub istrict if the land is located within or adjacent to the BCD and meets all other requirements of Chapter 14.

14-7.4 - BUSINESS-CAPITOL DISTRICT

(1) Standards for Entire District
(B) Additional Regulations
(c) Drive-in or Drive-through Facilities
Drive-in or drive-through facilities are permitted as principal or accessory uses and structures in the Rosario Boulevard/Northwest Paseo de Peralta, Sandoval/Montezuma and Cerrillos Road Subdistricts, where traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

(3) Design Objectives for Individual Townscape Subdistricts
The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:

(j) Plaza/San Francisco Subdistrict:

(i) maintain narrow streets and continuous street façades ;
(ii) encourage additional portals for pedestrian use and provide continuity of building mass;
(iii) limit building height to heights characteristic of existing buildings ;
(iv) encourage high walls to separate open or vacant areas from the public right of way and provide continuity of street façade ;
(v) except for Plaza and Cathedral areas, confine landscaping to interior patios or walled courtyards; and
(vi) emphasize verticality of façades on San Francisco Street.

Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.

Full service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption are permitted uses in the BCD district.

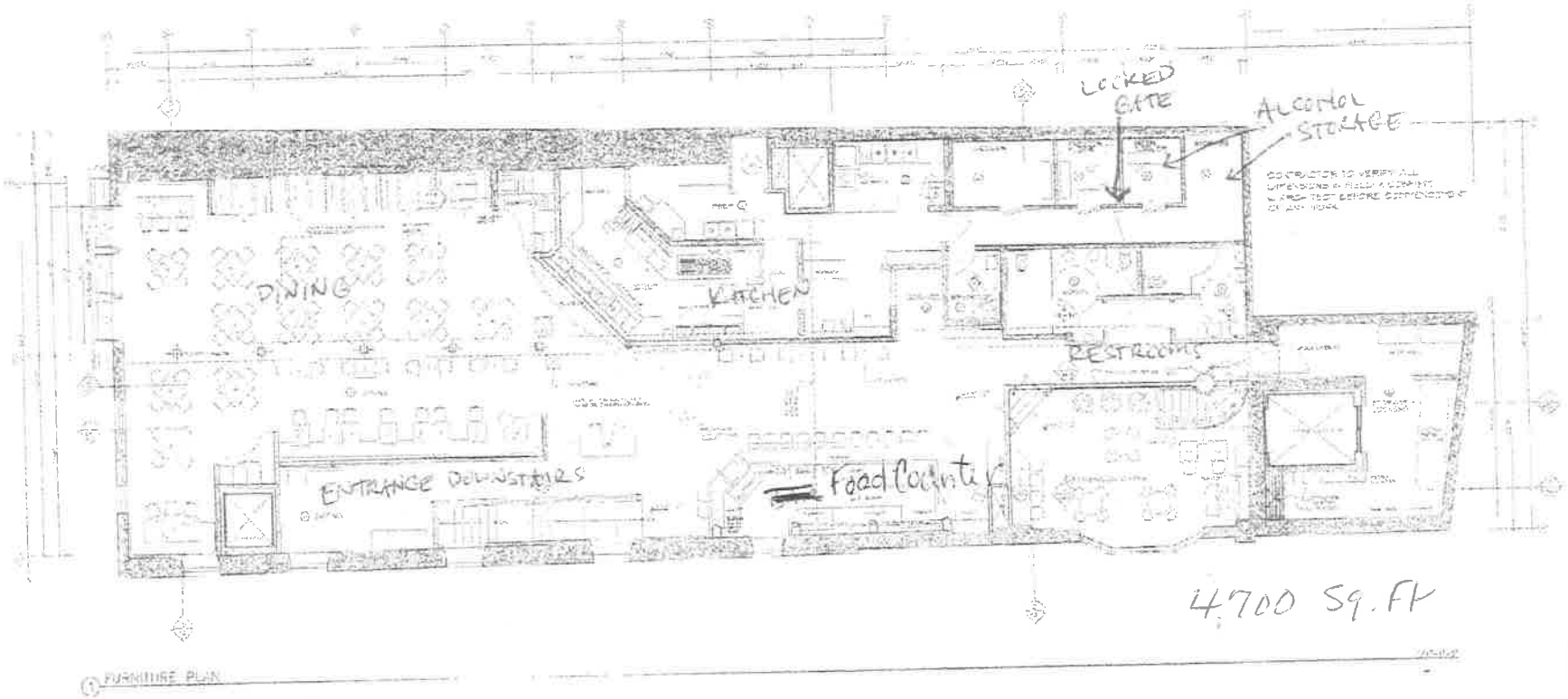
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. All uses are subject to compliance with applicable development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

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

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

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

LONE SPUR CAFE SANTA FE LLC



1 FURNITURE PLAN



2 OFFICE LEVEL

SAN FRANCISCO ST. BAR & GRILL

FURNITURE PLAN

A-1.2

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 Lone Spur Café Santa Fe, LLC, for a Restaurant Beer and Wine Liquor License with on Premises Consumption Only, to be located at Lone Spur Café, 50 East San Francisco 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 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 #88919

CITY OF SANTA FE

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Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Oct, 22, 29, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, November 22, 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

LONE SPUR CAFE
50 E San Francisco St
Santa Fe NM, 875012108

928-277-0786

Account Number: STLSC

Ad ID: 22522

Ordered By:

Ad Cost: $93.20

Tax Amount: $7.87

Total Amount: $101.07

Amount Due: $101.07

PO Number:

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL #88919 CITY OF SANTA FE NOTICE OF

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 119

Product:

Placement:

Ad Size: 1.22" x 4.58"

Modular Size:

Color:

Run Dates:

10/22/21, 10/29/21

LEGAL #88919

CITY OF SANTA FE

NOTICE OF PUBLIC HEARING

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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 www.santafenm.gov/weekly_meeting_list__agendas.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Oct, 22, 29, 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

November 15, 2021

Kendall Farley
Lone Spur Café Santa Fe, LLC
50 East San Francisco Street
Santa Fe, New Mexico 87505

RE: Request from Lone Spur Café Santa Fe, LLC for a Restaurant Beer and Wine Liquor License with On-Premises Consumption Only.

Dear Ms. Farley:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, November 22, 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 December 8, 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: November 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 Lone Spur Cafe Santa Fe, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from Lone Spur Cafe Santa Fe, LLC, for a Restaurant Beer and Wine Liquor License with on-Premises Consumption Only, to be located at Lone Spur Cafe, 50 East San Francisco Street.

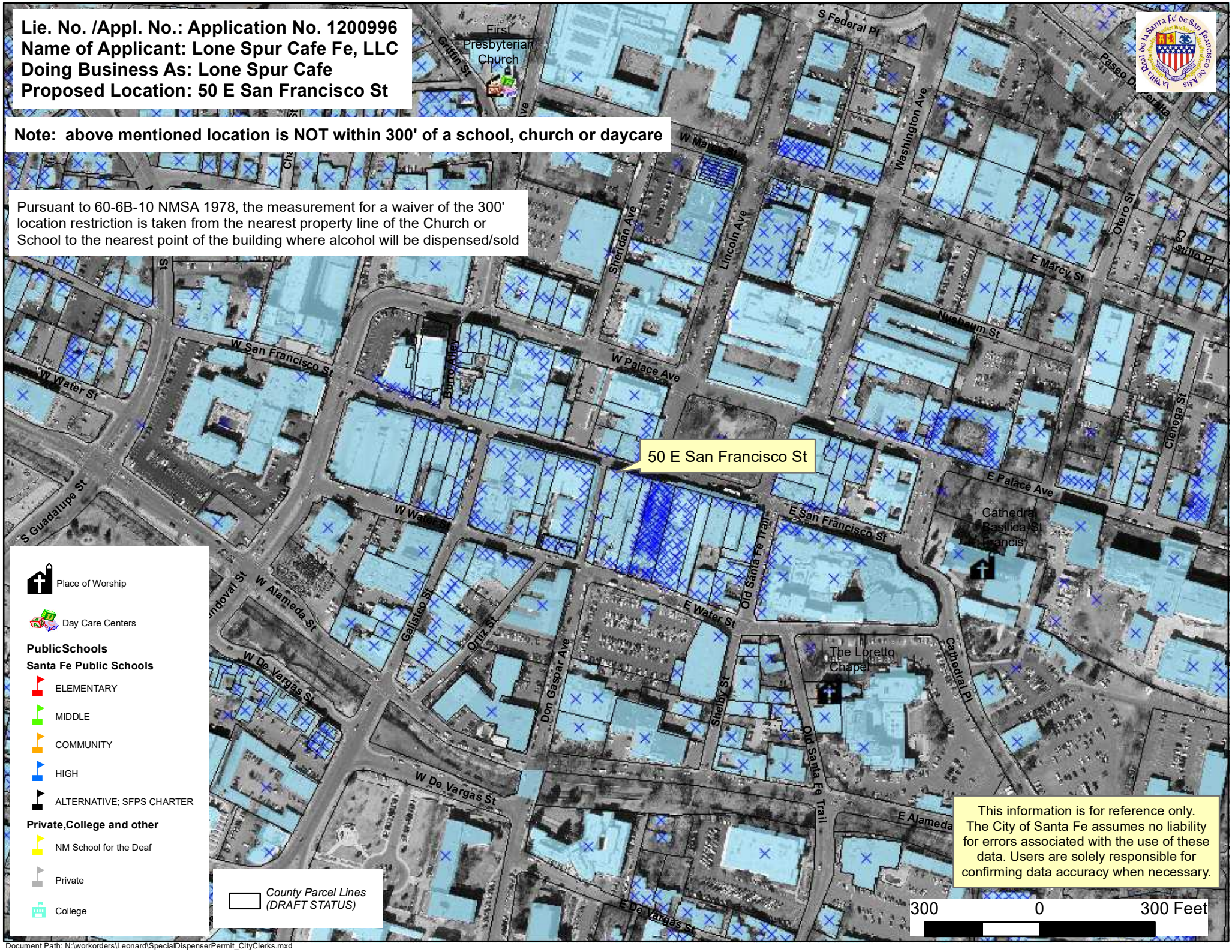
BACKGROUND AND SUMMARY

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

Lie. No. /Appl. No.: Application No. 1200996
Name of Applicant: Lone Spur Cafe Fe, LLC
Doing Business As: Lone Spur Cafe
Proposed Location: 50 E San Francisco St

Note: above mentioned location is NOT within 300' of a school, church or daycare

Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold



Document Path: N:\workorders\Leonard\SpecialDispenserPermit_CityClerks.mxd

Applicant Supplemental Information Form

1. **Name of Applicant:** Lone Spur Cafe Santa Fe, LLC
   D/B/A Name to be used: Lone Spur Cafe Santa Fe
   Proposed License Location: 50 E. San Francisco St, Santa Fe, NM 87501
   Telephone number: 602-750-9550
   Email: corey@lonespurcafe.com

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

   ☒ New License (indicate type: liquor)

   ☐ Transfer of location (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: _____)

   ☒ No

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

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

   ☒ No

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

   ☐ Yes (If yes, please explain: _____.)

   ☒ No

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

   Current/Previous Hours of Operation: M-S 6:30AM-2:30pm / Fri-Sat 5:00-9:00 PM

   Proposed Hours of Operation: M-S 6:30-2:30pm & Fri+Sat 5:00-9:00pm

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

   ☐ Yes (If yes, is the area fully enclosed? ☐ Yes ☒ No)

   ☒ No

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

   What days? Fri, Sat + Sunday.

   What times? Fri/Sat 6:30-2:30 & 5:00-9:00pm / Sun 6:30-2:30pm

9. **Please indicate the maximum occupancy load for the proposed business location:**

   155.

10. **Please indicate the anticipated daily occupant load due to the sale of liquor at this location:**
75 (ESTIMATE).

11. **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: _____).

☒ Business is expected to remain the same.

*Please explain your answer: _____

_____.

12. **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.

☒ Traffic will not increase on adjacent streets.

*Please explain your answer: _____

_____.

Name of person completing this form: Kathleen Barnes
Telephone number: 408-655-0251
Date: 11/17/2021

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school.

☒ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Code Enforcement Department

☒ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s) (Code # and Explanation: _____

_____.)

(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason Sena
Title: Supervisor Zoning
Date: 11/18/21

(FOR CITY USE ONLY)

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts. (Please explain: _____.)

☒ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: _____

Title: Public Works Director

Date: 11/18/2021

City of Santa Fe Fire Department

☐ Yes, the requesting business is in compliance with all Fire Codes.

☐ No, the requesting business is not in compliance with Fire Code(s) (Please Explain: _____.)

(Please provide inspection report, if requesting business is not in compliance.)

Verification Completed By: _____

Title: _____

Date: _____

CITY OF SANTA FE
LIQUOR LICENSE HEARING OFFICER

Recommended
Findings of Fact and Conclusions of Law

Application No.: 1207334 (NMRLD/AGD)
Name of Applicant: Plaza Restaurant, LLC
Doing Business As: Plaza Restaurant Downtown
Proposed Location: 54 Lincoln Avenue, Santa Fe NM 87501

THIS MATTER came before Liquor License Hearing Officer Christopher L. Graeser for public hearing on November 22, 2021 at 4:00 PM by video hearing, on the application of Plaza Restaurant, 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 B liquor license (beer, wine and spirits) with on premise consumption only.

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. November 19, 2021 memo from City Clerk Kristine M. Mihelcic
    b. October 20, 2021 letter from New Mexico Regulation and Licensing Department, Alcohol and Gaming Division (NMRLD/AGD) Hearing Officer Charmaine Martinez 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. 1207334
    d. June 22, 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. November 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. City of Santa Fe Liquor License Request Supplemental Information

2. Alexandria Mares, with the City Clerk's office, presented the application.
3. A representative of the Applicant did not appear for the hearing.
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 October 22, 2021 and October 29, 2021 and on the City's website.
6. The Application is for a new license for an existing business in a location that does currently sell liquor, necessitated by the change of ownership.
7. The Applicant is a restaurant, with food service accounting for 60% or more of revenues. The food service permit is current.
8. The business is expected to be open from 7AM to 11PM, Friday through Sunday. Peak times are expected to be 11AM-2PM and 5:30PM to 7:30PM.
9. Maximum occupancy is 99 people.
10. Anticipated daily occupancy is 99 people, and business volume is expected to stay the same.
11. Traffic on adjacent streets is not expected to increase, and the Public Works Director has found that it does not appear that approval will create unacceptable traffic impacts.
12. The Applicant does not have a history of violations.
13. The proposed location is not expected to cause a substantial change in litter or noise.
14. The proposed location is not within an area where sale of alcoholic beverages is prohibited by the laws of New Mexico.
15. Issuance or transfer will not be in violation of a zoning or other ordinance of the governing body.
16. Issuance or transfer will not be detrimental to the public health, safety or morals of the residents of the local option district.
17. 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.

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



11/30/2021

_____ Date: _____

Christopher L. Graeser

City of Santa Fe, New Mexico

memo

DATE: November 19, 2021

TO: Chris Graeser, Liquor Hearing Officer

FROM: Kristine M. Mihelcic, City Clerk

ITEM & ISSUE

Request from Plaza Restaurant, LLC, for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only (Reason for this Application is the Ownership has Changed).

BACKGROUND AND SUMMARY

The applicant has requested a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, Santa Fe. This location is not within 300 feet of a church or school.

Attached are staff reports regarding litter and noise. Staff does not anticipate a substantial change in litter and noise or any unacceptable traffic impacts due to the approval of this request.

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

ACTION REQUESTED

Consideration of the above request.

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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

October 20, 2021

Certified Mail No.: 9171 9690 0935 0155 3720 11

City of Santa Fe
Attn: Yolanda Vigil, Clerk
PO Box 909
Santa Fe, NM 87504-0909

Lic. No. /Appl. No.:	**Application No. 1207334**
Name of Applicant:	Plaza Restaurant, LLC
Doing Business As:	Plaza Restaurant Downtown
Proposed Location:	54 Lincoln avenue, Santa Fe, New Mexico 87501

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

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

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

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

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

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

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

ABC has no preference in the option you choose.

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

THE APPLICANT IS SEEKING A RESTAURANT B, BEER, WINE AND SPIRITS LIQUOR LICENSE WITH ON PREMISES CONSUMPTION ONLY (REASON FOR THIS APPLICATION IS THE OWNERSHIP HAS CHANGED)

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,

C. Martinez

Charmaine Martinez
Admin Law Judge | Hearing Officer
NM Regulation & Licensing Department
Alcoholic Beverage Control Division
Phone: (505) 476-4804 Fax: (505) 476-4595
Email: Charmaine.Martinez2@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

NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

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

Restaurant Liquor License Application | $200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee $200.00 Received on: 8-25-21 Receipt No. 2409022
License Fee $ _____ Received on: _____ Receipt No. _____

Application Number: 1207334 Local Option District: _____

TYPE of APPLICATION: *Check appropriate box*

☐ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: $1,050.00
☑ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: $10,000.00

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

Applicant /Company Name: **Plaza Restaurant, LLC**

D/B/A Name: **Plaza Restaurant Downtown**

Email: (required) **leorazatos@gmail.com** Business Phone No: **505-982-1664**

Mailing Address: 54 Lincoln Ave., Santa Fe NM 87501

Physical location, if different: **Same**
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: **Santa Fe**

Are alcoholic beverages currently being dispensed at the proposed location? ☑ Yes ☐ No If Yes, License # / Type: 3801 **3801R**

As defined in §60-3A-3. V. "Restaurant", *means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;*
I qualify as a "Restaurant"? ☑ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☑ Yes ☐ No

Is Food Service Permit current? ☑ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu**. ☑ Yes ☐ No

Days and Hours of Operation? **7:00 am to 11:00 pm**

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☑ Yes ☐ No

Contact Person: **Andrew Razatos** Phone #: 505-982-1664 Email: **plazacafe54@gmail.com**

RECEIVED
AUG 25 2021
ALCOHOLIC BEVERAGE CONTROL

Application No._____

You must sign before a Notary Public.

I, (print name) **Andrew Razatos**, as (Title) **Resident Manager**
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.

Signature of Applicant: X _____ Date: 08-16-2021

Notary Public Use Only: (State of **New Mexico**, County of **Santa Fe**)

SUBSCRIBED AND SWORN TO before me this 16TH day of AUGUST, 2021

By Affiant: X _____ SEAL

Notary Public: _____

My Commission Expires on: 9/26/2022

RECEIVED
AUG 25 2021
ALCOHOLIC BEVERAGE CONTROL

Local Option District Use Only:

Local Governing Body of _____ City, County, Town, Village

Public Hearing held on _____ 20____ Decision: ☐Approved ☐Disapproved

Signature of Official: _____ Title: _____

ABC USE ONLY:

☐APPROVED ☐DISAPPROVED, _____

Done this _____ Day of _____, 20____.

SIGNED BY DIRECTOR: _____

ASSIGNED LICENSE NO. _____ **EXPIRES ON:** _____

Reviewed, with copy sent to Licensee via ☐Email, ☐Fax, ☐1st class mail

By: _____ Date: _____

Premises Location, Ownership, and Description | NMSA §60-6B-10 | **Page 2**

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

☐ Owned by Applicant, copy of deed/document attached

☑ Leased by Applicant, copy of lease/document attached

☐ Other (provide details): _____

RECEIVED
AUG 25 2021
ALCOHOLIC BEVERAGE CONTROL

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

A. Owner(s): **The Batts Building, LLC**

B. Date and Term of Lease: **See Blatts Building, LLC letter of June 19, 2020**

3. Premises location is Zoned (example C-1, see Zoning Statement): **BCD**

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

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

Name of Church: **St. Francis Bascillica** Miles/feet: **.2 mi**

Address/location of Church: **131 Cathedral Pl. Santa Fe, NM 87501**

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

Name of School: **Carlos Gilbert Elementary School** Miles/feet: **.3 mi**

Address/location of School: **300 Griffin St., Santa Fe, NM 87501**

6. 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.

7. Type of Operation: ☐ Hotel ☐ Lounge ☐ Package Grocery ☐ Racetrack

☑ Restaurant ☐ Craft Distiller ☐ Small Brewer ☐ Winery ☐ Wholesaler

☐ Other (specify): _____

***NOTE**: If the distance is beyond 300 feet, but less than 400 feet, and the Applicant does not admit that the location is within 300 feet and requests a waiver from the LOD, a Registered Engineer or Licensed Surveyor must complete a Survey Certificate showing the exact distance.

June 22, 2021

Leonardo Razatos
Plaza Cafe
Executive Manager
54 Lincoln Avenue
Santa Fe, New Mexico

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

RE: Zoning Verification for 54 Lincoln Avenue, Santa Fe, NM

Dear Mr. Razatos,

This letter provides zoning verification on the above referenced property. According to the Official Zoning Map, this property is zoned BCD Business-Capitol District and is within the Plaza Sub-district and lies within the Native Americans Arts and Crafts and the Downtown & Eastside Historic Overlay Districts.

AUG 25 2021

14-4.3 (E) BCD Business-Capitol District

(1) Purpose

In recognition of the fact that the economic health of the city depends on the economic viability of the BCD, the purpose of the BCD is to provide for a mixture of land uses, including residential uses, designed to promote the district's economic wellbeing while preserving the unique architecture, townscape and aesthetics that foster a strong tourist industry and sustain the quality of life, sense of community and historical identity in the district and the city.

(3) Townscape Subdistricts

(a) The existing townscape subdistricts include: Alameda Street, Barrio de Analco, Cerrillos Road, Don Gaspar, East Marcy/East Palace, Loretto, Marcy, McKenzie Street, Old Santa Fe Trail, Plaza/San Francisco, Rosario Boulevard/NW Paseo de Peralta, Sandoval/Montezuma, State Capitol and Westside.

(b) The townscape subdistricts are intended to:

(i) preserve the overall aesthetic quality of the BCD;

(ii) maintain diversity among the various subdistricts; and

(iii) protect the unique features, recognizable historic character and other common identifying characteristics of each subdistrict.

(c) Property is eligible for rezoning to a townscape subdistrict if the land is located within or adjacent to the BCD and meets all other requirements of Chapter 14.

14-7.4 - BUSINESS-CAPITOL DISTRICT

(B) Additional Regulations

(1) Standards for Entire District

(c) Drive-in or Drive-through Facilities

Drive-in or drive-through facilities are permitted as principal or accessory uses and structures in the Rosario Boulevard/Northwest Paseo de Peralta, Sandoval/Montezuma and Cerrillos Road Subdistricts, where traffic generated by the use will not substantially interfere with existing vehicular and pedestrian traffic. Drive-in or drive-through facilities are prohibited in the other subdistricts of the BCD.

(3) Design Objectives for Individual Townscape Subdistricts

The best existing qualities of the individual townscape subdistricts should be preserved, while encouraging diversity of design in the individual townscape subdistricts. New development should be harmonious with the specific physical characteristics and development and design objectives listed below:

(j) Plaza/San Francisco Subdistrict:

(i) maintain narrow streets and continuous street façades ;

(ii) encourage additional portals for pedestrian use and provide continuity of building mass;

(iii) limit building height to heights characteristic of existing buildings ;

(iv) encourage high walls to separate open or vacant areas from the public right of way and provide continuity of street façade ;
(v) except for Plaza and Cathedral areas, confine landscaping to interior patios or walled courtyards; and
(vi) emphasize verticality of façades on San Francisco Street.

Development standards for the Townscape Subdistricts may be found within Santa Fe City Code, Chapter 14, Table 14-7.4(A)-1, and development standards for the Historic Districts may be found within Santa Fe City Code, Chapter 14-5.2.

Full service restaurants which may or may not have patio services, with incidental alcohol service for on-site consumption and brewing, packaging, and retail sales of packaged liquor for off-site consumption are all permitted uses in the BCD district.

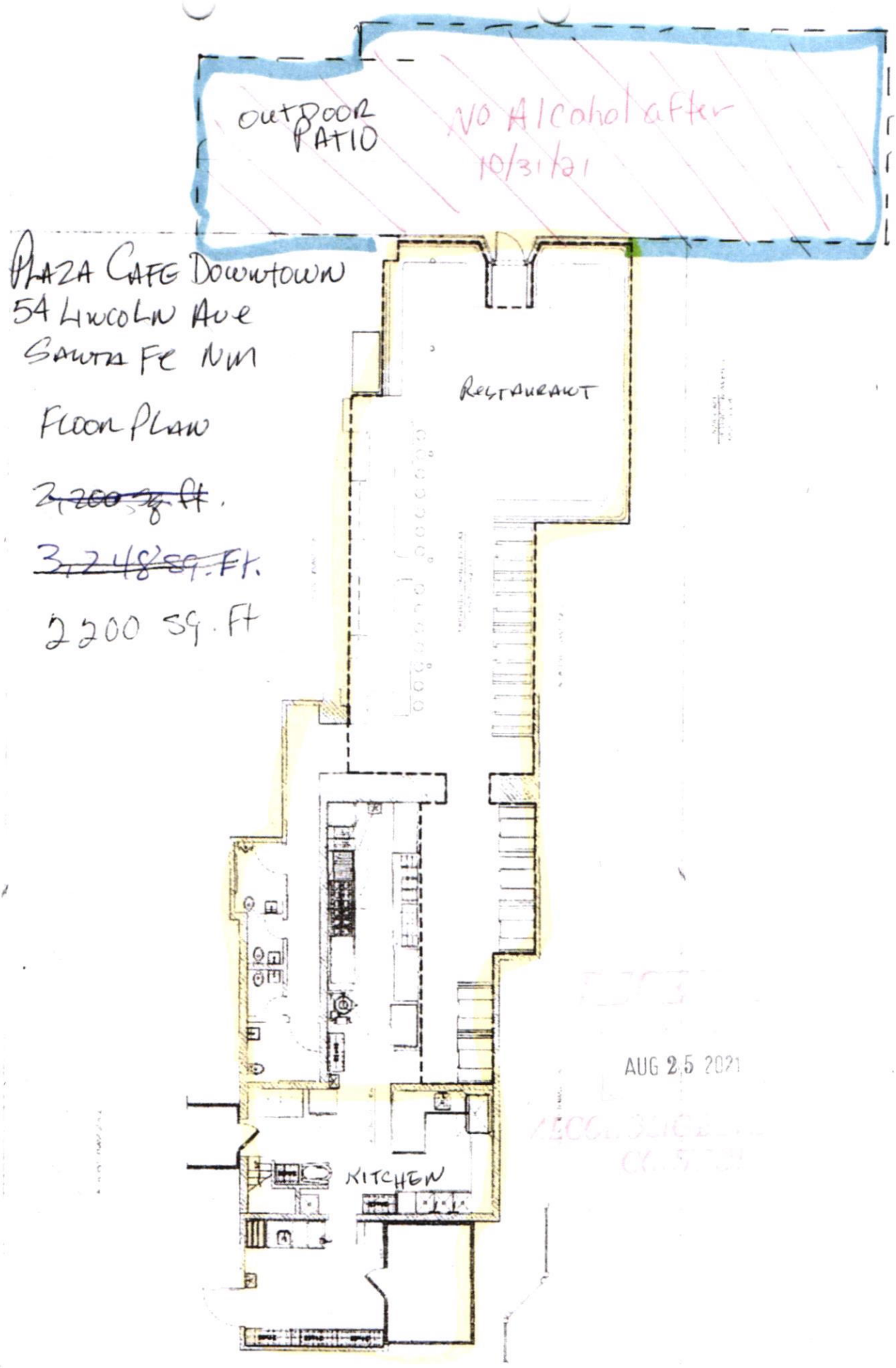
For additional information, please reference City of Santa Fe Chapter 14 SFCC regarding these districts (Chapter 14-4 – Zoning Districts/14-6 Permitted Uses) https://library.municode.com/nm/santa_fe/codes/code_of_ordinances?nodeId=CH14LADE. **All uses are subject to compliance with applicable development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

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

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

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

RECEIVED
AUG 25 2021
ALCOHOLIC BEVERAGE CONTROL



PLAZA CAFE DOWNTOWN
54 LINCOLN AVE
SANTA FE NM

FLOOR PLAN

~~2,200 SQ. FT.~~

~~3,248 SQ. FT.~~

2200 SQ. FT

AUG 25 2021

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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption only with Patio Service (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, 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)

AMENDED

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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption Only (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, Santa Fe.

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_____
Kristine M. Mihelcic
City Clerk and Community Engagement Director

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

_____
By _____
The Santa Fe New Mexican (Signature)

Notice of Hearing

Published in Santa Fe New Mexican on October 29, 2021

Location

Santa Fe County, New Mexico

Notice Text

LEGAL # 88944
AMENDED
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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption Only (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, Santa Fe.
Virtual meeting information will be posted on the City of Santa Fes Weekly Meeting List at least seventy-two (72) hours before the meeting at: santa
fenm.gov/weekly_meeting_list__agendas.
Kristine M. Mihelcic
City Clerk and Community Engagement Director
Pub.: Oct. 29, 2021



LEGAL # 88905

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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption only with Patio Service (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, 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.: Oct. 22, 29, 2021

City of Santa Fe

NOTICE OF LIQUOR LICENSE HEARING
Monday, November 22, 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

MAURICE BONAL
685 Calleclta Pecos
Santa Fe NM, 875054939

505-469-0866

Account Number: S4709

Ad ID: 22329

Ordered By:

Ad Cost: $103.60

Tax Amount: $8.74

Total Amount: $112.34

Amount Due: $112.34

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 130

Run Dates:

10/22/21, 10/29/21

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL # 88905

Product:

Placement:

Ad Size: 1.22" x 5.21"

Modular Size:

Color:

LEGAL # 88905

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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption only with Patio Service (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, 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.: Oct. 22, 29, 2021

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

MAURICE BONAL
685 Callecita Pecos
Santa Fe NM, 875054939

505-469-0966

Account Number: S4709

Ad ID: 22889

Ordered By: A Mares of City

Ad Cost: $60.40

Tax Amount: $5.10

Total Amount: $65.50

Amount Due: $65.50

PO Number:

Major Class: LEGAL NOTICES

Classification: Legals

Ad Type: Legal (wrapper)

# of Words 127

Sales Rep: Shaundel Moya

Order Taken by: Shaundel Moya

Payment $0.00

Tagline: LEGAL # 88944

Product:

Placement:

Ad Size: 1.22" x 5.21"

Modular Size:

Color:

Run Dates:

10/29/21

LEGAL # 88944

AMENDED

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 Plaza Restaurant, LLC, for a Restaurant B, Beer, Wine and Spirits Liquor License with on Premises Consumption Only (Reason for this Application is the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue, 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.

Kristine M. Mihelcic
City Clerk and Community Engagement Director

Pub.: Oct. 29, 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

November 15, 2021

Andrew Razatos
Plaza Restaurant, LLC
54 Lincoln Avenue
Santa Fe, New Mexico 87501

RE: Request from Plaza Restaurant, LLC for a Restaurant B (Beer, Wine & Spirits) Liquor License with On-Premises Consumption Only (Reason for this Application is the Ownership has Changed).

Dear Mr. Razatos:

The public hearing before the City of Santa Fe Liquor Hearing Officer for the above referenced request has been set for Monday, November 22, 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 December 8, 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: November 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

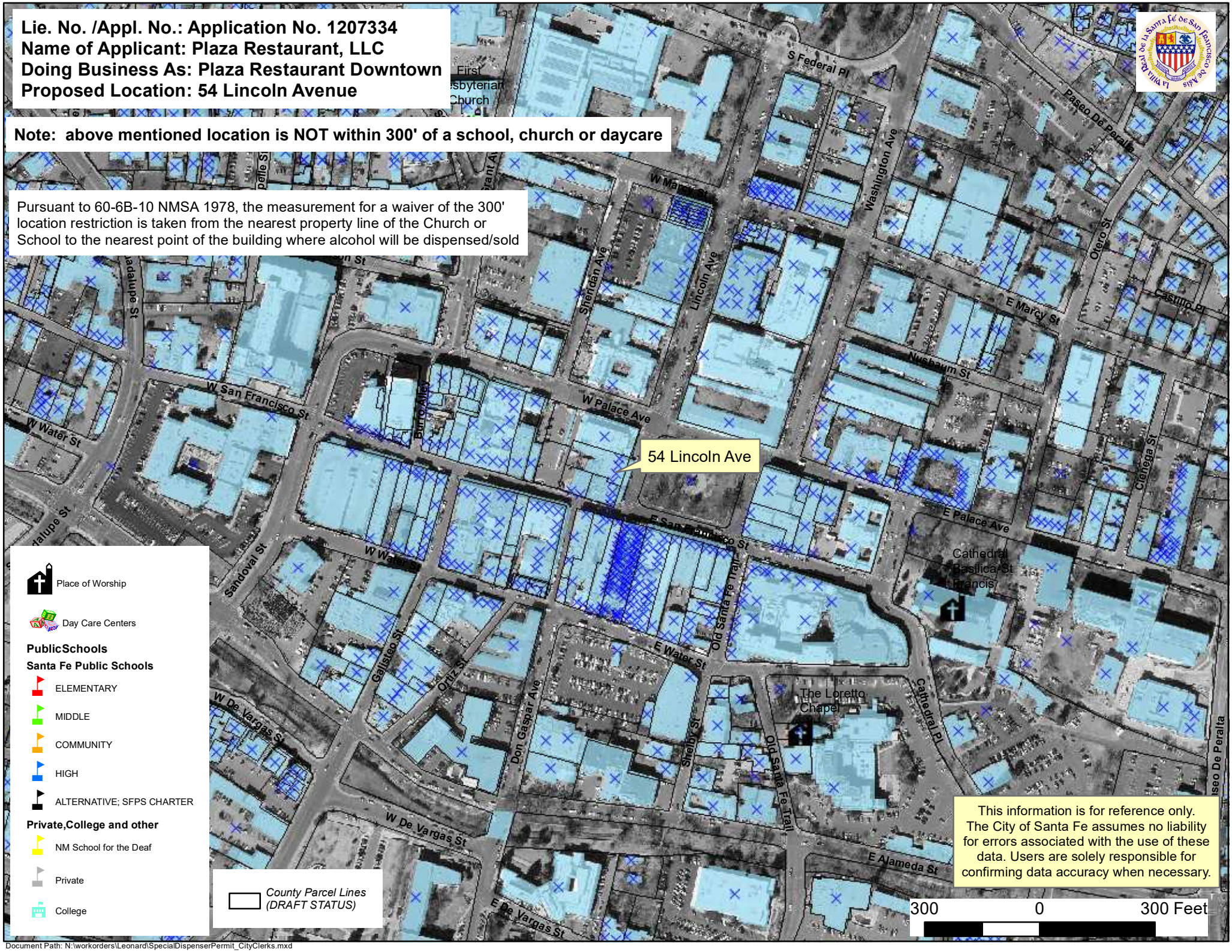
ITEM & ISSUE

Litter and noise impact assessment, due to a request from Plaza Restaurant, LLC, for the following:

a) Pursuant to §60-6B-10 NMSA 1978, request from Plaza Restaurant, LLC, for a Restaurant B (Beer, Wine & Spirits) Liquor License with on Premises Consumption Only (Reason For Application s the Ownership has Changed), to be located at Plaza Restaurant Downtown, 54 Lincoln Avenue.

BACKGROUND AND SUMMARY

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


Lie. No. /Appl. No.: Application No. 1207334
Name of Applicant: Plaza Restaurant, LLC
Doing Business As: Plaza Restaurant Downtown
Proposed Location: 54 Lincoln Avenue
Note: above mentioned location is NOT within 300' of a school, church or daycare
Pursuant to 60-6B-10 NMSA 1978, the measurement for a waiver of the 300' location restriction is taken from the nearest property line of the Church or School to the nearest point of the building where alcohol will be dispensed/sold
54 Lincoln Ave
S Federal Pl
Washington Ave
Paseo De Peralta
W Marcy St
Sheridan Ave
Lincoln Ave
Otero St
Castillo Pl
E Marcy St
Nusbaum St
W San Francisco St
W Palace Ave
E Palace Ave
Cienega St
W Water St
Sandoval St
Guadalupe St
Burro Alley
E San Francisco St
Old Santa Fe Trail
Cathedral Basilica of St. Francis
E Water St
Gallisteo St
Ortiz St
Don Gaspar Ave
Shelby St
The Loretto Chapel
Cathedral Pl
W De Vargas St
E De Vargas St
E Alameda St
Place of Worship
Day Care Centers
PublicSchools
Santa Fe Public Schools
ELEMENTARY
MIDDLE
COMMUNITY
HIGH
ALTERNATIVE; SFPS CHARTER
Private,College and other
NM School for the Deaf
Private
College
County Parcel Lines (DRAFT STATUS)
This information is for reference only. The City of Santa Fe assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary.
300 0 300 Feet
Document Path: N:\workorders\Leonard\SpecialDispenserPermit_CityClerks.mxd

Applicant Supplemental Information Form

1. **Name of Applicant:** Plaza Restaurant LLC

   D/B/A Name to be used: Plaza Café

   Proposed License Location: 54 Lincoln Ave Santa Fe NM 87501

   Telephone number: (505) 982-1664

   Email: plazacafe54@gmail.com

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

   ☒ New License (indicate type: Beer wine spirits)

   ☐ Transfer of location (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: _____)

   ☐ No

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

   ☒ Yes (If yes, License # and address where alcohol was being dispensed: Restaurant License # 3801)

   ☐ No

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

   ☐ Yes (If yes, please explain: _____)

   ☒ No

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

   Current/Previous Hours of Operation: 7am - 9pm

   Proposed Hours of Operation: Same

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

   ☐ Yes (If yes, is the area fully enclosed? ☐ Yes ☐ No)

   ☒ No

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

   What days? Friday - Sunday

   What times? 11am - 2pm & 5:30pm - 7:30pm

9. **Please indicate the maximum occupancy load for the proposed business location:**

   posted occupancy load is at 99

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

99.

11. **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: _____).

☒ Business is expected to remain the same.

*Please explain your answer: We will be serving no more than 5 signature drinks.

12. **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.

☒ Traffic will not increase on adjacent streets.

*Please explain your answer: The Plaza Cafe has been downtown since 1905, adding spirits to the menu will in no way increase volume in the adjacent streets.

Name of person completing this form: Andrew Paul Rozantes
Telephone number: 505-670-6083
Date: 11-17-2021

(FOR CITY USE ONLY)

Based on the information provided and review of City Reports, staff has found the following in accordance with Ordinance (4-4.3):

Geographic Information System Mapping (GIS) Department

☐ Yes, this business is located within three hundred (300) feet of a church and/or school.

☒ No, this business is not located within three hundred (300) feet of a church and/or school.

(Please see attached map indicating whether the proposed licensed premise is within three hundred (300) feet of a church and/or school.)

Code Enforcement Department

☑ Yes, the applicant is in compliance with all Land Use Codes.

☐ No, the applicant is not in compliance with Land Use Code(s) (Code # and Explanation: _____.)

(Please also provide a Code Enforcement Report related to Litter and Noise of the requesting business location.)

Verification Completed By: Jason Sena
Title: Supervisor Zoning
Date: 11/18/21

(FOR CITY USE ONLY)

Traffic Engineering Department

☐ Yes, it appears that the approval of this request will create unacceptable traffic impacts. (Please explain: _____.)

☒ No, it does not appear that this request will create any unacceptable traffic impacts.

Verification Completed By: _____

Title: Public Works Director

Date: 11/18/2021

City of Santa Fe Fire Department

☐ Yes, the requesting business is in compliance with all Fire Codes.

☐ No, the requesting business is not in compliance with Fire Code(s) (Please Explain: _____.)

(Please provide inspection report, if requesting business is not in compliance.)

Verification Completed By: _____

Title: _____

Date: _____

City of Santa Fe, New Mexico

memo

DATE: November 10, 2021

TO: Alan Webber, Mayor
Finance Committee: November 29, 2021
Quality of Life Committee: December 01, 2021
Governing Body: December 08, 2021

VIA: Mary McCoy, Finance Director
Andy Hopkins, Budgeting Officer
Fran Dunaway, Chief Procurement Officer
Manuel Gonzales, Interim ITT Director

FROM: David C. Tapia, Contracts Administrator

ITEM AND ISSUE

The ITT Department is requesting approval to procure the renewal of Microsoft Office 365 through reseller Insight Public Sector through a State-Wide Price Agreement 60-000-15-00020AD. The original agreement will expire as of December 28, 2021. The renewal of this subscription will be a three year term through December 28, 2024.

BACKGROUND AND SUMMARY

The ITT Department is requesting to renew a three year agreement with Insight Public Sector a reseller of Microsoft Office 365 to continue the necessary services of archiving mobility, collaboration, compliance, and security. This renewal has been upgraded to ensure that the City of Santa Fe addresses and is in compliance with multiple audit findings such as multi factor authentication, central administration for bitlocker encryption, and advanced threat protection for all users. This renewal will also consolidate multiple software applications, as well as, include upgraded security. The renewal includes licensing for all City users and will allow for all City users to be on the same up to date cloud based system.

The requested renewal of Microsoft Office 365 will be a three year term in the amount of $2,548,296.60 with the total cost of the agreement since commencement being $2,894,119.12 as of December 28,2024. This cost will be encumbered as follows:

BUDGET:
Year 1: 2021 Fiscal 2022- (Obj/Org:6203600.530710) $484,432.20 + Tax 71,670.84 +
(Obj/Org:3653501.530710) $365,000.00
Total $921,103.04

Year 2: 2022 Fiscal 2023- (Obj/Org:6203600.530710) $849,432.20 + Tax $71,670.84
Total $921,103.04

Year 3: 2023 Fiscal 2024- (Obj/Org:6203600.530710) $849,432.20 + Tax $71,670.84
Total $921,103.04

PROCUREMENT: Statewide Price Agreement 60-000-15-00020AD
Expires: January 07, 2022

MUNIS CONTRACT NUMBER: 3202628

ACTION: Please approve request to establish a three-year agreement from the time of signing with Insight Public Sector for the renewal of Microsoft Office 365.

Contractor Name: Insight Public Sector reseller of Microsoft Office 365

Procurement Title: Insight Public Sector through a State-Wide Price Agreement 60-000-15-00020A. EXP:01/07/2022

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 ITT Staff Name David C. Tapia

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: _____

David C. Tapia	Contracts Administrator	November 10, 2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Nov 16, 2021 12:12 MST)	Chief Procurement Officer	Nov 16, 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 # 3202628

Contractor: Insight Public Sector reseller of Microsoft Office 365

Description: The ITT Department is requesting to renew a three year agreement with Insight Public Sector a reseller of Microsoft Office 365 to continue the necessary services of archiving mobility, collaboration, compliance, and security.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: December 28, 2018 Term End Date: December 28, 2021

☑ Approved by Council Date: November 26, 2018

Contract / Lease: Contract

Amendment # 2 to the Original Contract / Lease # 18-1309

Increase/(Decrease) Amount $ 2,548,296.60

Extend Termination Date to: December 28, 2024

☐ Approved by Council Date:

Amendment is for: Renewal of Microsoft Office 365 through reseller Insight Public Sector

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
The original Microsoft Office Subscription was purchased through reseller En Pointe in December of 2018 in the amount of $345,822.52 for the term of three years. In November of 2021 En Pointe was obsorbed by parent company Insight Public Sector. Amendment #1 was established to amend the original contract name to Insight Public Sector and was approved May 13, 2021. Amendment #2 is being requested to extend the Office 365 subscription 3 years through December 28, 2024 in the increased amount of $2,548,296.60 as the original subscription will reach term December 28, 2021.

3. Procurement History: Insight Public Sector State-Wide Price Agreement 60-000-15-00020AD

Fran Dunaway (Nov 16, 2021 12:12 MST) Nov 16, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of Statewide Price Agreement exp. 1/2022 for issuance FY 22 City agreement exp: Dec 28, 2024. Subscription.

4. Funding Source: Softw Subs 6203600.530710 $556,103.04 and Org / Object: 3653501.530710 $365,000.00

Andy Hopkins (Nov 16, 2021 11:34 MST) Nov 16, 2021

Budget Officer Approval: Date:

Comment & Exceptions: Fiscal Year 2022 Total Due $921,103.04

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

Item#_____
Munis Contract#3202628

CITY OF SANTA FE
AMENDMENT No. 2 TO
Insight Public Sector Reseller of Microsoft Office 365 AGREEMENT
ITEM# 18-1309

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE Microsoft Office 365 AGREEMENT, dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the Products and Services M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision, One (1) as detailed in Exhibit A, Exhibit B, and Exhibit C of Microsoft renewal agreement 5294887 between the City of Santa Fe and Insight Public Sector.

B. Pursuant to Article 14(e) of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

A. Products and Services shall be provided pursuant to Exhibit A, Exhibit B, and Exhibit C. of Microsoft Enterprise Renewal Agreement 5294887, M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL Per user for two thousand, three hundred (2,300) Users, AzureprepaymentG

ShrdSvr ALNG SubsVL MVL Commit Provision, One (1).

2. COMPENSATION.

Original Cost of three year Agreement 18-1309 of Microsoft Agreement E5623598 with the expiration of December 28, 2021 has been fully compensated in the amount of $345,822.52. Pricing of the Agreement 18-1309 Microsoft Agreement Number E5623598 is amended to increase the amount of compensation by a total of $2,201,473.98 (Excluding NMGRT) so that renewal agreement reads in its entirety as follows:

A. The City shall pay to the Contractor Twelve Month annual installments for the term of 36-months payments for services satisfactorily performed pursuant to the Scope of Work at the rate of:

December 29, 2021 Fiscal Year 2022: $849,432.20

December 29, 2022 Fiscal Year 2023: $849,432.20

December 29, 2023 Fiscal Year 2024: $849,432.20

Total Compensation of 36-Month Term (Exhibit D): $2,548,296.60

City of Santa Fe Agreement 18-1309 Total Compensation $345,822.52

Total Cost as of Expiration December 28, 2024: $2,894,119.12

Estimated Tax $71,670.84 per Year

3. TERM:

Original contract 18-1309 Microsoft Agreement Number E5623598 of the Agreement is hereby deleted in its entirety and substitute the following Amendment Number 2 Microsoft Agreement Number 5294887 in its place:

This Agreement shall be effective when signed by the City and shall terminate on

December 28, 2024.

4. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
INSIGHT PUBLIC SECTOR

Scott Friedlander
Scott Friedlander (Nov 9, 2021 18:25 EST)

NAME Scott Friedlander

IPS SVP
TITLE

DATE: Nov 9, 2021

CRS# **02-960205-00-0**

Registration # **229398**

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 4, 2021 15:48 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
Org. Name/Org.#6203600.530710 and 3653501.530710

AJH
AJH

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	5294887

5-0000007743065

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Enterprise Amendment	M97 (New)
Product Selection Form	1128359.003_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Santa Fe
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	81524089
Previous Enrollment number *(Reseller to complete)*	51044310
Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

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Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

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"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. Minimum order requirements. Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

(i) Enterprise commitment. Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

(ii) Enterprise Online Services only. If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services**.**

b. Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. Use Rights for Enterprise Products. For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. Country of usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. Resellers. Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. Adding Products.

(i) Adding new Products not previously ordered. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

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(ii) Adding Licenses for previously ordered Products. Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

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may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

a. General. At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. Renewal option. At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

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Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

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to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

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Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* **First** Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

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☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State* NM
Postal code* 87501-0909-
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. Online Services Manager. This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Edward **Last** Duran
Contact email address* ejduran@ci.santa-fe.nm.us
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. Reseller information. Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 6820 South Harl Avenue
City* Tempe
State* AZ
Postal code* 85283
Country* United States
Contact name* Software *Contract Support
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*	Scott Friedlander Scott Friedlander (Nov 9, 2021 18:25 EST)
Printed name*	Scott Friedlander
Printed title*	IPS SVP
Date*	Nov 9, 2021

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

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other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

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Exhibit A

Microsoft Volume Licensing

Amendment to Contract Documents

Enrollment Number | 5-0000007743065

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect)
Invoice for Quoted Price
Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr		2300
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	2300	
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	60	
J5U-00004	AzureprepaymentG ShrdSvr ALNG SubsVL MVL Commit Provision		1

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Oct2020)(IU).docx		M97	B

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
1128359.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	2,300	2,300	1.0	No	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
Microsoft 365 E3 USL	2,300

Enrolled Affiliates Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	2300	2300	2300	2300

Enrolled Affiliate

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Microsoft | Volume Licensing

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Santa Fe
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	51044310		

Exhibit D

Insight PUBLIC SECTOR

City of Santa Fe

****BUDGETARY/PRELIMINARY RENEWAL QUOTE****

Quotation: 0921-City o4-MSEA-sdp
Date: September 20, 2021
Enrollment: 51044310
Contract: 1510001351

Subscription Start Date: **1/1/2022**
Subscription End Date: **12/31/2024**

Upfront: 12 Months Total

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAD-34704	M365 E3 GCC Unified ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	2300	$349.93	$ 804,839.00
Additional Products								
LK3-00001	AudioConfGCC ShrdSvr ALNG SubsVL MVL PerUsr	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	60	$42.87	$ 2,572.20
J5U-00004	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL MVL Commit Provisior	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLicense	1	$0.00	$ -
3GU-00001	Defender for O365 Plan 1 GCC SubVL Per User	D	Non-Specific	Applications	Monthly Subscriptions-VolumeLicense	2300	$18.27	$ 42,021.00
							12 Month Total:	$ 849,432.20

EXHIBIT "D"

36 Month Total: $ 2,548,296.60

CITY OF SANTA FE
AMENDMENT No. 1 TO
En Pointe Technologies, a PCM Co. AGREEMENT
ITEM#18-1309
Munis Contract # 3200410

This AMENDMENT No. 1 (the "Amendment") amends the Agreement with En Pointe Techologies, a PCM Co., dated November 14, 2018 (the "Agreement"), between the City of Santa Fe (the "City") and Insight Public Sector, Inc. formerly known as En Pointe Technologies, LLC, a PCM Co. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Licenses of Products of original agreement between the City of Santa Fe and En Pointe, a PCM Co.

B. Pursuant to 14 (e) and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. NAME CHANGE

The Contractor, En Pointe, a PCM Co, is now known as Insight Public Sector, Inc. (See Exhibit "A" attached hereto).

2. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

Alan Webber, City Mayor
DATE: May 13, 2021

CONTRACTOR:
Insight Public Sector, Inc.

NAME
Lisanne Steinheiser
Global Compliance Officer
TITLE

DATE: 4/15/2021
CRS# 02-560205-000-0

Registration # 29398

ATTEST:

KRISTINE MIHELCIC, CITY CLERK
GB MTG 05/12/2021

CITY ATTORNEY'S OFFICE:

Marcos Martinez

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

AL
AL

MARY MCCOY, FINANCE DIRECTOR

[redacted]6203600.530710 dL
Business Unit Line Item

Insight
PUBLIC SECTOR

Exhibit A

February 6, 2020

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is a limited liability company whose sole member was PCM Sales, Inc. The parent company of PCM Sales, Inc. was PCM, Inc. On August 30, 2019, Insight Enterprises, Inc. acquired PCM, Inc., including all subsidiaries.

Effective August 30, 2019, En Pointe Technologies Sales, LLC became a subsidiary company of Insight Enterprises, Inc.

Insight Enterprises, Inc. is also the parent company of Insight Public Sector, Inc.

Should you have any questions or need further clarification, please contact me at lisanne.steinheiser@insight.com.

Sincerely,

Lisanne Steinheiser
Global Compliance Officer & Assistant Secretary

DocuSign Envelope ID: CA2F285C-632F-49A0-A5BD-1BC6C60412A5

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

Price Agreement Number: **60-000-15-00020AD**

Price Agreement Amendment No.: **One**

Term: **March 10, 2020 – January 7, 2022**

NASPO ValuePoint Master Agreement Award Number: **ADSPO-16-138244**

NASPO ValuePoint Link: **https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/**

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

Invoice:
As Requested

Procurement Specialist**:** **Vanessa LeBlanc** VL

Telephone No**.:** **505-827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title**:** **Software VAR**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from April 8, 2021 to January 7, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Paulk

Date: 2/19/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

Certificate Of Completion

Envelope Id: CA2F285C632F49A0A5BD1BC6C60412A5
Status: Completed
Subject: Please DocuSign: 60-000-15-00020AD A001
Source Envelope:
Document Pages: 1 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Vanessa LeBlanc
13 Bataan Blvd
Santa Fe, NM 87508
Vanessa.LeBlanc@state.nm.us
IP Address: 174.237.135.123

Record Tracking

Status: Original
2/19/2021 3:36:25 PM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Vanessa LeBlanc vanessa.leblanc@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.123	Sent: 2/19/2021 3:37:56 PM Viewed: 2/19/2021 3:38:04 PM Signed: 2/19/2021 3:38:10 PM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Travis Dutton- Leyda Travis.Dutton-Leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 67.164.144.62	Sent: 2/19/2021 3:38:11 PM Viewed: 2/19/2021 3:39:32 PM Signed: 2/19/2021 3:39:39 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 75.161.86.101	Sent: 2/19/2021 3:39:40 PM Viewed: 2/19/2021 3:41:03 PM Signed: 2/19/2021 3:42:23 PM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/19/2021 3:37:56 PM
Certified Delivered	Security Checked	2/19/2021 3:41:03 PM
Signing Complete	Security Checked	2/19/2021 3:42:23 PM
Completed	Security Checked	2/19/2021 3:42:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor
0000013787
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

Contact: Pam Potter
Email: SLEDContracts@insight.com
Telephone No.: (480) 366-7027

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

Invoice:
As Requested

Price Agreement Number: **60-000-15-00020AD**

NASPO Mater Agreement: **ADSPO-16-138244**

NASPO Link:
https://www.naspovaluepoint.org/portfolio/software-var-2016-2021/

Payment Terms: **Net 30**

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

Delivery: **See Attached Participating Addendum**

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 827-0266**

Email: **Vanessa.LeBlanc@state.nm.us**

Title: **Software VAR**

Term: **March 10, 2020 thru April 7, 2021**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-15-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the Software Value Added Reseller contract led by the State of Arizona for use by state agencies and other entities located in the Participating State *[for State Entity]* authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: *(These modifications or additions apply only to actions and relationships within the Participating Entity.)*

Participating State/Entity must check one of the boxes below.

[___] No changes to the terms and conditions of the Master Agreement are required.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

4. Taxes:
The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

5. Retainage.
Reserved

6. Performance Bond.
Reserved

7. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Agreement shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on April 7, 2021. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

8. Termination:

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

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring 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 Procuring Agency 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 Procuring Agency; (ii) if, during the term of this Agreement,

the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency'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 PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

9. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency 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.

10. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless theContractor has express written authority to do so, and then only within the strict limits of that authority.

11. 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 continueto comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing the Contractor specifically represents and warrants that:

1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officeror employee of the State, or business in which a public officer or employee of the State or the of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase

contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16 the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency 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 Clause 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 Clause 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 Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

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

12. 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 Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or 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 the Terminations Clause of this Agreement, or to agree to the reduced funding.

13. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and

understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

14. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

15. Equal Opportunity Compliance:

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

16. 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 Procuring Agency.

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 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.

18. 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 Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

19. 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.

20. 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.

21. Non-Collusion:

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

22. 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 Procuring Agency:
Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283
Contact: Pam Potter
Phone: (480) 366-7027
Email: SLEDcontracts@insight.com

23. Succession:

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

24. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

25. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the

Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

26. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

27. New Mexico Employees Health Coverage:

A. If Contractor 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 this Agreement, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of 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. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: http://insurenewmexico.state.nm.us/.

28. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico 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, 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 Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

29. Default and Force Majeure:

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

30. 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 Procuring Agency.

31. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. 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 Procuring Agency.

32. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement 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 Agreement.

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

34. 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.

35. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

36. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency 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 Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

37. Contractor Personnel:

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Account Executive	Sergio Torrez	sergio.torrez@insight.com
Sales Manager	Brandon Marvel	brandon.marvel@insight.com
Contracts	Pam Potter	sledcontracts@insight.com
Reporting	Virginia Mace	sledreporting@insight.com

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

38. 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 agency 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 SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

39. Inspection:

If this Agreement 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.

40. Inspection of Services:

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

A. Services, as used in this Clause, 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 State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement 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 State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no

increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the St a tPurchasing Agent or other party to this Agreement 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 Agreement price to reflect the reduced value of the services performed.

F. 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 r of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to t directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

41. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1, 000,000per occurrence.

b. Property damage or combined single limit coverage: $1,000,000.

c. Automobile liability (including non-owned automobile coverage): $

d. Umbrella: $1,0u ,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement 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.

42. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

43. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of percent (1.00 %) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

Quarter:	Period End:	Report Due:
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the *"State Purchasing Division."* This contract number

60-000-15-00020AD must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

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

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

44. Lease Agreements: *Reserved*

45. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Insight Public Sector, Inc.
Address	6820 South Harl Avenue, Tempe, AZ 85283
Contact	Pam Potter
Telephone	(480) 366-7027
E-mail	SLEDcontracts@insight.com

Participating Entity

Name	State of New Mexico
Address	1100 St. Francis Drive, Santa Fe, NM 87505
Contact	Vanessa LeBlanc
Telephone	(505) 827-0472
E-mail	Vanessa.LeBlanc@state.nm.us

PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")

MASTER AGREEMENT
Insight Public Sector, Inc.
Master Agreement No: ADSPO16-138244
State of New Mexico Statewide Price Agreement No.: 60-000-16-00020AD
(hereinafter "Contractor")

And

State of New Mexico
(hereinafter "Participating State/Entity")

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of [xxxxxx], as shown on the dedicated Insight Public Sector contract) website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The Insight Public Sector dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available fromthis Master Agreement shall be to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies for such order.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Insight Public Sector Inc.
Signature:	Signature:
Name: Mark Hayden	Name: John Carnahan
Title: State Purchasing Agent	Title: SVP – Business Development
Date: 3-12-2020	Date: March 6, 2020

[Additional signatures as required by Participating State]

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

Microsoft ITEM # 18-1309 Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	E5623598

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10634
Sub250 Form	W29
Product Selection Form	0778267.002_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	City of Santa Fe
Signature*	
Printed First and Last Name*	Alan Webber
Printed Title	Mayor
Signature Date*	11/26/2018
Tax ID	85-6000168

** indicates required field*

Microsoft Affiliate	
	Microsoft Corporation
Signature	Microsoft Microsoft Corporation OCT 30 2018 Shirley Snyder Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft Volume Licensing

Enterprise Enrollment State and Local

Enterprise Enrollment number *(Microsoft to complete)*	51044310
Previous Enrollment number *(Reseller to complete)*	

Framework ID *(if applicable)*

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. Order requirements.

a. **Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

(ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly

prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

EN POINTE TECHNOLOGIES

Quote # 25318714
Date 10/5/2018
Expiry Date 10/19/2018

Customer	CITY OF SANTA FE (1028727)			
Quote Title	MICROSOFT	**Shipping Address**	**Billing Address**	**Contact Details**
Shipping	Best Way-3 to 7 days	CITY OF SANTA FE Yodel M. Catanach P.O. Box 909 - ITT DEPT, Santa Fe, NM, 87504	CITY OF SANTA FE P.O. Box 909 - ITT DEPT, Santa Fe, NM, 87504	Yodel M. Catanach yocatanach@ci.santafe.nm.us Ph: 505-995-5575
Payment	Net 30			

ADSPO16-130653
PA# 60-000-15-00020AA
Year 1

Details	Avl.	Qty.	Unit Price	Ext. Price
Line # 10 MICROSOFT **Mfr. SKU** AAA-11894. O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr		50	$211.60	**$10,580.00**
Line # 20 MICROSOFT **Mfr. SKU** 3GU-00001. O365ATPGCC ShrdSvr ALNG SubsVL MVL PerUsr		2000	$18.18	**$36,360.00**
Line # 30 MICROSOFT **Mfr. SKU** 3PS-00001. ExchgOnInKioskGCC ShrdSvr ALNG SubsVL PerUsr		450	$19.27	**$8,671.50**
Line # 40 MICROSOFT **Mfr. SKU** 3MS-00001. ExchgOnInP1GCC ShrdSvr ALNG SubsVL PerUsr		1500	$36.24	**$54,360.00**

Lease this for $3,361.87 per month with $0 down and $1 buy back option! Contact us for credit terms and options. Excludes applicable taxes, based on 36-month term, on approved credit.

Sub Total	**$109,971.50**
Total Tax	**$5,636.04**
Total Amount	**$115,607.54**

Customer Acceptance

A signature submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Sales. to purchase the above referenced goods and/or services.
Further, Customer agrees to pay all invoices related to this order according to the terms and condition specified by En Pointe Technologies Sales. which are available at www.enpointe.com/invoice-terms

Name
Email
Phone
PO #
Signature
Date

Enrollment Details

1. Enrolled Affiliate's Enterprise.

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Santa Fe
Contact name* First Joshua **Last** Elicio
Contact email address* juelicio@ci.santa-fe.nm.us
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (505) 955-5576
Tax ID
** indicates required fields*

b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Servies, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Street address* 200 Lincoln Avenue
City* Santa Fe
State/Province* NM
Postal code* 87501-0909-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 505-955-6527
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Bill **Last** Smith
Contact email address* wfsmith@santafenm.gov
Phone* 505-955-6527
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* En Pointe Technologies Sales, LLC
Street address (PO boxes will not be accepted)* 18701 S. Figueroa St
City* Gardena
State/Province* CA
Postal code* 95818
Country* United States
Contact name* Software Admin
Phone* 508-203-3021
Contact email address* microsoftinfo@enpointe.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* Steve DeAngelo
Printed title* operations specialist
Date* 11/2/18

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Enterprise Enrollment for O365 reseller is En Pointe a PCM Co.

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 11/14/18

APPROVED AS TO FORM:

11/15
11/11
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

Citywide Business Units and line items

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID
0778267.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	50	50	1.0	No	User Licenses

Products	Enterprise Quantity
O365 Gov Plans	
O365 GCC E3	50

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	50	50	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	**Price Level**
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below	
Quantity of Licenses and Software Assurance	**Price Level**
2,399 and below	A

2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Enterprise

Sub 250 Program
Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. *On the first page of the Enrollment, the following is added after the second paragraph:*

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. *Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:*

a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

(v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. *Software Assurance renewal.*

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
<>	<>	<>

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/19/2021

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 USA Inc. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: Phoenix.CertRequest@marsh.com CN101234622-STND-GAUW-21-22	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Insight Enterprises, Inc., and En Pointe IT Solutions, LLC 6820 Harl Avenue Tempe, AZ 85283	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** N/A — N/A **INSURER C :** Sentry Insurance A Mutual Co — 24988 **INSURER D :** Sentry Casualty Company — 28460 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002456905-08 **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: X POLICY [X] PRO-JECT [X] LOC OTHER:			3606-77-62	04/15/2021	04/15/2022	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 X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7362-08-62	04/15/2021	04/15/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	**N / A**		90-05749-03 (AOS) 90-05749-04 (MA, WI, HI)	04/15/2021 04/15/2021	04/15/2022 04/15/2022	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

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

City of Santa Fe is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

City of Santa Fe
Attn: David Tapia
200 Lincoln Ave
Santa Fe, NM 87501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.

Kenneth Chau

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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: INSIGHT PUBLIC
DBA: INSIGHT PUBLIC

Business Location: 6820 S HARL AVE
GUADALUPE , AZ 85283

CRS Number: 02-960205-00-0

Owner: INSIGHT PUBLIC SECTOR INC.

License Number: 229398

License Type: Business License - Renewable

Issued Date: February 15, 2021

Classification: Out of Jurisdiction Business License

Expiration Date: February 15, 2022

Fees Paid: $10.00

INSIGHT PUBLIC
6820 S HARL AVE
GUADALUPE , AZ 85283

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, 1-505-231-1749)

COMMITTEE	**REVIEW**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6g Request for Approval of Amendment No. 2 for the Renewal of the City of Santa Fe Microsoft Office 365 System through Reseller Insight Public Sector for the Term of Three Years with Annual Payments of $849,432.20 in the Total Amount of $2,548,296.60. (Manuel Gonzales, Interim ITT Director: mmgonzales@santafenm.gov, 1-505-231-1749) COMMITTEE REVIEW Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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 OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: PNC Equipment Finance, LLC

Procurement Title: PWD PARK MRC PNC EQUIPTMENT LEASE

Other Methods: State Price Agreement ☐ *Cooperative* ☒ *Sole Source* ☐ *Exempt* ☐ *Other* ☐ _____

Department Requesting/Staff Member: Public Works Department-Parks Division

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

Melissa A. McDonald, Acting Parks Division Director
Department Rep Printed Name and Title

Melissa McDonald
Department Rep Signature attesting that all information included

Fran Dunaway
Fran Dunaway (Oct 25, 2021 08:52 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
☐	☒	State Price Agreement
☒	☐	Cooperative Agreement
☐	☒	Sole source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval of exempt procurement
☐	☒	Copies of all Sole Source submittals

*

☐ ☒ Other: _____

AWARD*

YES N/A

☒ ☐ Fully executed Memo to Committees from the Department with recommendation of award
☐ ☐ Other: _____

CONTRACT*

YES N/A

☒ ☐ Copy of Executed Contract
☒ ☐ Copy of all required documentation
☐ ☐ Other: _____

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

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

Melissa A. McDonald, Acting Parks Division Director
Department Rep Printed Name and Title

Melissa A McDonald
Department Rep Signature attesting that all information included

*

City of Santa Fe, New Mexico

memo

DATE: October 4, 2021

TO: Finance Committee/Public Works Committee/Governing Body

VIA: Regina A. Wheeler, Public Works Department Director RW
FROM: Melissa A. McDonald, Acting Parks Division Director MMc

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ITEM AND ISSUE

Request for approval of a four-year equipment lease agreement in the total amount of $367,186.56 inclusive of NMGRT with PNC Equipment Finance, LLC. for golf carts at Marty Sanchez Links de Santa Fe golf course; (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 505-955-6840)

BACKGROUND AND SUMMARY

The Marty Sanchez Links de Santa Fe golf cart fleet of 75 carts is in need of replacement. It is standard industry practice to replace the fleet every four years due to wear-and-tear and battery decline. The carts are provided via an equipment lease and with this new lease, PNC Equipment will provide all new carts. This company has provided the cart leasing services at the golf course for the past 4 years with excellent service.

The cart battery selected is a Samsung SDI lithium battery. Lithium batteries are considered green energy, meaning they are eco-friendly and do not give off any harmful fumes when the cart is charging. The lithium golf cart batteries hold a higher voltage during use than lead batteries. This equals more torque for the motor and allows the controller and electronics to run at their optimal efficiency. This coupled with our pending solar array installation aligns us with our sustainability goals for energy reduction and lower carbon emissions.

With COVID related delays, we anticipate the earliest we will receive these carts is spring 2022, so execution of this lease in a timely fashion is critical to secure the new carts in time for the 2022 season.

This lease agreement #3203029 includes a multi-year allocation, which pays $7,649.72 per month over 48 months.

FY22	$45,898.32 (assumes 6 months)
FY23	$91,796.64
FY24	$91,796.64
FY25	$91,796.64
FY26	$45,808.32 (assumes 6 months)

LEASE NUMBER:

The assigned FY22 Munis contract number is 3203029 (PNC Lease Number 98995658-1)

FUNDING SOURCE:

Munis Org Name/Number: 5300271
Munis Object Name/Number: 562600

PNC EQUIPMENT FINANCE

Dated as of July 5, 2021

Lease Number 98995658-1

City of Santa Fe
Course Name: Marty Sanchez Links de Santa Fe Golf Course
205 Caja del Rio Road
Santa Fe, NM 87507

Dear Customer:

Enclosed are the necessary documents needed to complete your lease transaction. Please review, sign and return the following:

- Lease Agreement – Please have the Authorized Signor execute the documents and provide their title.
  Certificate of Acceptance – **At the point of delivery, fill out this form and return the original to us. We will be unable to disburse funds until we receive this signed form.**

- Resolution-Certificate of Incumbency – List your Authorized Representative(s) and their title(s) in the body of the Resolution. Have the Authorized Representatives provide their names, title and signatures(s) on the lines which appear under the Authorized Representative Signature Section near the bottom of the Resolution. Finally, have the Secretary or appropriate Trustee attest to the information of the Authorized Representative(s) by signing and printing his/her name, title and date on the **last** signature line provided. **The person who validates the signature should not sign the Lease Agreement.** The Resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.

- Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.

- Customer Information – Please complete and return.

- Tax Notification – Please complete and return.

Thank you for choosing PNC Equipment Finance, LLC for your financing needs. We appreciate your business. If I can be of assistance, please contact me at brian.sauermelch@pnc.com.

Sincerely,

Brian Sauermelch

Commercial Transaction Coordinator

PNC EQUIPMENT FINANCE

AMENDMENT TO LEASE AGREEMENT

This Amendment ("**Amendment**"), dated and effective as of September 10, 2021 is to that certain Lease Agreement Number 98995658-1 ("**Lease**") between City of Santa Fe, with its principal place of business at 205 Caja del Rio Road, Santa Fe, NM 87507("**Lessee**"), and PNC EQUIPMENT FINANCE, LLC, with an address at 655 Business Center Drive, Suite 250 Horsham, PA 19044 ("**Lessor**").

In consideration of the mutual covenants contained herein and other valuable consideration received, and with the intent to be legally bound, the parties amend the Lease as follows:

9. **INDEMNITY.** The second and third sentences of Section 9 are hereby amended to read as follows: "To the extent permitted by law in the future if not permitted under New Mexico law as of the date of this Lease, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity, if ever applicable, continues even after this Lease has expired, for acts or omission that occurred during the Lease Term."

12. **INSURANCE.** The first three sentences of Section 12 are hereby amended to read as follows: "Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a Commercial General Liability insurance policy covering bodily injury, personal injury and property damage in amounts not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. Lessee shall notify Lessor of any proposed cancellation at least 30 days prior to the date set for cancellation."

22. **MISCELLANEOUS.** The last sentence of Section 22 which reads as follows is hereby removed: "To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs."

All other terms and conditions of the Lease shall remain unchanged and in full force and effect. Any defined terms used herein shall have the meanings contained in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date above written.

CITY OF SANTA FE	PNC EQUIPMENT FINANCE, LLC
	
Mayor Alan Webber	Authorized Signature
	Lauren Thompson
Printed Name	Printed Name
	Operations Manager Sr.
Title	Title

Lease Agreement

Dated as of July 5, 2021

Lease Number: 98995658-1

Lessor: PNC Equipment Finance, LLC
655 Business Center Drive
Horsham, Pennsylvania 19044

Lessee: LESSEE FULL LEGAL NAME
City of Santa Fe
205 Caja del Rio Road
Santa Fe, NM 87507

FEDERAL TAX ID
856000168

Equipment Description:

Quantity	Description	Serial No.
75	(75) E-Z-GO RXV Elite	

Together with all attachments, tooling, accessories, appurtenances, and additions thereto.

Lease Term is for 48 months, with Rent payments due Monthly in the amount of $7,054.50 plus applicable tax, beginning _____.

Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described above when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment as provided herein and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.

6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessor shall have title to the Equipment during the Lease Term.
7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, Lessee will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment and will remove any alterations or markings from the Equipment before returning to Lessor.
8. **TAXES.** Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent. Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions that occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including serial numbers and any other information describing the Equipment.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined herein) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations herein, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations pursuant to this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law plus the Fair Market Value (as defined herein) of the Equipment (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease without notice, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (b) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Notwithstanding anything contained in the Lease to the contrary, so long as no default shall have occurred and be continuing, Lessee may, at Lessee's option, purchase the Equipment leased pursuant to this Lease on an "as is, where is" basis, without representation or warranty, express or implied, at the end of the Lease Term at a price equal to the Fair Market Value thereof, plus applicable taxes. Fair Market Value shall be the retail in-place value of the Equipment as determined solely by Lessor. This purchase option as applicable shall only be available if Lessee gives Lessor 90 days' prior written notice of Lessee's irrevocable intent to exercise such option and Lessor and Lessee shall have agreed to all terms and conditions of such purchase prior to the expiration date of the Lease Term. Until the Equipment is returned as required below, all terms of the Lease shall remain in full force and effect including the obligation to pay Rent calculated on a monthly basis.
16. **RETURN OF EQUIPMENT.** If (a) default occurs, (b) a non-appropriation of funds occurs as provided herein, or (c) Lessee does not exercise its purchase option at the end of the Lease Term, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with this Lease, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. Lessee will pay

Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent calculated on a monthly basis until the Equipment is received and accepted by Lessor.

17. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a state or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the constitution and laws of the state in which they are located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which are genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority; (g) Lessee intends to use the Equipment for the entire Lease Term for such function and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill Lessee's obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; and (j) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.
18. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves its principal office or changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
19. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate.
20. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee Upon an assignment, Lessee agrees to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns.
21. **COLLECTION EXPENSES, OVERDUE PAYMENT.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge 5% of such overdue amount, limited, however, to the maximum amount allowed by law.
22. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
23. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
24. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents, warrants and covenants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until this Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Jurisdiction or in the possession, custody or control of a Sanctioned Person; (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Jurisdiction or Sanctioned Person; (b) the proceeds of this Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States, including but not limited to any Anti-Terrorism Laws; and (e) no Equipment is or will become Embargoed Property. Lessee covenants and agrees that (a) it shall immediately notify Lessor in writing upon the occurrence of a Reportable Compliance Event; and (b) if, at any time, any Equipment becomes Embargoed Property, in addition to all other rights and remedies available to Lessor, upon request by Lessor, Lessee shall provide substitute Equipment acceptable to Lessor that is not Embargoed Property.

As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries, all other obligors, all owners of the foregoing, and all brokers or other agents of Lessee acting in any capacity in connection with this Lease; "**Embargoed Property**" means any property (a) in which a Sanctioned Person holds an interest; (b) beneficially owned, directly or indirectly, by a Sanctioned Person; (c) that is due to or from a Sanctioned Person; (d) that is located in a Sanctioned Jurisdiction; or (e) that would otherwise cause any actual or possible violation by Lessor of any applicable Anti-Terrorism Law if Lessor were to obtain an encumbrance on, lien on, pledge of or security interest in such property or provide services in consideration of such property; "**Reportable Compliance Event**" means (1) any Covered Entity becomes a Sanctioned Person, or is indicted, arraigned, investigated or custodially detained, or receives an inquiry from regulatory or law enforcement officials, in connection

with any Anti-Terrorism Law or any predicate crime to any Anti-Terrorism Law, or self-discovers facts or circumstances implicating any aspect of its operations with the actual or possible violation of any Anti-Terrorism Law; (2) any Covered Entity engages in a transaction that has caused or may cause Lessor to be in violation of any Anti-Terrorism Laws, including a Covered Entity's use of any proceeds of the Lease to fund any operations in, finance any investments or activities in, or, make any payments to, directly or indirectly, a Sanctioned Jurisdiction or Sanctioned Person; or (3) any Equipment becomes Embargoed Property; "**Sanctioned Jurisdiction**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.

25. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.
26. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code. To the extent Lessee is permitted by applicable law, Lessee waives any rights they now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, intent to sale the Equipment at a public or private sale, or which may otherwise limit or modify any of Lessor's rights or remedies. Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
27. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Santa Fe
("**Lessee**")
X _____
Authorized Signature
ALAN WEBBER
Print Name
MAYOR
Title:

_____
Date

205 Caja del Rio Road
Santa Fe, NM 87507

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Sep 20, 2021 11:31 MDT)
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PNC Equipment Finance, LLC
("**Lessor**")
X _____
Authorized Signature
Lauren Thompson
Print Name
Operations Manager Sr.
Title:

655 Business Center Drive
Horsham, PA 19044

CERTIFICATE OF ACCEPTANCE

Lease Number: 98995658-1

In compliance with the terms, conditions and provisions of Lease Agreement # 98995658-1 ("**Lease**") by and between the undersigned **City of Santa Fe** ("**Lessee**") and PNC Equipment Finance, LLC ("**Lessor**"), Lessee hereby:

1. certifies and warrants that all Equipment described in the Lease referenced above ("**Equipment**") is delivered, inspected and fully installed, and operational as of the Acceptance Date as indicated below;

2. accepts all the Equipment for all purposes under the Lease and all attendant documents as of the date of return of this Certificate to Lessor ("**Acceptance Date**"); and

3. restates and reaffirms, as of such Acceptance Date, each of the representations, warranties and covenants heretofore given to Lessor in the Lease.

Lessor is hereby authorized to insert serial numbers on the Lease.

City of Santa Fe
("Lessee")

X Melissa McDonald
Authorized Signature

MELISSA A. MCDONALD
Print Name

Parks Division Director
Title:

10-4-21
Date

205 Caja del Rio Road
Santa Fe, NM 87507

RESOLUTION AND CERTIFICATE OF INCUMBENCY
Lease Number 98995658-1

Lessee: **City of Santa Fe**

WHEREAS, Lessee, a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State or Commonwealth (the "State") is authorized by the laws of the State to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Lease Agreements or lease schedules ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Lessee.

WHEREAS, PNC Equipment Finance, LLC ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Lessee:

Section 1. Either one of the Mayor Alan Webber OR _____ (each an "Authorized Representative") acting on behalf of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Leases on behalf of the Lessee.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Lessee as set forth therein.

Section 4. The Lessee's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Lessee's obligations under the Leases shall not constitute general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

SIGNATURES AND TITLES OF AUTHORIZED REPRESENTATIVES: AUTHORIZED LEASE SIGNORS ONLY

Name Alan Webber	Title Mayor	Signature
Name	Title	Signature

ADOPTED AND APPROVED on this _____, 20__.

Section 7. I, the undersigned Secretary/Clerk identified below, does hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee, a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: **City of Santa Fe**

_____ [SEAL]
Signature of Secretary/Clerk of Lessee

Print Name: Kristine Mihelcic-Bustos
Official Title: City Clerk
Date:

PNC EQUIPMENT FINANCE

Request for Insurance

July 5, 2021

City of Santa Fe
Course Name: Marty Sanchez Links de Santa Fe Golf Course
205 Caja del Rio Road
Santa Fe, NM 87507
Lease Number: 98995658-1

RE: Insurance Coverage Requirements for Equipment Financing Transaction between
PNC Equipment Finance, LLC and City of Santa Fe dba Marty Sanchez Links de Santa Fe Golf Course

Before funding your transaction, PNC Equipment Finance, LLC requires evidence of appropriate insurance coverage on the equipment described in your transaction documents. Please forward this request to your insurance company, agent or broker as soon as possible and ask for the evidence of insurance to be sent to the address below.

PNC Equipment Finance, LLC will have an insurable interest in the following equipment:

Quantity	Description	Serial No.
75	(75) E-Z-GO RXV Elite	

As a condition to entering into the equipment financing transaction, PNC Equipment Finance, LLC requires the following at all times during the term of the transaction:

1. All of the equipment must be insured for its full insurable value on a 100% replacement cost basis.

2. PNC Equipment Finance, LLC must be named as lender loss payee under a property insurance policy insuring all risks to the equipment, including fire, theft, and other customary coverage under an "extended coverage" endorsement, with a deductible not to exceed $10,000 per occurrence.

3. PNC Equipment Finance, LLC must receive evidence that a comprehensive general liability insurance policy is in place with a minimum coverage of $1,000,000. PNC Equipment Finance, LLC must be named as an additional insured under the liability policy.

4. Each property insurance policy must contain a lender's loss payable clause, or special endorsement, in which the insurer agrees that any loss will be payable in accordance with the policy terms, notwithstanding any act or negligence of the insured.

5. Each policy must provide for 30 days' written notice to PNCEF prior to any cancellation, non-renewal or amendment of the policy.

The evidence of insurance can consist of a Certificate of Insurance naming PNC Equipment Finance, LLC as follows:

PNC Equipment Finance, LLC, and its successors and assigns, as lender loss payee
Attn: Insurance Department
655 Business Center Drive, Suite 250
Horsham, PA 19044

When completed, the evidence of insurance should be provided to the following address:

PNC Equipment Finance, LLC
655 Business Center Drive, Suite 250
Horsham, PA 19044

PNC EQUIPMENT FINANCE

Customer Information

Lease # 98995658-1

Please provide the following information. By providing such information, you will enable us to ensure prompt payment of your vendor and the correct processing of your lease transaction.

Thank you.

Lessee Information

Full Business Legal Name: City of Santa Fe		Federal Tax ID Number: 856000168	
Invoices should be directed to: City of Santa Fe		Attention: Melissa A. McDonald	
Address 205 Caja del Rio Road		City: Santa Fe	State: NM Zip: 87507

Preferred Method of Payment: (Please check)

[x] Monthly Invoice (Mail)	
Invoices should be directed to: Melissa McDonald	Attention:
Address 205 Caja del Rio Road	City: 205 Caja del Rio Road
[x] Monthly Invoice (Email)	Email: mamcdonald@santafenm.gov
Billing Contact: Melissa A. McDonald	

Contact Information

In order to verify receipt of equipment and review terms and conditions of the lease, please provide contact information for one or more staff that can assist in this process.

Contact 1: Melissa A. McDonald	Phone: 505-303-9502
Email: mamcdonald@santafenm.gov	
Contact 2:	Phone:
Email:	

I hereby attest the above information is accurate.

Signature X Melissa McDonald	Date 10-4-21

Email:

PNC EQUIPMENT FINANCE

Notification of Tax Treatment

PNC Equipment Finance, LLC a Delaware limited liability company ("**PNC**"), is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. If you select that you are exempt by marking one of the checkboxes below, you must provide a valid exemption certificate. If you do not provide this certificate *prior* to the booking of your transaction, you will be responsible for sales tax on all accrued payments.

- If tax has been remitted up front and financed into your lease payment, your account will not be marked sales tax exempt if you provide an exemption certificate after your transaction has been booked.
- If your tax is remitted on a monthly basis, your lease may be marked sales tax exempt for the remaining payments left to be invoiced if you provide a valid exemption certificate after your transaction has been booked.
- In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if your lease is subject to tax or whether a valid exemption exists.

Sales Tax

☐ I agree that my lease is subject to sales/use tax.
☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to PNC.
☐ I am claiming a partial exemption from tax. I have attached a completed exemption certificate or other documented proof of this partial exemption.
☐ I agree that my business is subject to sales/use tax and I have attached a completed resale certificate. This certificate indicates that I will be responsible for collection and remittance of sales/use tax based on the subsequent re-rental of the property.

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area?

☒ Inside city limits ☐ Outside city limits ☐ Unincorporated area

Property Tax

☐ I have a valid abatement or property tax exemption (documentation attached).
☐ Location: State _____
Taxing District _____

Additional comments:

_____

_____

_____

Lease Number 98995658-1

Lessee: City of Santa Fe

Signature: X

Print Name: Alan Webber

Title: Mayor

Date:

PLEASE COMPLETE AND SIGN FORM

PNC EQUIPMENT FINANCE

PO BOX 931034 CLEVELAND OH 44193-0004

INVOICE

INVOICE NUMBER	INVOICE DATE
98995658-1	07/05/2021
CONTRACT NUMBER	**DUE DATE**
98995658-1	Upon Receipt

City of Santa Fe
ATTN:

BILLING SUMMARY	
DOCUMENTATION FEE	250.00 USD

TOTAL AMOUNT DUE: $250.00

PNC Equipment Finance, LLC (USD)
PO BOX 931034
CLEVELAND OH 44193-0004

City of Santa Fe (LESSEE) and PNC Equipment Finance, LLC (LESSOR) ADDENDUM

This agreement incorporates the additional terms and conditions in the addendum between PNC EQUIPMENT FINANCE, LLC (LESSOR) and the CITY OF SANTA FE (LESSEE).

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the LESSEE 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 LESSEE 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.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the LESSEE for the performance of this Agreement. If sufficient appropriations and authorization are not made by the LESSEE, this Agreement shall terminate upon written notice being given by the LESSEE to LESSOR. The LESSEE's decision as to whether sufficient appropriations are available shall be accepted by LESSOR and shall be final.

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, LESSOR 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.

Signature Lines required:

City of Santa Fe: (LESSEE)

_____
Alan Webber, Mayor

Date:_____

Attest:

_____
Kristine Bustos Mihelcic, City Clerk

Lessor:
PNC Equipment Finance, LLC.

Lauren Thompson Operations Manager Sr.
Name & Title

Date: 10/1/2021

City Attorney's Office:

Marcos Martinez
Marcos Martinez (Oct 20, 2021 08:11 MDT)

Senior Assistant City Attorney

Approved for Finances:

Mary McCoy, Finance Director

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 & Co. Insurance Brokers of CA, Inc. LIC #0726293 18201 Von Karman, Suite 200 Irvine CA 92612	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 949-349-9857 **FAX (A/C, No):** 949-349-9957 **E-MAIL ADDRESS:**
INSURED City of Santa Fe Bradley Fluetsch P.O. Box 909 Santa Fe NM 87504	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** The Travelers Indemnity Company of CT — 25682 **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** Travelers Property Casualty Co of America — 25674 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1714420114 **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: X POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		ZLP-15N80223	7/1/2021	7/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,050,000 $ 300,000 $ $ 1,050,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X $50,000 SIR			810-2C410241	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,050,000 $ $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			ZUP-15N80235	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SP4065357	7/1/2021	7/1/2022	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)

Certificate holder is included as Additional Insured as respects:

Certificate holder is named as Additional Insured and Loss Payee as respect (75) E-Z-GO RXV Elite

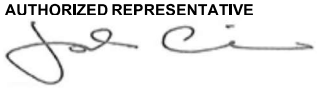
CERTIFICATE HOLDER

PNC Equipment Finance, LLC
655 Buisness Center Drive
Horsham, PA 19044

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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MEMORANDUM OF INSURANCE

DATE
15-Sep-2021

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=3535836. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. **A** See List Below
INSURED The PNC Financial Services Group, Inc., Including subsidiaries Three PNC Plaza 225 Fifth Avenue, 4th Floor, Pittsburgh Pennsylvania 15222 United States	Co. **B** Co. **C** Co. **D** Co. **E** Co. **F**

COVERAGES

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 MEMORANDUM 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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS (LIMITS IN USD UNLESS OTHERWISE INDICATED)	
A	**GENERAL LIABILITY** Commercial General Liability Occurrence	GL 6547175	01-Sep-2021	01-Sep-2022	GENERAL AGGREGATE	10,000,000
					PRODUCTS - COMP/OP AGG	INCLUDED
					PERSONAL AND ADV INJURY	5,000,000
					EACH OCCURRENCE	5,000,000
					FIRE DAMAGE (ANY ONE FIRE)	5,000,000
					MED EXP (ANY ONE PERSON)	2,500
A A A	**AUTOMOBILE LIABILITY** Any Auto	CA 7030987 (AOS) CA 7030988 (VA) CA 7030989 (MA)	01-Sep-2021 01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022 01-Sep-2022	COMBINED SINGLE LIMIT	5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
A	**EXCESS LIABILITY** Umbrella Form	XEU G27891342 007	01-Sep-2021	01-Sep-2022	EACH OCCURENCE	10,000,000
					AGGREGATE	10,000,000
A	**WORKERS COMPENSATION / EMPLOYERS LIABILITY**	WC Policies - Various: See Below	01-Sep-2021	01-Sep-2022	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	1,000,000
					EL DISEASE - POLICY LIMIT	1,000,000
					EL DISEASE - EACH EMPLOYEE	1,000,000
A	Excess Workers' Comp/Emp Liab $500,000 SIR Per Accident	XWC 1647289 (OH)	01-Sep-2021	01-Sep-2022	EL Each Accident EL Disease - Policy Limit EL Disease - Each Employee	$1,000,000 $1,000,000 $1,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
15-Sep-2021

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PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
The PNC Financial Services Group, Inc., Including subsidiaries
Three PNC Plaza
225 Fifth Avenue, 4th Floor, Pittsburgh
Pennsylvania 15222
United States

ADDITIONAL INFORMATION

WITH RESPECT TO THE GENERAL LIABILITY POLICY:

Policy No. GL 6547175
National Union Fire Insurance Company of Pittsburgh PA

You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such loss.

WITH RESPECT TO THE AUTOMOBILE LIABILITY POLICIES:

Following is a description of the policies applicable to this coverage:

Policy No. CA 7030987
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: AL, DE, FL, GA, IL, IN, KS, KY, MD, MI, MN, MO, NC, NJ, OH, PA, SC, TN, TX, WI, WV

Policy No. CA 7030988
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: VA

Policy No. CA 7030989
National Union Fire Insurance Company of Pittsburgh, PA
States Covered: MA

You are an ADDITIONAL INSURED (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This insurance is primary and non-contributory if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has

waived its rights of recovery in your contract or agreement that is executed before such loss.

WITH RESPECT TO THE UMBRELLA LIABILITY POLICY:

Policy No. XEU G27891342 007
ACE Property and Casualty Insurance Company

WITH RESPECT TO THE WORKERS' COMPENSATION POLICIES:

Following is a description of the policies applicable to this coverage:

Policy No. WC 016393334
AIU Insurance Company
States Covered: AL, AR, AZ, CO, CT, DC, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, OK, PA, RI, SC, TN, TX, UT, VA, WV

Policy No. WC 016393332
AIU Insurance Company
States Covered: CA

Policy No. WC 016393335
AIU Insurance Company
States Covered: NY

Policy No. WC 016393336
Illinois National Insurance Company
States Covered: OR

Policy No. WC 016393333
AIU Insurance Company
States Covered: WA, WI, WY

The Insuring Company will waive its right of recovery if The PNC Financial Services Group, Inc. or its subsidiaries has waived its rights of recovery in your contract or agreement that is executed before such a loss.

WITH RESPECT TO THE EXCESS WORKERS' COMPENSATION POLICY (OH):

Policy No. XWC 1647289
National Union Fire Insurance Company of Pittsburgh, PA

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https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=3535836

For any questions, contact Sam Baliga (sam.baliga@marsh.com).

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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Memorandum of Insurance

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BROKER
Beecher Carlson Insurance Services, LLC
6 Concourse Parkway, Suite 2300
Atlanta, GA 30328

INSURED
The PNC Financial Services Group. Inc. including subsidiaries
Three PNC Plaza
225 Fifth Avenue, 4th Floor
Pittsburgh, PA 15222
United States

Coverages

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 memorandum 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.

Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits	
Commercial "All Risk" Property, Including Business Interruption	Various (See Below)	05/01/2021	05/01/2022	Subject to Policy terms, conditions, sub-limits and deductibles	Amount not to exceed $10,000,000

WITH RESPECT TO THE PROPERTY POLICIES:
Following is a description of the policies applicable to this coverage:

Primary $10 Million:

Lexington Insurance Company (AIG) – Policy Number 018257183 (12.5%)
Everest Indemnity Insurance Company – Policy Number RP5P000045-211 (5%)
Starr Surplus Lines Insurance Company – Policy Number SLSTPTY11454821 (15%)
Westport Insurance Company (Swiss Re) – Policy Number NAP 0452269-07 (5%)
National Fire & Marine Insurance Company (Berkshire) – Policy Number 42-PRP-301273-05 (10%)
ACE American Insurance Company (Chubb) – Policy Number CX D38078586 004 (15%)
Continental Casualty Company (CNA) – Policy Number RMP- 6073041002 (5%)
Liberty Mutual Fire Insurance Company – Policy Number MJ2-L9L-451868-041 (12.5%)
Endurance American Specialty Insurance Company (Sompo) – Policy Number GPF10011058804 (20%)

YOU ARE LOSS PAYEE or MORTGAGEE (as applicable) if required in your contract or agreement with The PNC Financial Services Group, Inc. or its subsidiaries.

This Insurance is primary and non-contributory, if required in your contract or agreement with The PNC Financial Services Group, Inc., or its subsidiaries.

The Insurance Company will waive its rights of recovery in your contract or agreement that is executed before such a loss.

All Risk Property Limit includes flood coverage subject to terms and conditions of the policy.

All Risk Property Limit includes coverage while in the course of construction subject to terms and conditions of the policy.

All Risk Property Deductible = $2,500,000 per occurrence; however, other deductibles may apply per the policy terms and conditions.

For any questions, contact Judith Boich (jboich@beechercarlson.com) regarding Property coverage. The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modification hereto is unauthorized.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203029**

Contractor: **PNC, LLC**

Description: **Equipment Lease for Golf Carts**

Contract ☐ Agreement ☐ Lease / Rent ☉ Amendment ☐

Term Start Date: **1-14- 2022** Term End Date: **1-14-2026**

☑ 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: **Equiptment Lease**

Fran Delaway (Oct 25, 2021 08:52 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Use of a CES contract for issuance of a lease agreement

4. Funding Source: **530 (MRC)** Org / Object: **5300271 / 562600**

Andy Hopkins (Oct 8, 2021 09:31 MDT) Oct 8, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Melissa A. McDonald** MAM Phone # **505-303-9502**

Email: **mamcdonald@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

GB PWD PARK MRC PNC EQUIP LEASE

Final Audit Report 2021-10-08

Created:	2021-10-08
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAgtdAUWfII23hw6gchEu8OI7n3pBAaaHr

"GB PWD PARK MRC PNC EQUIP LEASE" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-10-08 - 2:08:01 PM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-10-08 - 2:10:23 PM GMT

Email sent to mamcdonald@santafenm.go bounced and could not be delivered
2021-10-08 - 2:10:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-10-08 - 3:16:51 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-10-08 - 3:31:34 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-10-08 - 3:31:37 PM GMT

Email sent to mamcdonald@santafenm.go bounced and could not be delivered
2021-10-08 - 3:31:46 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-10-08 - 4:26:47 PM GMT

Document declined by Fran Dunaway (fadunaway@santafenm.gov)
2021-10-08 - 4:31:40 PM GMT

Region 4 Education Service Center (ESC)

Contract # R210201

for

Golf, Utility and Hospitality Carts

with

E-Z-GO Division of Textron Inc.

Effective: October 1, 2021

E-Z-GO and Cushman

Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services

Overview

Contract Documentation

Utility Vehicles

Personnel Transportation Vehicles

Industrial Vehicles

Sustainability

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Golf, Utility and Hospitality Carts

Region 4 ESC - TX

Contract Number: R210201

October 1, 2021 through September 30, 2024
Option to renew for two (2) additional one-year periods through September 30, 2026.

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents

Golf, Utility and Hospitality Carts, Parts, Accessories, Supplies and Related Services

Region 4 ESC - TX

Contract Number: R161101

January 1, 2017 through December 31, 2019
Option to renew for two (2) additional one-year periods through December 31, 2021
RENEWED THROUGH December 31, 2021

Executive Summary

- Executive Summary
- Pricing
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Board Recommendation and Approval
- Contract Award Letter
- Contract Amendment 1
- Contract Renewal 1
- Contract Renewal 2
- Contract Update 1
- Contract Update 2
- Contract Update 3
- Contract Update 4

Response Evaluation

- Supplier Response to RFP
- Supplier Response to RFP - Additional Information
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication
- RFP Response Receipt List and Opening Sign-In Sheet

REQUEST CONTRACT INFORMATION





Contact Information

Brittney Booz
National Accounts Manager

Email: bbooz@Textron.com
Phone: 706-755-5553

SUPPLIER WEBSITE

The following documents comprise the executed contract between the Region 4 Education Service Center and E-Z-GO Division of Textron Inc. effective October 1, 2021:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between E-Z-GO Division of Textron Inc ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Golf, Utility and Hospitality Carts("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R210201_ for _Golf, Utility and Hospitality Carts_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: E-Z-GO Division of Textron Inc.

Address: 1451 Marvin Griffin Rd

City/State/Zip: Augusta, GA 30906

Telephone No.: 401-457-2327

Email Address: mwilliams@textron.com

Printed Name: Maryellen Williams

Title: Contracts Administrator

Authorized signature: Maryellen Williams

Accepted by Region 4 ESC:

Contract No. R210201

Initial Contract Term October 1, 2021 to September 30, 2024

Margaret L. Bass

Region 4 ESC Authorized Board Member

6/29/2021

Date

Margaret S. Bass

Print Name

Linda Tinnerman

Region 4 ESC Authorized Board Member

6/29/2021

Date

Linda Tinnerman

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
14/4	7 Days Delivery	7 days should be switched to 6-8 weeks	Agreed
17/4	Additional Services	Notwithstanding the foregoing, the parties agree that Offeror may, at time of quote, issue an additional fee of up-to three hundred and fifty (350) United States Dollars for set-up and local delivery. Exact amount will depend on the specific order and destination. When applicable, Region 4 ESC shall include such additional fee in the Purchase Order.	Agreed

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7d

Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 11/29/2021
Governing Body: 12/08/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Four-Year Equipment Lease Agreement in the Total Amount of $367,186.56 Inclusive of New Mexico GRT with PNC Equipment Finance, LLC. for Golf Carts at Marty Sanchez Links de Santa Fe Golf Course. (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 505-955-6840)

Committee	**Review:**
Public Works and Utilities	Committee: 11/08/2021
Finance	Committee: 11/29/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Recovery Center (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to cover the cost of living in a Bridge Home.

B. This amendment extends assistance to cover all housing costs related to attaining and maintaining housing in scattered site locations in addition to the Bridge Homes.

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1A of the Agreement is hereby deleted. A new Article 1A of the Agreement is inserted to read as follows:

A. Provide 2 – 6 months of housing assistance (covering rent, utilities, deposits, and arrears) at the Bridge Homes or other residential locations for clients that have completed SFRC's residential program or who are outpatient clients and meet criteria established by the Contractor. This criteria will be provided to the City prior to funds being used at a scattered site location. If assistance is provided other than one of the Bridge Homes, the following applies:

1) Contractor has verified that client is precariously housed or at risk of experiencing homelessness.

2) Contractor follows procedures required by rapid rehousing funds

(units meet basic quality standards, written leases in the renter's first language are used, and rent reasonableness standards are followed).

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CONTRACTOR:
SANTA FE RECOVERY CENTER

By: _____
SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE

Marcos Martinez

Marcos Martinez (Oct 21, 2021 11:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

MARY MCCOY
FINANCE DIRECTOR

2400223.510500

BUSINESS UNIT/LINE ITEM

AJH

AJH

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Recovery Center (SFRC)** 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 utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide 2 months of rental assistance to cover the cost of living in a "Bridge Home" which offers a sober living environment for residents who have completed SFRC's residential treatment program but aren't ready for independent living. Bridge Homes also offer peer support, case management, a food allowance, and support for other services such as transportation, employment and positive social networks.

B. Serve 82 households, including women and their young children ages 0-3, with targeted Area Median Income (AMI) ranges as follows:

1) 57 households earning no more than 30% AMI

2) 13 households earning 30 - 50% AMI

3) 12 households earning 50 - 80% AMI

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its

employees, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed sixty seven thousand dollars ($67,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($67,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. 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. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM87507

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

CONTRACTOR:
SANTA FE RECOVERY CENTER

Sylvia Barela
Sylvia Barela (May 7, 2021 13:06 MDT)

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 01-778794-00-7
City of Santa Fe Business Registration
No. 149637

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 19:19 MDT)

KRISTINE BUSTOS MIHELCIC XIV
CITY CLERK

GB MTG 6/30/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2021 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 12, 2021 11:59 MDT)

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

SF Recovery 2021/2022 contract $67,000

Final Audit Report 2021-05-07

Created:	2021-05-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8YTnMFPnJRxVFWL20wP4em_IA7sK91i

"SF Recovery 2021/2022 contract $67,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-07 - 6:05:09 PM GMT- IP address: 63.232.20.2

Document emailed to Sylvia Barela (sbarela@sfrecovery.org) for signature
2021-05-07 - 6:06:52 PM GMT

Email viewed by Sylvia Barela (sbarela@sfrecovery.org)
2021-05-07 - 7:05:43 PM GMT- IP address: 63.158.122.227

Document e-signed by Sylvia Barela (sbarela@sfrecovery.org)
Signature Date: 2021-05-07 - 7:06:06 PM GMT - Time Source: server- IP address: 63.158.122.227

Agreement completed.
2021-05-07 - 7:06:06 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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)

Original Contract

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 13:00 MDT)

Purchasing Officer Review: May 31, 2021 Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** _____ **Org / Object:** **2400223.510500**

Andy Hopkins

Andy Hopkins (May 26, 2021 10:14 MDT)

Budget Officer Approval: May 26, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYblvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:30:53 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:51:34 PM GMT- IP address: 63.232.20.2

Document emailed to AGL (agladd@santafenm.gov) for signature
2021-05-12 - 9:51:55 PM GMT

Email viewed by AGL (agladd@santafenm.gov)
2021-05-12 - 9:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/31/2020

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507
CONTACT NAME: George Segura	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 28651 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	D & O			PHSD1482651	09/23/2019	09/23/2020	Directors and Officers Aggr	$ 2,000,000
D	EPLI			PHSD1482651	09/23/2019	09/23/2020	EPLI Per Claim Limit	$ 2,000,000
								$
								$
								$
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								$
								$
								$
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								$

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center - Sober Living

Procurement Title: RFP: 21/25/P

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 Office of Afford Housing Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (May 31, 2021 13:00 MDT)	Chief Procurement Officer	May 31, 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

CRS Number: 01-778794-00-7

Owner: SYLVIA BARELA

License Number: 149637

License Type: Business License - Renewable

Issued Date: January 05, 2021

Classification: Business Registration - Standard

Expiration Date: January 05, 2022

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

City of Santa Fe, New Mexico

memo

DATE: October 26, 2021

TO: Finance Committee – November 29, 2021
Quality of Life Committee – December 1, 2021
City Council – December 9, 2021

VIA: Richard Brown, Community Development Director Richard Brown

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Oct 26, 2021 14:16 MDT)

RE: Approval of Amendment #1 to Santa Fe Recovery Center AHTF Contract

---

ACTION REQUESTED:

Review and approve amendment #1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes". Compensation does not change.

BACKGROUND

In February of 2020, the Santa Fe Recovery Center applied for Affordable Housing Trust Funds (AHTF) to pay rents at its designated "Bridge Homes". These are houses rented by SFRC to provide a transitional and sober living environment for clients who have completed in-patient recovery programs at the Santa Fe Recovery Center but are not quite ready to live on their own. Staying at the Bridge Homes enables residents to live rent-free while they stabilize in their recovery and also gain employment and/or financial stability

ITEM and ISSUE

Over the course of the program year, SFRC staff realized that for some clients providing tenant-based rental assistance at a non-congregate location works better than living at one of the Bridge Homes. An amendment to the current scope of work to enable the assistance to be provided at scattered site locations was requested. The City will require that the SFRC follow the guidelines of other tenant-based rental assistance programs concerning eligibility protocol, rent restrictions and housing quality standards.

Memo - SF Recovery Center amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8lkm8xxo0YjtnRmUhVKBR9RsA4mCuAdl

"Memo - SF Recovery Center amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 7:58:21 PM GMT- IP address: 63.232.20.2

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2021-10-26 - 7:58:53 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-10-26 - 8:01:31 PM GMT- IP address: 63.232.20.2

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-10-26 - 8:02:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:02:02 PM GMT

Adobe Sign

Memo - SFRC amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjoy2sUcjH2x1gNILzLGACRU676MmeSSc

"Memo - SFRC amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 8:12:10 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-10-26 - 8:12:30 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-10-26 - 8:15:59 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-10-26 - 8:16:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:16:16 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center - AMendment**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ Approved by Council Date: 6/30/2021

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0329

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: N/A

☐ Approved by Council Date:

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract - $67,000

Amendment #1 - Amending the Scope of Work to Provide 2-6 months of housing assistance

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (Nov 1, 2021 17:49 MDT) Nov 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: ?

4. **Funding Source:** **Org / Object:** **2400223.510500**

Andy Hopkins (Nov 1, 2021 17:01 MDT) Nov 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SF Recovery Center

Procurement Title: RFP: 21/25/P

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 Office of Afford Housing Staff Name Roberta Catanach

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)
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☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
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☐	☑	Purchasing Officers approval for exempt procurement
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☑	☐	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:

Roberta Catanach	Contract Administrator	10/21/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Nov 1, 2021 17:49 MDT)	Chief Procurement Officer	Nov 1, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2021

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Michael Latting PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-4985 Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance — 18058 INSURER B : New Mexico Mutual Casualty Compa — 40627 INSURER C : VantaPro Specialty Insurance — 44768 INSURER D : Allied World Insurance Company — 22730 INSURER E : Atlantic Specialty Insurance C — 27154 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			5088-1224-01	08/31/2021	08/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5091-0301-01	08/31/2021	08/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5090-0334-01	08/31/2021	08/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			43642.117	06/07/2021	06/07/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-01	08/31/2021	08/31/2022	Aggregate: $3,000,000	$ 1,000,000
E	D & O			MML-20846-21	09/23/2021	09/23/2022	Directors and Officers Per Claim	$ 2,000,000

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

...

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87502

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 COVERAGES OVERFLOW

DATE (MM/DD/YYYY): 10/06/2021

PRODUCER	INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

CONTACT NAME:	PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext):
Michael Latting	(505) 982-4302	(505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	EPLI			MML-20846-21	09/23/2021	09/23/2022	EPLI Per Claim Limit $ 2,000,000
							$
							$
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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
10/06/2021

CERTIFICATE HOLDER:	INSURED:
City of Santa Fe PO Box 909 Santa Fe NM 87502	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

DESCRIPTION OF OPERATIONS CONTINUED:

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies. ...

Rally for Recovery to be held on 9/25/2021 on the City of Santa Fe's Midtown Campus

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for approval of Amendment # 1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes." Compensation does not change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6B Request for approval of Amendment # 1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes." Compensation does not change. (Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
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
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 30, 2021 (the "Agreement"), between the City of Santa Fe (the "City") and Santa Fe Recovery Center (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor shall utilize funds to cover the cost of living in a Bridge Home.

B. This amendment extends assistance to cover all housing costs related to attaining and maintaining housing in scattered site locations in addition to the Bridge Homes.

C. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1A of the Agreement is hereby deleted. A new Article 1A of the Agreement is inserted to read as follows:

A. Provide 2 – 6 months of housing assistance (covering rent, utilities, deposits, and arrears) at the Bridge Homes or other residential locations for clients that have completed SFRC's residential program or who are outpatient clients and meet criteria established by the Contractor. This criteria will be provided to the City prior to funds being used at a scattered site location. If assistance is provided other than one of the Bridge Homes, the following applies:

1) Contractor has verified that client is precariously housed or at risk of experiencing homelessness.

2) Contractor follows procedures required by rapid rehousing funds

(units meet basic quality standards, written leases in the renter's first language are used, and rent reasonableness standards are followed).

2. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the date signed by the City set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

Date: _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CONTRACTOR:
SANTA FE RECOVERY CENTER

By: _____
SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

CITY ATTORNEY'S OFFICE

Marcos Martinez

Marcos Martinez (Oct 21, 2021 11:38 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES

MARY MCCOY
FINANCE DIRECTOR

2400223.510500

BUSINESS UNIT/LINE ITEM

AJH

AJH

CITY OF SANTA FE

AFFORDABLE HOUSING TRUST FUND (AHTF) 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 **Santa Fe Recovery Center (SFRC)** 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 utilize Affordable Housing Trust Funds (AHTF) to provide the following affordable housing project for the City:

A. Provide 2 months of rental assistance to cover the cost of living in a "Bridge Home" which offers a sober living environment for residents who have completed SFRC's residential treatment program but aren't ready for independent living. Bridge Homes also offer peer support, case management, a food allowance, and support for other services such as transportation, employment and positive social networks.

B. Serve 82 households, including women and their young children ages 0-3, with targeted Area Median Income (AMI) ranges as follows:

1) 57 households earning no more than 30% AMI

2) 13 households earning 30 - 50% AMI

3) 12 households earning 50 - 80% AMI

C. Participate in the NM Coordinated Entry System (CES), managed by the NM Coalition to End Homelessness (NMCEH), as follows:

1) Ensure that shelter intake staff is trained in completing an assessment identified by the New Mexico Coalition to End Homelessness (NMCEH) CES.

2) Complete the Assessment with all persons experiencing homelessness who present to the agency for housing services and provide the completed assessments to NM CES by either sending them to NMCEH or entering them into HMIS (depending on Contractor's level of HMIS and CES Access).

3) Select from the NM CES prioritized list to fill openings when appropriate.

4) Participate in case conferencing when intakes result in new clients who end up on the priority list so that the process moves beyond status updates to focus on action-oriented housing outcomes.

D. Contractor will report to the City on a quarterly basis the use of funds, program outcomes achieved, AMI% of assisted households, size of household, and other demographic information as required by the City's quarterly reporting form.

E. Provide accurate and thorough recordkeeping copies on file for annual monitoring to include income verification, certification, and other supporting documentation to support the financial assistance provided.

F. Professional Certifications

1) The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its

employees, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed sixty seven thousand dollars ($67,000). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($67,000). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City

that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor

or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of city funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

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

7. 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. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and 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: Office of Affordable Housing
PO Box 909
Santa Fe, NM 87504-0909
rlcatanach@ci.santa-fenm.us

To the Contractor: Santa Fe Recovery Center
5312 Jaguar Drive
Santa Fe, NM87507

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

CONTRACTOR:
SANTA FE RECOVERY CENTER

Sylvia Barela
Sylvia Barela (May 7, 2021 13:06 MDT)

SYLVIA BARELA
CHIEF EXECUTIVE DIRECTOR

New Mexico Taxation and Revenue
Dept: CRS# 01-778794-00-7
City of Santa Fe Business Registration
No. 149637

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jul 12, 2021 19:19 MDT)

KRISTINE BUSTOS MIHELCIC XIV
CITY CLERK

GB MTG 6/30/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 6, 2021 15:10 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jul 12, 2021 11:59 MDT)

MARY MCCOY
FINANCE DIRECTOR

2400223.510500 AJH
AJH
ORG/OBJ

SF Recovery 2021/2022 contract $67,000

Final Audit Report 2021-05-07

Created:	2021-05-07
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy8YTnMFPnJRxVFWL20wP4em_IA7sK91i

"SF Recovery 2021/2022 contract $67,000" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-07 - 6:05:09 PM GMT- IP address: 63.232.20.2

Document emailed to Sylvia Barela (sbarela@sfrecovery.org) for signature
2021-05-07 - 6:06:52 PM GMT

Email viewed by Sylvia Barela (sbarela@sfrecovery.org)
2021-05-07 - 7:05:43 PM GMT- IP address: 63.158.122.227

Document e-signed by Sylvia Barela (sbarela@sfrecovery.org)
Signature Date: 2021-05-07 - 7:06:06 PM GMT - Time Source: server- IP address: 63.158.122.227

Agreement completed.
2021-05-07 - 7:06:06 PM GMT

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ 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)

Original Contract

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (May 31, 2021 13:00 MDT)

Purchasing Officer Review: May 31, 2021 Date:

Comment & Exceptions: RFP 21/25/P AHTF Multiple Award Contract one year 7/1/21-6/30/22 FY 22

4. **Funding Source:** _____ **Org / Object:** **2400223.510500**

Andy Hopkins

Andy Hopkins (May 26, 2021 10:14 MDT)

Budget Officer Approval: May 26, 2021 Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: May 11, 2021

To: Quality of Life Committee – June 16, 2021
Finance Committee – June 21, 2021
City Council – June 30, 2021

Via: Richard Brown, Director Community & Economic Development Richard Brown

From: Alexandra Ladd, Director, Office of Affordable Housing AGL AGL (May 12, 2021 15:55 MDT)

Re. Approval of RFP# 21/25/P and 2021-22 AHTF Contracts

ACTION REQUESTED:
Review and approve the allocation for the 2021-2022 Affordable Housing Trust Fund (AHTF) and the attached contracts awarded in response to RFP# 21/25/P (Total: $1,225,000)

RFP# 21/25/P (AHTF)	CONTRACT#	VENDOR #	ORG #	OBJ#	AMOUNT
ADELANTE Family Assistance Project	3202688	1027	2400223	510500	**$100,000.00**
ESPERANZA SHELTER, INC. Transitional Housing	3202683	8950	2400223	510500	**$132,744.00**
HABITAT FOR HUMANITY Mortgage Reduction	3202686	2677	2400223	510500	**$ 80,000.00**
HOMEWISE Mortgage Reduction	3202684	2481	2400223	510500	**$150,000.00**
HOUSING TRUST Arroyo Oeste	3202687	1570	2400223	510500	**$ 97,000.00**
LIFE LINK Rental Assistance Fund	3202685	1340	2400223	510500	**$148,256.00**
SF RECOVERY CENTER Sober Living Rental Support	3202692	2761	2400223	510500	**$ 67,000.00**
SF CIVIC HOUSING AUTHORITY Villa Consuelo	3202691	1667	2400223	510500	**$ 200,000.00**
ST ELIZABETH Santa Fe Suites	3202689	1552	2400223	510500	**$ 150,000.00**
YOUTHWORKS Shelter Now	3202690	2400	2400223	510500	**$ 100,000.00**

BACKGROUND
Affordable Housing Trust Funds (AHTF) are generated from development activity (developer fees, pre-inclusionary housing agreements), payoffs of City-held liens, and land sales from Tierra Contenta. When the funds reach a threshold balance, the City funds affordable housing projects and activities to benefit income-qualified grantees. Eligible housing activities are outlined in SFCC Chapter 26-3. Uses of funds are determined by the housing needs identified in the City's Five Year Strategic Housing Plan and regulated by the NM Mortgage Finance Authority for compliance with the NM Affordable Housing Act.

ITEM and ISSUE

Every year, the City's Office of Affordable Housing issues two RFPs: one for the allocation of CDBG funds and the second for AHTF funds. The intent of the simultaneous procurement is that the funds are complementary. CDBG can assist direct beneficiaries earning less than 80% of the area median income (AMI) and AHTF can assist earners up to 120% of the AMI. Likewise, CDBG funds can be used to support public services and public facilities while AHTF is used only for affordable housing, whether for capital costs or direct financial assistance to income qualified beneficiaries. Because AHTF funds are local revenue, criteria for how they are used can be more localized to better meet Santa Fe's unique needs.

In early February 2021, RFP #P/21/24 and RFP #P/21/25 were posted. Eight (8) applications were submitted for CDBG funding and eleven (11) for the AHTF funds. The Community Development Commission (CDC) met on March 3, 2021 to hear applicant presentations. Seven (7) CDBG applications and ten (10) AHTF applications were deemed responsive and eligible for funding. Funding amounts were determined based on RFP criteria, as well as a variety of factors related to priority needs identified in the City's Consolidated Plan and other goals identified in the Five Year Affordable Housing Strategic Plan.

RFP# 21/25 PY 2021-22		
Recommended Projects	**Qualified Grantee**	**Total Funding Amount**
Single Family Home Construction - *Project management/ predevelopment costs for 40 unit subdivision in Tierra Contenta (40+% affordability)*	Housing Trust (Arroyo Oeste)	**$97,000**
Rental Unit Repair – *Reconstruct two buildings burned during prior year rehabilitation project*	SF Civic Housing Authority (Villa Consuelo Apartments Fire Damage)	**$200,000**
Mortgage Principal Reduction – *Provide no interest, no payment "soft second" loans to bring down the amount of mortgage required to buy a home*	Habitat for Humanity	**$80,000**
	Homewise	**$150,000**
Rental Assistance – *Provide financial assistance to income qualified renters for rent, utilities, deposits, arrears for the purpose of keeping housed, re-housing quickly, or stabilizing precarious housing situations. Three grantees (Esperanza, SF Recovery Center, and St Elizabeth Shelter) will dedicate assistance at specific sites to make units or living situations affordable for clients living at those sites.*	Santa Fe Recovery Center (Sober Living "Bridge" Homes)	**$67,000**
	Youthworks (Shelter Now Rental Assistance)	**$100,000**
	SFPS – Adelante Family Assistance Porject	**$100,000**
	Life Link Rental Assistance Fund	**$148,256**
	Esperanza Shelter Inc. (Transitional Living)	**$132,744**
	St. Elizabeth Shelter (Santa Fe Suites)	**$150,000**
	Total AHTF	**$1,225,000.00**

Packet_Memo_2021_AHTF_revised

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgTBFYblvMWeHki57GzrX1HvS1irYqKid

"Packet_Memo_2021_AHTF_revised" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:30:53 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-05-12 - 9:31:40 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-05-12 - 9:40:01 PM GMT- IP address: 71.228.116.134

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-05-12 - 9:40:12 PM GMT - Time Source: server- IP address: 71.228.116.134

Agreement completed.
2021-05-12 - 9:40:12 PM GMT

Adobe Sign

AHTF - Memo 2021-2022

Final Audit Report 2021-05-12

Created:	2021-05-12
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOtxFoMiLzR5pYdrenQWZt7VXQuoFTYjF

"AHTF - Memo 2021-2022" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-05-12 - 9:51:34 PM GMT- IP address: 63.232.20.2

Document emailed to AGL (agladd@santafenm.gov) for signature
2021-05-12 - 9:51:55 PM GMT

Email viewed by AGL (agladd@santafenm.gov)
2021-05-12 - 9:54:51 PM GMT- IP address: 63.232.20.2

Document e-signed by AGL (agladd@santafenm.gov)
Signature Date: 2021-05-12 - 9:55:17 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-05-12 - 9:55:17 PM GMT

Adobe Sign

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY)
08/31/2020

PRODUCER		INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550		Santa Fe Recovery Center 5312 Jaguar Drive Santa Fe NM 87507
CONTACT NAME: George Segura	PHONE (A/C, No, Ext): (505) 982-4302	PHONE (A/C, No, Ext): (505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 28651 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	D & O			PHSD1482651	09/23/2019	09/23/2020	Directors and Officers Aggr	$ 2,000,000
D	EPLI			PHSD1482651	09/23/2019	09/23/2020	EPLI Per Claim Limit	$ 2,000,000
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$
								$

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Santa Fe Recovery Center - Sober Living

Procurement Title: RFP: 21/25/P

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 Office of Afford Housing Staff Name Roberta Catanach

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:

Roberta Catanach	Contract Administrator	05/06/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaney (May 31, 2021 13:00 MDT)	Chief Procurement Officer	May 31, 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
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: SANTA FE RECOVERY CENTER
DBA: SANTA FE RECOVERY CENTER

Business Location: 5312 JAGUAR DR
SANTA FE , NM 87507

CRS Number: 01-778794-00-7

Owner: SYLVIA BARELA

License Number: 149637

License Type: Business License - Renewable

Issued Date: January 05, 2021

Classification: Business Registration - Standard

Expiration Date: January 05, 2022

Fees Paid: $35.00

SANTA FE RECOVERY CENTER
5312 JAGUAR DR
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

Ver 16 2/7/2020

City of Santa Fe, New Mexico

memo

DATE: October 26, 2021

TO: Finance Committee – November 29, 2021
Quality of Life Committee – December 1, 2021
City Council – December 9, 2021

VIA: Richard Brown, Community Development Director Richard Brown

FROM: Alexandra Ladd, Director, Office of Affordable Housing Alexandra Ladd
Alexandra Ladd (Oct 26, 2021 14:16 MDT)

RE: Approval of Amendment #1 to Santa Fe Recovery Center AHTF Contract

---

ACTION REQUESTED:

Review and approve amendment #1 to the Santa Fe Recovery Center AHTF Contract to change the scope of work, expanding the use of AHTF funds to cover tenant-based rental assistance at locations additional to the "Bridge Homes". Compensation does not change.

BACKGROUND

In February of 2020, the Santa Fe Recovery Center applied for Affordable Housing Trust Funds (AHTF) to pay rents at its designated "Bridge Homes". These are houses rented by SFRC to provide a transitional and sober living environment for clients who have completed in-patient recovery programs at the Santa Fe Recovery Center but are not quite ready to live on their own. Staying at the Bridge Homes enables residents to live rent-free while they stabilize in their recovery and also gain employment and/or financial stability

ITEM and ISSUE

Over the course of the program year, SFRC staff realized that for some clients providing tenant-based rental assistance at a non-congregate location works better than living at one of the Bridge Homes. An amendment to the current scope of work to enable the assistance to be provided at scattered site locations was requested. The City will require that the SFRC follow the guidelines of other tenant-based rental assistance programs concerning eligibility protocol, rent restrictions and housing quality standards.

Memo - SF Recovery Center amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8lkm8xxo0YjtnRmUhVKBR9RsA4mCuAdl

"Memo - SF Recovery Center amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 7:58:21 PM GMT- IP address: 63.232.20.2

Document emailed to rich brown (rdbrown@santafenm.gov) for signature
2021-10-26 - 7:58:53 PM GMT

Email viewed by rich brown (rdbrown@santafenm.gov)
2021-10-26 - 8:01:31 PM GMT- IP address: 63.232.20.2

Document e-signed by rich brown (rdbrown@santafenm.gov)
Signature Date: 2021-10-26 - 8:02:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:02:02 PM GMT

Adobe Sign

Memo - SFRC amendment

Final Audit Report 2021-10-26

Created:	2021-10-26
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjoy2sUcjH2x1gNILzLGACRU676MmeSSc

"Memo - SFRC amendment" History

Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2021-10-26 - 8:12:10 PM GMT- IP address: 63.232.20.2

Document emailed to Alexandra Ladd (agladd@santafenm.gov) for signature
2021-10-26 - 8:12:30 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
2021-10-26 - 8:15:59 PM GMT- IP address: 63.232.20.2

Document e-signed by Alexandra Ladd (agladd@santafenm.gov)
Signature Date: 2021-10-26 - 8:16:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-10-26 - 8:16:16 PM GMT

Adobe Sign

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202692**

Contractor: **Santa Fe Recovery Center - AMendment**

Description: **Sober Living - Rental Assistance**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **07/01/2021** Term End Date: **06/30/2022**

☐ Approved by Council Date: 6/30/2021

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 21-0329

Increase/(Decrease) Amount $ N/A

Extend Termination Date to: N/A

☐ Approved by Council Date:

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

Original Contract - $67,000

Amendment #1 - Amending the Scope of Work to Provide 2-6 months of housing assistance

3. **Procurement History:** **RFP: 21/25/P**

Fran Dunaway (Nov 1, 2021 17:49 MDT) Nov 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: ?

4. **Funding Source:** **Org / Object:** **2400223.510500**

Andy Hopkins (Nov 1, 2021 17:01 MDT) Nov 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Roberta Catanach** Phone # **505-955-6421**

Email: **RLCatanach@santafenm.gov**

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: SF Recovery Center

Procurement Title: RFP: 21/25/P

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 Office of Afford Housing Staff Name Roberta Catanach

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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
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☑	☐	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:

Roberta Catanach	Contract Administrator	10/21/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Duraway (Nov 1, 2021 17:49 MDT)	Chief Procurement Officer	Nov 1, 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2021

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 Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	CONTACT NAME: Michael Latting PHONE (A/C, No, Ext): (505) 982-4302 FAX (A/C, No): (505) 989-9186 E-MAIL ADDRESS:
INSURED (505) 471-4985 Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance — 18058 INSURER B : New Mexico Mutual Casualty Compa — 40627 INSURER C : VantaPro Specialty Insurance — 44768 INSURER D : Allied World Insurance Company — 22730 INSURER E : Atlantic Specialty Insurance C — 27154 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **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	
C	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			5088-1224-01	08/31/2021	08/31/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestatio	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1M/2M
C	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			5091-0301-01	08/31/2021	08/31/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			5090-0334-01	08/31/2021	08/31/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			43642.117	06/07/2021	06/07/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
C	Professional Liability			5088-1224-01	08/31/2021	08/31/2022	Aggregate: $3,000,000	$ 1,000,000
E	D & O			MML-20846-21	09/23/2021	09/23/2022	Directors and Officers Per Claim	$ 2,000,000

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

...

CERTIFICATE HOLDER

City of Santa Fe

PO Box 909

Santa Fe NM 87502

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE COVERAGES OVERFLOW

DATE (MM/DD/YYYY): 10/06/2021

PRODUCER	INSURED
Daniels Insurance, Inc.-Santa Fe PO Box 4550 Santa Fe NM 87502-4550	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

CONTACT NAME:	PHONE (A/C, No, Ext):	PHONE (A/C, No, Ext):
Michael Latting	(505) 982-4302	(505) 471-4985

ADDITIONAL COVERAGES **CERTIFICATE NUMBER:** Cert ID 32824 **REVISION NUMBER:**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	EPLI			MML-20846-21	09/23/2021	09/23/2022	EPLI Per Claim Limit $ 2,000,000
							$
							$
							$
							$
							$
							$
							$
							$
							$
							$
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							$
							$
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							$
							$
							$

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
10/06/2021

CERTIFICATE HOLDER:	INSURED:
City of Santa Fe PO Box 909 Santa Fe NM 87502	Santa Fe Recovery Center Inc 5312 Jaguar Drive Santa Fe NM 87507

DESCRIPTION OF OPERATIONS CONTINUED:

Where required by written contract or agreement, Certholder is included as an additional insured on GL/Auto Liability policies. The GL/Auto Liability policies contain Blkt Add'l Insd Provision that establishes the scope of Add'l Insd coverage granted to the Certholder. Where permitted by state law, and per Blkt Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certholder by reason of payments made under the GL/Auto Liability policies but only under the circumstances stated in the policies. ...

Rally for Recovery to be held on 9/25/2021 on the City of Santa Fe's Midtown Campus

City of Santa Fe, New Mexico

memo

DATE: October 25, 2021

TO: Public Works / Public Utilities, Finance & Governing Body

VIA: Mary McCoy
Mary T. McCoy, Finance Director

FROM: David A. Chapman, Grant Administrator DAC

ISSUE: Request approval of a Budget Amendment Resolution (BAR) in the amount of $100,000.00 for the Kitchen Angels Project # 20-E2738.

20-E2738, $100,000.00 Appropriation Reversion Date: 30-Jun-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe. The City will act as fiscal agent and provide grant administrative services and oversight for this funding. The expected timeframe to complete this project is 12 months.

SUMMARY: Severance Tax Bond Agreement 20-E2738 between the State of New Mexico and the City of Santa Fe for Kitchen Angels was fully executed on September 13, 2021. This grant does not require matching funds and is funded n a reimbursement basis. The City of Santa Fe will act as the fiscal agent and city staff will administer the grant.

MUNIS CONTRACT #: 3202781 **Project String:** COM345C **ORG** 3459981 Obj 572970

ACTION: Please accept this BAR so that the appropriate Budget adjustment can be made.

Enclosures:
Procurement Checklist
Professional Service Contract (PSC)
Severance Tax Bond (STB) 20-E2738
BAR
Summary of Contracts
Business Registration and Good Standing
Certificate of Insurance

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Kitchen Angels

Procurement Title: Kitchen Angels Facility Improvements

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ Severance Tax Bond

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

Department Requesting Public Works Department Staff Name David A. Chapman 660-2619

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: Severance Tax Bond #20-E2738

David A. Chapman — David A. Chapman, Grant Administrator — Sep 23, 2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway — Fran Dunaway, Chief Procurement Officer — Sep 28, 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.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

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

DEPARTMENT / DIVISION NAME	DATE
Public Works Department / Engineering Division	9/16/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
WIP Construction	3459981	572970	COM345C	100,000	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
NM Dept of Finance Adm	3459981	490210	COM345C	(100,000)	
				$ -	$ -

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

Re: New Mexico Legislative Severance Tax Bond Agreement Kitchen Angels 20-E2738

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

David A. Chapman
David A. Chapman (Sep 23, 2021 12:46 MDT)
Prepared By *(print name)* dac Date

Division Director Signature *(optional)* Date

Regina Wheeler
Regina Wheeler (Sep 23, 2021 12:58 MDT)
Department Director Signature raw 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 (Sep 24, 2021 11:[illegible] MDT)
Budget Officer ajh Date

Finance Director *(≤ $5,000)* acl Date

City Manager *(≤ $60,000)* jla Date

City of Santa Fe, New Mexico

memo

DATE: October 24, 2021

TO: Jarel LaPan Hill, City Manger

FROM: David A. Chapman, Grant Administrator

ISSUE: Request approval of a Professional Service Contract (PSC) between the City of Santa Fe and Kitchen Angels, Project # 20-E2738, in the amount of $100,000.00. This will enable the BAR to move forward to committees.

20-E2738, $100,000.00 Appropriation Reversion Date: 30-Jun-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe. The City will act as fiscal agent and provide grant administrative services and oversight for this funding. The expected timeframe to complete this project is 12 months.

SUMMARY: Severance Tax Bond Agreement 20-E2738 between the State of New Mexico and the City of Santa Fe for Kitchen Angels was fully executed on September 13, 2021. This grant does not require matching funds and is funded n a reimbursement basis. The City of Santa Fe will act as the fiscal agent and city staff will administer the grant.

MUNIS CONTRACT #: 3202781 **Project String:** COM345C **ORG** 3459981 **OBJ** 592970

ACTION: Please accept these PSC between the City of Santa Fe and Kitchen Angels.

Enclosures:
Procurement Checklist
Professional Service Contract (PSC)
Severance Tax Bond (STB) Agreement 20-E2738
BAR
E-mail correspondence

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 KITCHEN ANGELS, INC., a non-profit in good standing in the State of New Mexico, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

WHEREAS, the 2020 Legislature of the State of New Mexico (State) appropriated one hundred thousand dollars ($100,000.00) in state funds (the Appropriation) to plan, design, construct renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe County. The project is identified as Project No. 20-E2738 **(Exhibit A)**; and

WHEREAS, the reversion date for the appropriation is June 30, 2024; and

WHEREAS, the 2018 Legislature of the State of New Mexico (State) appropriated $218,300.00 minus two thousand one hundred eight-three dollars ($2,183.00) for Arts in Public Places in capital outlay for a net amount of $216,117.00 (the Appropriation) to plan, design, renovate, construct, improve, and equip a facility and to purchase and install information technology, including related equipment, furniture and infrastructure for a meals program serving homebound and special need individuals in Santa Fe in Santa Fe County. The project is identified as Project No. 18-C2574; and

WHEREAS, the City has determined that it is in the best interest of the welfare of the citizens of the City of Santa Fe to enter into this Agreement for the purposes of effectuating the City's role as fiscal agent for the Appropriation; and

WHEREAS, the City owns in fee simple the land and the building within which the improvements and equipment to be paid for ty the Appropriation will be located; and

WHEREAS, for the foreseeable future, City will continue to own the improvements and equipment to paid for by the Appropriation; and

WHEREAS, the Contractor shall continue to provide the City a meal program serving a low-income, homebound, chronically or terminally ill population in Santa Fe in Santa Fe County; and

WHEREAS, therefore the Appropriation, this Agreement, and the City's role as fiscal agent for the Appropriation are in compliance with Section 14, Article IX of the New Mexico Constitution (the "Anti-Donation Clause"), and

WHEREAS, as a condition precedent to this Agreement, the City must first enter into a grant agreement (Grant Agreement) with the State of New Mexico Department of Finance and Administration (DFA), to enable the City to serve as fiscal agent to the Appropriation; and

WHEREAS, any unexecuted prior draft agreements concerning the same Appropriation have no force or effect; and

WHEREAS, the Contractors has entered in to an "Initial Term" of twenty years (20) years with two (2) "optional Additional Terms of (10) years each. The Lease Agreement is effective August 1, 2016. **(Exhibit B)**; and

WHEREAS, there is a "Provision of Services to Offset Monetary Rent" in said Lease and the Contractor's in-kind valuation off-set is described in Section 2.5 of the Lease Agreement.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall serve as the project manager for the Project, and shall Coordinate all aspects of the planning, designing and construction, renovation, purchase, furnishing, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe County. The Contractor shall submit periodic project reports to the City in accordance with Article 2 of this Agreement.

B. *Performance Measures.*

1) The Contractor represents that it possesses the personnel, experience, and knowledge necessary to perform the services described under this Agreement.

2) The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

2. **Project Reporting.**

A. Monthly Project Manager Status Reports. The Contractor shall submit Project construction status reports (Monthly Project Manager Status Reports) to the City's Public Works Director and the City's Grant Administrator by the 15th day of each month during the construction and implementation phase of the Project in order to facilitate the City's Capital Project Monitoring System (CPMS) and Grant Agreement reporting requirements. The Monthly Project Manager Status Reports shall detail for the preceding month: the Project construction work; the methods and procedures used to implement the Project; a description of any problems or delays that have occurred; and a detailed accounting of Project expenditures including, without limitation, the name of and financial obligation to sub-contractors and vendors, and the total amount of the Appropriation expended to date. Monthly Project Manager Status Reports shall be submitted to the City until such time as the full amount of the Appropriation has been expended, the Project's construction is complete, and the Project is accepted by the City.

B. Quarterly Service Value Statements. The Contractor shall submit Quarterly Service Value Statements for the duration of the Agreement. For Quarter 1 January 1 through March 31 the Quarterly Service Value Statement is due by April 30. For Quarter 2 April 1 through June 30 the Quarterly Service Value Statement is due by July 31. For Quarter 3 July 1 through September 30 the Quarterly Service Value Statement is due by October 31. For Quarter 4 October 1 through December 31 Quarterly Service Value Statement is due by January 31.

C. Final Project Manager Report. The Contractor shall submit the final report (Final Report) to the City's Public Works Director and the City's Grant Administrator within 10 days of the Project's reversion date, or within 10 days of early termination, whichever first occurs. In the Final Report, the Contractor shall certify that all Appropriation funds have been completed and funds expended in accordance with all of the requirements of this Agreement, and in compliance with all applicable state and regulatory requirements.

D. Requests for Additional Information/Project Inspection. The City may require additional information as deemed necessary and the City and the DFA and shall be permitted by the Contractor to conduct onsite inspections of the Project. The Contractor shall respond to requests for

information regarding the Project within a reasonable period of time.

3. **General Project Conditions.**

A. Compliance with Law and Procurement Code. Appropriation funds must be spent in accordance with applicable laws, regulations, policies, and guidelines, including but limited to, the City's Procurement Code (a.k.a, the City's Purchasing Manual).

B. Certification of Non-Interest. By the time the Contractor submits its first application for payment, the Contractor shall certify to the City that no member, officer, or employee of the City (or its designees or agents), no member of the governing body of the locality of which the program is situated, and no other public official that exercises any functions or responsibilities with respect to the Project during his/her tenure (or for one year thereafter) shall have any interests (direct or indirect) in the Contractor or any contract or subcontract, or the process thereof, for work to be performed in connection with the Project that is the subject of this Agreement.

C. The Contractor shall certify that such a Certification of Non-Interest provision shall be included in all contracts and subcontracts in connection with the Project.

D. The Contractor shall at no time convert any property acquired or developed with Appropriation funds to uses other than those specified for the Project under this Agreement.

4. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed a sum not to exceed One Hundred Thousand Dollars ($100,000.00) including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed $100,000.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

5. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY

THE CITY. This Agreement shall terminate on **June 30, 2024** 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **Merger.**

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

17. **Penalties for violation of law.**

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

18. **Equal Opportunity Compliance.**

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

19. **Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect

to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

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

21. **Professional Liability Insurance**. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

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

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

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

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

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

23. **Records and Financial Audit.**

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. **Indemnification.**

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. **New Mexico Tort Claims Act**

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

26. **Invalid Term or Condition.**

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

27. **Enforcement of Agreement.**

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

28. **Notices.**

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:	To Contractor:
City of Santa Fe:	Kitchen Angels
Attn: David A. Chapman	Attn: Tony L. McCarty
P.O. Box 909	1222 Siler Road
Santa Fe, NM 87504-0909	Santa Fe, NM 87507
dachapman@santafenm.gov	tmccarty@kitchenangels.org

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

30. Additional Terms

A. State Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico (Legislature) for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or early termination of this Agreement by the City or the DFA/LGD.

B. General Conditions and Restrictions.

1. The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. For every contract or project in excess of sixty thousand dollars ($60,000), the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. The Contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment commuted at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

2. The Contractor warrants that no officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Agreement, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement. Contractor shall incorporate into all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

3. Contractor shall certify to the City that no funds have been paid or will be paid by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of this agency or body in connection with this Agreement, the Appropriation, of the awarding of any Third Party

Obligation. Contractor shall incorporate into all subcontracts the language set forth in this paragraph prohibiting lobbying to be included in the award documents for all sub awards including but not limited to subcontracts, loans and cooperative agreements. Contractor shall certify that such language has thus been incorporated.

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

CITY OF SANTA FE:

Jarel LaPan Hill
Jarel LaPan Hill (Oct 25, 2021 08:48 MDT)

JAREL LAPAN HILL, CITY MANAGER

DATE: Oct 25, 2021

CONTRACTOR:
KITCHEN ANGELS, INC.

Tony L. McCarty

TONY L. McCARTY, EXECUTIVE DIRECTOR

DATE: 10.8.2021
CRS# 02-265457-00-7
City of Santa Fe
Registration # 224267

ATTEST:

KRISTINE BUSTOS-MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:
Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

3459981.572970
Business Unit Line Item

A

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 9 day of Sep, 20 21, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the City of Santa Fe, hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2020, Chapter 81, Section 35, Para. 394, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

20-E2738 $100,000.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 394, One Hundred Thousand Dollars ($100,000.00) to plan, design, construct, renovate, purchase, furnish, equip and install improvements, including information technology and related equipment, furniture and infrastructure, for a meals program serving homebound and special needs individuals in Santa Fe in Santa Fe county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars ($100,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars ($0.00), which equals One Hundred Thousand Dollars ($100,000.00) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I (A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee	City of Santa Fe
Name	David A. Chapman
Title	Grant Administrator - Writer
Address	P. O. Box 909, Santa Fe, NM 87504-0909
Email	dachapman@santafenm.gov
Telephone	505-955-2010

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department	DFA/Local Government Division
Name	Maria Urban
Title	Project Manager
Address	Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email	maria.urban@state.nm.us
Telephone	505-827-8061

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I (A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2024**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI (A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of five (5) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

:C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Santa Fe may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Santa Fe's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Santa Fe, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Santa Fe or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges, warrants, and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the City of Santa Fe may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Santa Fe's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V (A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

City of Santa Fe
Entity Name

By: Jarel LaPan Hill
(Type or Print Name)

Its: City Manager
(Type or Print Title)

Jarel LaPan Hill
Jarel LaPan Hill (Sep 3, 2021 13:11 MDT)
Signature of Official with Authority to Bind Grantee

Sep 3, 2021
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Donnie Quintana
Signature

09/09/2021
Date

CITY OF SANTA FE

Jarel LaPan Hill

Jarel LaPan Hill (Sep 13, 2021 08:27 MDT)

JAREL LAPAN HILL,
CITY MANAGER

DATE: Sep 13, 2021

ATTEST:

KRISTINE BUSTOS-MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 12, 2021 09:47 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED: FOR FINANCES

Mary McCoy

MARY McCOY,
FINANCE DIRECTOR

3459981.572970

BUSINESS UNIT/LINE ITEM

S111 20-P2728 Meals Program aka Kitchen Angels dac

DAC

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (*If Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or Fiscal Agent (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR

DEBORAH K. ROMERO
ACTING CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

October 22, 2020

Alan Webber
Mayor, City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501

Re: Special Conditions for City of Santa Fe Capital Outlay Projects, per E.O. 13-006

Dear Mayor Webber:

Our many thanks to you and the other City of Santa Fe representatives for a very productive meeting on Monday, October 19th, concerning certification of the City of Santa Fe for purposes of the Executive Order 2013-006 and New Mexico Capital Outlay projects. As discussed, in accordance with E.O. 2013-006, the following uniform funding criteria must be met for a Local Government grantee to be eligible to receive a grant of a State Capital Outlay appropriation:

a. for the most recently concluded fiscal year, a grantee must have timely submitted to the federal government all forms and federal single audit documentation required under the federal Single Audit Act of 1984, as amended, and Office of Management and Budget Circular No. A-133, if the due date for the report under federal law has passed. A federal single audit report is timely submitted for purposes of this criterion if submitted by any extended due date granted by the grantee's federal cognizant agency;
b. in the case of a grantee whose most recent federal single audit raises concerns about the grantee's ability to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired with grant funds:
    1. the grantee must have remedied the inadequacies in its accounting methods and procedures to the satisfaction of the State agency making the grant;
    2. **the State agency making the grant must have determined that it can impose and has the resources to implement special grant conditions that adequately address the inadequacies in the grantee's accounting methods and procedures; or**
    3. the State agency making the grant must have determined that another appropriate entity is able and willing to act as fiscal agent for the grant.

The Department of Finance and Administration (herein referred to as "Department") agrees that certification of the City of Santa Fe in accordance with the established uniform funding criteria would be possible provided that the following Special Conditions are implemented:

Special Conditions for All 2020 Appropriations

1. The City will participate in quarterly reconciliation meetings with the Department and provide status reports regarding the Audit Corrective Action Plan; and
2. The City's Grants Management Division or its Finance Director shall verify and approve that all documents related to encumbrance (Notice of Obligation) are eligible activities and consistent with the project(s) appropriation language per NMAC 2.61.6., prior to being submitted to the Department; and
3. The City's Grants Management Division or its Finance Director shall approve and verify that all documents related to reimbursement are encumbered (Department-approved Notice of Obligation), accurate, reported in the Department's database (http://cpms.dfa.state.nm.us) and submitted in a timely manner.
4. The City will use fund ***30300 State Legislative Appropriation Project*** and revenue line item ***47300 State Legislative Appropriations*** to budget all state capital outlay project grant awards on the Local Government Budget Management System (LGBMS) to allow for better tracking of quarterly financial activity related to these projects; and
5. The City will provide annually an audited detailed listing of all assets acquired with State Capital Outlay grant funds that identifies the Department administering such projects. In doing so, the City will provide to the Department a copy of the policies and procedures used to inventory capital and infrastructure assets; and

These Special Conditions will be included in the Inter-Governmental Agreement (IGA) for each City of Santa Fe project. The Special Conditions will remain in place for the duration of the project unless and until the Department is satisfied that the E.O. 13-006 uniform funding criteria has been met such that certain Special Conditions may be eliminated, in which case the Department will notify the City of Santa Fe in writing.

We welcome your comments and suggestions as to how to make these conditions effective. Please respond by close of business on Friday, November 6, 2020. If you should have any questions, you may call me at 505-470-7935.

Sincerely,



Eric Chenier
Chief Financial Officer
Department of Finance and Administration

Cc: Deborah K. Romero, Acting Cabinet Secretary, Department of Finance and Administration
Donnie Quintana, LGD Director, Department of Finance and Administration
Jarel Lapan Hill, City Manager, City of Santa Fe
Mary McCoy, Finance Director, City of Santa Fe

EXHIBIT
tabbies
B

ITEM # 16-0724

TRANSFER AND LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND KITCHEN ANGELS, INC.

SFC CLERK RECORDED 08/12/2016

This TRANSFER AND LEASE AGREEMENT (Agreement) is made and entered into this 29TH day of JULY, 2016 by and between the CITY OF SANTA FE, a municipal corporation (City or Lessor) and KITCHEN ANGELS, INC., a New Mexico nonprofit corporation (Kitchen Angels or Lessee), collectively the "Parties".

WHEREAS, Kitchen Angels currently owns a building known as the "Coll-Green Angel Depot Building" (the Building) and site improvements (the Site Improvements) upon 2.125 acres of land owned by the City located at 1222 Siler Road in the City and County of Santa Fe, New Mexico known as "Lease Parcel A" as shown on **Exhibit A** of this Agreement (the Land); and

WHEREAS, the State of New Mexico legislature (the State) has appropriated public funds for capital improvements to the Kitchen Angels Building and may appropriate additional public funds for capital improvements to the Kitchen Angels Building in the future; and

WHEREAS, because the capital improvements to the Kitchen Angels Building will benefit a nonprofit entity, the State's appropriations were, and are, based and conditioned on commitments contained in the State-required Legislative Council Service Capital Outlay Request Forms to ensure compliance with the anti-donation clause of Article IX, §14 of the New Mexico Constitution; and

WHEREAS, the commitments contained in the Legislative Council Service Capital Outlay Request Forms were, and are, that a political subdivision of the state: (i) "*is or will be the owner of the asset and the fiscal agent for the nonprofit entity*"; (ii) "*will lease the asset to the nonprofit entity at fair market value*" and (iii) "*will ensure that the nonprofit entity maintains the asset*"; and

WHEREAS, the City is a municipal corporation that is a political subdivision of the State and has agreed to serve as the fiscal agent for Kitchen Angels for the purpose of the administration of the appropriated public funds; and

WHEREAS, the City intends to make a determination that Kitchen Angels, as intended Lessee of the Building, Site Improvements and Land (hereinafter referred to collectively as the Premises), qualifies under the procurement code as the sole source for providing Services through programs and activities upon the Premises, as described in Article II.5.A of this Agreement.

NOW THEREFORE, Kitchen Angels desires to transfer title in fee simple to the Building and Site Improvements to the City, and the City desires to lease the Premises to Kitchen Angels pursuant to this Agreement.

WITNESSETH:

In consideration of the Parties' promises herein, Kitchen Angels transfers title in fee simple to the Building and Site Improvements to the City pursuant to the transfer provisions of this Agreement and the City (Lessor) hereby gives Kitchen Angels (Lessee) a lease, revocable and terminable pursuant to the lease provisions of this Agreement, to enter on, make use of, and develop the real property of the Lessor as follows:

I. TRANSFER

1. QUITCLAIM DEED

As condition precedent to the lease provisions in this Agreement, Kitchen Angels shall transfer to City, title in fee simple to the following real property via quitclaim deed attached hereto as **Exhibit B:**

> The existing building known as the Coll-Green Angel Depot Building located at 1222 Siler Road, Santa Fe, New Mexico and all existing site improvements appurtenant thereto upon a certain parcel of land lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007.

2. RECORDATION

Kitchen Angels shall be responsible for recording the transfer of the Building and Site Improvements to the City in the Santa Fe County Clerk's Office within one week of full execution of the quitclaim deed and shall provide a copy of such recording to the City Clerk within one week of recording.

II. LEASE

1. PRIOR AGREEMENTS

The Parties agree that this Agreement replaces in its entirety the previous Lease Agreement between City and The Food Depot and Kitchen Angels, Inc. entitled "LEASE AGREEMENT" dated February 9, 2000 (City Item #00-0039) and the amendment to the previous Lease Agreement entitled "REVISED AMENDMENT NO. 1 TO THE LEASE AGREEMENT BETWEEN THE CITY OF SANTA FE AND THE KITCHEN ANGELS AND THE FOOD DEPOT" dated October 16, 2009 (City Item #09-0991).

2. PREMISES

Lessor allows Lessee to use, occupy, and develop, subject to the lease terms and conditions of this Agreement (hereinafter referred to as the Lease Agreement), the Premises as described herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

3. EFFECTIVE DATE

This Lease Agreement shall become effective August 1, 2016 (the Effective Date).

4. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of twenty years (20) years with two (2) "Optional Additional Terms" of ten (10) years each. The Initial Term and any Optional Additional Terms are hereinafter referred to collectively as the "Term".

Lessee's exercise of any Optional Additional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Optional Additional Term. In

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the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

5. USE OF PREMISES

A. Provision of Specific Services. Lessee shall use and develop the Premises, and/or cause the Premises to be used and developed, solely for the specific purpose of delivering services related to provision of free, nutritious meals to residents of Santa Fe and other Northern New Mexico communities who are homebound, in a health crisis, lack the resources for regular meals, and who are not eligible for other local meal services, by cooking, packaging, and delivering meals to these residents, the majority of whom live below Federal Poverty Guidelines (the Services). Lessee agrees to actively use and develop the Premises, and/or cause the Premises to be actively used and developed, to deliver the above Services. The Services provided by Lessee may be modified from time to time by written agreement of the Parties to account for changes in community needs, changes in Lessee's and/or Lessee's Sublessee's capacities to provide new or different services, or other similar changes attributable to the passage of time.

B. Development of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, develop the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section II.5.A above. For the purposes of this Lease Agreement, development shall include: (i) construction of new buildings, structures or site improvements; and/or (ii) improvements or alterations to the existing Premises.

C. Ownership of Improvements. Lessor shall own any improvements that the Lessee or its Sublessee(s) place, or cause to be placed, on the Premises during the Term of this Lease Agreement, unless the Parties agree otherwise in writing. Upon termination of this Lease Agreement, title to any and all such improvements shall pass to Lessor.

D. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove the trade fixtures, Lessor may require Lessee to remove the same. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

E. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs and replacements that arise during the Term of this Lease Agreement.

In the event Lessee fails to maintain the Premises at a standard acceptable to the

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Lessor as determined in Lessor's sole discretion, Lessor may terminate this Agreement, in accordance with Section II.14 herein.

F. Compliance with Laws. Use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

6. SUBLEASE

A. Lessee's Right to Sublease. In furtherance of Lessee's use and development of the Premises pursuant to Section II.5 of this Agreement, with the prior written consent of the Lessor, Lessee may sublease portions of the Premises to other not-for-profit organizations, community groups, or governmental entities (each hereinafter a Sublessee) that provide Services. Lessee shall be the "Sublessor" to any Sublessee(s) of the Premises. Lessee shall include a provision in all subleases that the subtenant shall attorn to Lessor as landlord upon termination or expiration of this Agreement. Lessee shall provide copies of all Sublease agreements to Lessor upon request.

B. Existing Sublessees. With the exception of the existing Sublessees listed in this Section II.6.B, this Lease Agreement does not constitute Lessor's consent for Lessee to sublease the Premises to any existing Sublessee or tenant in occupation of any portion of the Premises as of the Effective Date of this Lease Agreement.

Notwithstanding the above paragraph, Lessor hereby consents, subject to the provisions of this Lease Agreement, to the Sublease and continued use of the Premises and provision of Services by "Feeding Santa Fe, Inc." (Feeding Santa Fe) in accordance with any existing agreements in place prior to the Effective Date of this Lease Agreement. Lessee hereby agrees that it shall become the Sublessor to Feeding Santa Fe and that Feeding Santa Fe shall become a Sublessee pursuant to the provisions of this Lease Agreement.

7. RENT

Rent shall be paid as follows:

A. Rent during Initial Term. During the Term of and in consideration of this Lease Agreement and the demise of the Premises by Lessor to Lessee, Lessee hereby agrees and covenants with Lessor to pay for said Premises the annual fair market rent (the Rent) as established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico (the 2016 Appraisal), to be provided for Lessor's approval by and at Lessee's sole expense within sixty (60) days after the Effective Date of this Lease Agreement. Rent during the Initial Term shall be subject to increases in accordance with Section II.7.C below.

The Parties agree that Lessee may use and occupy the Premises beginning on the Effective Date provided that at the time Rent is established by the approved 2016 Appraisal, the Rent will be applied retroactively to the Effective Date.

B. Rent during any Optional Additional Term(s). The Rent for any Optional Additional Term(s) of this Lease Agreement shall be established by a real estate appraisal prepared by an MAI-certified appraiser licensed by the State of New Mexico to be provided and paid for by Lessee for Lessor's approval at least forty-five (45) days prior to the commencement of any such Optional Additional Term(s). In no case shall the Rent for any Optional Additional Term(s) be less than the Rent during the last year of the previous term plus two and one-half percent (2.5%).

SFC CLERK RECORDED 08/12/2016

Rent during any Optional Additional Term(s) shall be subject to increases in accordance with Section II.7.C below.

C. Increases in Rent. Rent shall be adjusted every five (5) years during the Term of this Lease Agreement, beginning on August 1, 2021. At each time of adjustment the Rent shall be increased by an amount calculated by multiplying the previous year's Rent by twelve and one-half percent (12.5%).

D. Provision of Services to Offset Monetary Rent. During the Term of and in consideration of this Lease Agreement, Lessee may offset the monetary Rent due by providing to the residents of the City and County of Santa Fe the Services described in Section II.5 of this Lease Agreement. In addition, Lessee shall permit its Sublessee(s) to provide such Services in lieu of or in addition to monetary Rent and to the extent that it does so, Lessee may apply the value of such Services to the Rent due by Lessee hereunder. The monetary value of the Services provided by Lessee during any lease year shall meet or exceed the Rent due for that lease year.

E. Annual Service Value Statement. Beginning on September 1, 2017 and on September 1 of each subsequent lease year during the Term of this Lease Agreement, Lessee shall submit to Lessor a statement (the Annual Service Value Statement) itemizing each type and corresponding monetary value of Services delivered during the prior lease year and the amount of Services that it proposes to credit toward Rent due, and containing a statement from an independent third-party auditor that the provision of Services for the prior lease year has met the requirements of this Section II.7. Lessor may adopt a required form for the Annual Service Value Statement and such adopted form may be modified from time to time by Lessor.

F. Exclusions. Lessee shall exclude from the value of any Services that it proposes to credit toward Rent the amount of any governmental subsidy and other payment for Services received by Lessee for providing such Services and the amount paid by Service recipients to receive the Services.

G. Review by Lessor. Lessor shall evaluate the Lessee's Annual Service Value Statement and provide a written acceptance or rejection of the Annual Service Value Statement to Lessee. Lessee may request that Lessor review the methodology that Lessee intends to use to prepare the Annual Service Value Statement prior to its submission to Lessor. Lessor may, in its sole discretion, request any such additional information and documentation as it deems necessary to evaluate any Annual Service Value Statement. Lessee's failure to provide such requested information within forty-five (45) days of Lessor's request is cause for Lessor's termination of this Lease Agreement. Lessor's determination regarding the monetary value of Services shall be final and binding and not subject to challenge by Lessee in any forum.

Notwithstanding anything in this Section II.7 to the contrary, Lessor's failure provide written acceptance or rejection of the Annual Service Value Statement or to request additional information and documentation from the Lessee within forty-five (45) days of Lessor's receipt of any Annual Service Value Statement shall be deemed to be acceptance of such Annual Service Value Statement by Lessor.

H. Rent Shortfalls. Should the monetary value of the Services in any year not equal or exceed the Rent due in that year (a Rent Shortfall), then Lessee shall pay to Lessor the amount of the Rent Shortfall in monetary Rent. Notwithstanding anything to the contrary in the foregoing sentence, Lessor may agree to allow Lessee to provide within a reasonable amount of time additional Services to offset any Rent Shortfall, and in such event the Parties agree to negotiate

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in good faith to determine the nature, extent, and schedule for provision of such additional Services.

I. No Compensation by Lessor. In no event shall Lessor be required at any time, including at the end of the Lease Term, to compensate Lessee in any way for any excess Services. In the event of the termination of this Lease Agreement prior to the end of the Term, for any cause, Lessee shall forfeit any excess Services not applied to Rent.

8. UTILITIES

Beginning on the Effective Date and until the termination of this Lease Agreement, the costs of any and all natural gas, electricity, telephone, cable or satellite television, internet or wireless, or security alarm services and any and all domestic or irrigation water, sanitary sewer, and solid waste collection fees shall be paid by Lessee. Lessee may assess and collect from its Sublessees portions of the above costs on a pro rata basis as Lessee deems necessary.

9. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, buildings, fixtures and improvements belonging to Lessee and located upon the demised premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

10. ASSIGNMENT OR TRANSFER

Lessee shall not assign or otherwise transfer this Lease Agreement, without the prior written consent of the Lessor. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

11. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Certificates of Insurance. Within ten (10) days of the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days

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prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

D. Sublease Agreements. Lessee shall cause any and all Sublease agreements, or other agreements related to use, occupation, or development of the Premises, that Lessee enters into to contain language that requires the City of Santa Fe to be named as an additional insured on such policies of insurance as provided in this Section II.11.

12. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor, its agents, officers, and employees against all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, Sublessees, tenants, contractors, agents, guests, invitees or permitted assigns. Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying the Lessor as provided in this Section.

13. EASEMENTS

A. Lessor's Right to Grant Easements. Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

B. Reciprocal Easements – Lessor's Adjacent Lease Parcel. Notwithstanding Section II.13.A above, Lessor hereby acknowledges and consents to the "RECIPROCAL GRANT OF EASEMENTS" between Lessee and the lessee of Lessor's adjacent "Lease Parcel B" effective June 20, 2016 (the Reciprocal Easements Agreement) attached hereto as **Exhibit C**. The Parties agree that the Reciprocal Easements Agreement shall not be terminated or amended during the Term of this Lease Agreement without the prior written consent of Lessor.

14. TERMINATION BY LESSOR

Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

A. the breach;

B. the action required to cure the breach;

C. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and

D. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

III. MISCELLANEOUS PROVISIONS

1. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such

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party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:	To Lessee:
City Manager	Executive Director
City of Santa Fe	Kitchen Angels, Inc.
P. O. Box 909	1222 Siler Road
Santa Fe, NM 87504-0909	Santa Fe, NM 87507

2. **NO WAIVER**

No waiver of a breach of any of the provisions contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

3. **SEVERABILITY**

In the event that one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

4. **ENTIRE AGREEMENT**

The foregoing constitutes the entire Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title and interests as well as all of their duties, responsibilities and obligations. Any and all prior Agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Agreement shall not be modified or amended except by a written document signed by the Parties hereto.

5. **BINDING EFFECT**

This Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

6. **LITIGATION EXPENSE**

In the event of litigation between the Parties or litigation between Lessee and its Sublessees in which Lessor is named, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's Sublessees, contractors, agents, employees or permitted assigns.

7. **RECORDING**

This Agreement shall be recorded in its entirety. Lessee shall bear all costs for recording of the Agreement and any other associated costs.

8. **HEADINGS**

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 29TH day of JULY, 2016.

CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK cemtg 7/27/16

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

BUSINESS UNIT/LINE ITEM: 21117.460150

KITCHEN ANGELS, INC.

STEPHANIE GONZALES, PRESIDENT

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29th day of July 2016, by Stephanie Gonzales, President of the Board of Directors of the Kitchen Angels, Inc., a New Mexico non-profit corporation.

Anne G. Padilla

My Commission Expires: 8-11-2019 NOTARY PUBLIC

(Seal)

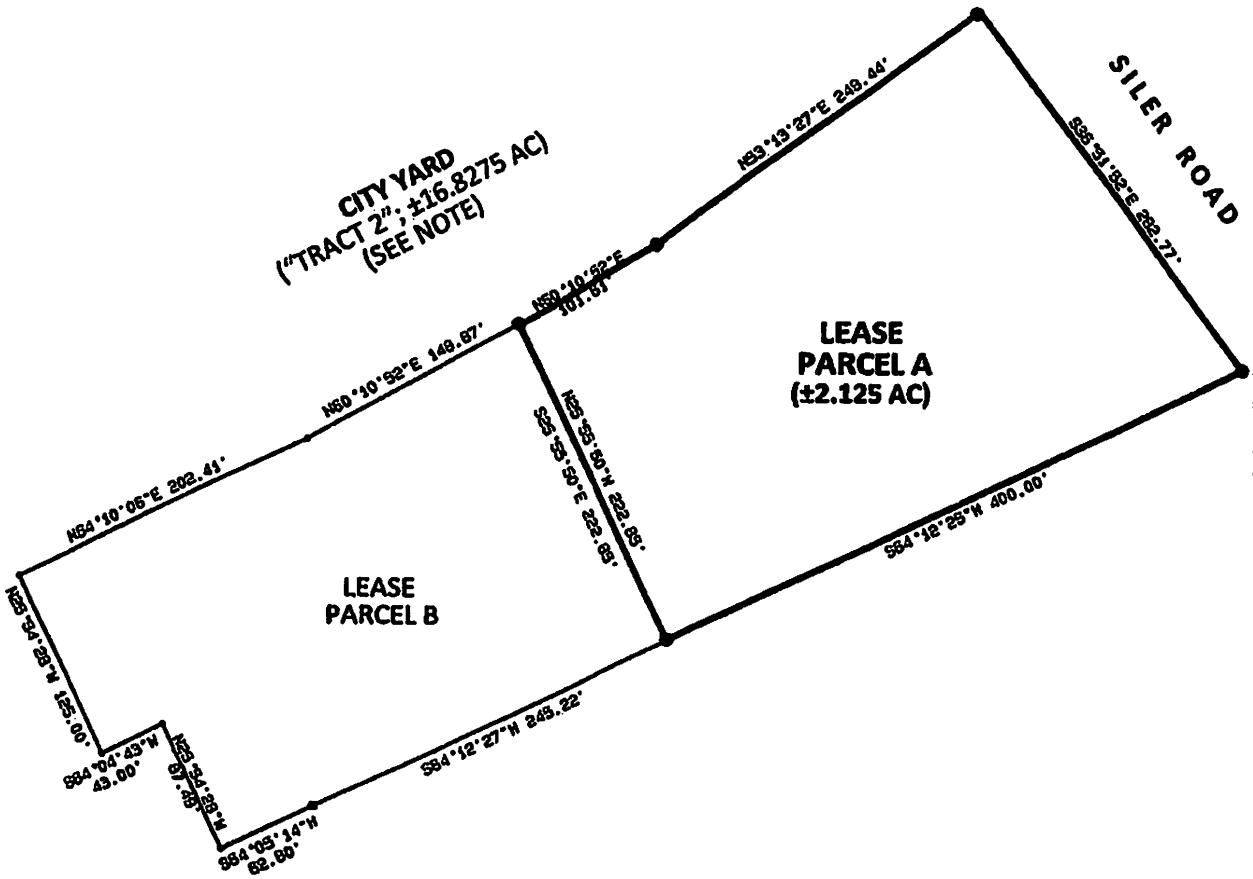
OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-11-2019

STC CLERK RECORDED 08/12/2016

OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires _____

SFC CLERK RECORDED 08/12/2016

EXHIBIT A



*NOTE: "TRACT 2" AS SHOWN ON A "PLAT OF SURVEY" FOR THE CITY OF SANTA FE "CITY YARDS", PREPARED BY RICHARD E. SMITH, PS NO. 5837 IN FEBRUARY 1984 AND HAVING HIS PROJECT NO. 2411, RECORDED IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO AS DOCUMENT NO. 553116 ON OCTOBER 16, 1984 IN PLAT BOOK 146, PAGE 007.

EXHIBIT B

SFC CLERK RECORDED 08/12/2016

QUITCLAIM DEED

QUITCLAIM DEED
(Building and Site Improvements Only)

Kitchen Angels, Inc., a New Mexico non-profit corporation (Grantor), whose address is 1222 Siler Road, Santa Fe, New Mexico, 87507, for good and adequate consideration quitclaims to the City of Santa Fe, a municipal corporation (Grantee), whose address is 200 Lincoln Ave., Santa Fe, New Mexico 87504, the existing Building known as the Coll-Green Angel Depot Building located at 1222 Siler Road, Santa Fe, New Mexico and all existing Site Improvements appurtenant thereto upon a certain parcel of land lying and being situate within a portion of Tract 2 as shown on a "Plat of Survey" for the City of Santa Fe "City Yards", prepared by Richard E. Smith, PS No. 5837 in February 1984 and having his Project No. 2411, recorded in the records of Santa Fe County, New Mexico as Document No. 553116 on October 16, 1984 in Plat Book 146, Page 007. Said parcel of land being more particularly described as follows:

Beginning at the northeast corner of this parcel of land (from whence a USC and GS brass cap stamped "Azimuth 1945 East Base" bears along the following courses N36°51'52"W, 325.80 feet to a point; thence N37°20'48"W, 191.06 feet to a point; thence N64°40'59"W feet distant); thence from said point of beginning S36°51'52"E, 285.00 feet to a point; thence S64°12'27"W, 400.00 feet to a point; thence N25°47'33"W, 212.13 feet to a point; thence N53°08'08"E, 351.82 feet to the point and place of beginning; containing 2.125 acres more or less.

Subject to reservations, restrictions, easements of record and for existing utilities, and taxes for the year of 2016 and thereafter.

WITNESS my hand and seal this 29TH day of JULY, 2016.

GRANTOR:
KITCHEN ANGELS, INC.

Stephanie Gonzales
STEPHANIE GONZALES, PRESIDENT

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 29th day of July, 2016 by Stephanie Gonzales, President of the Board of Directors of Kitchen Angels, Inc., a New Mexico non-profit corporation.

Anne G. Padilla
Notary Public

My commission expires: 8-11-2019

OFFICIAL SEAL
ANNE G. PADILLA
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-11-2019

SFC CLERK RECORDED 08/12/2016

My Commission Expires
NOTARY PUBLIC-STATE of New Mexico
ANNE C. PADILLA
OFFICIAL SEAL

GRANTEE:
CITY OF SANTA FE

JAVIER M. GONZALES, MAYOR

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

BUSINESS UNIT.LINE ITEM: 21117.460150

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

QUITCLAIM DEED
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 12TH Day Of August, 2016 at 11:01:20 AM And Was Duly Recorded as Instrument # 1801297 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy ____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 08/12/2016

EXHIBIT C

SFC CLERK RECORDED 08/12/2016

RECIPROCAL EASEMENTS AGREEMENT

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

TRANSFER
PAGES: 16

I Hereby Certify That This Instrument Was Filed for Record On The 12TH Day Of August, 2016 at 11:01:21 AM And Was Duly Recorded as Instrument # 1801298 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy County Clerk, Santa Fe, NM

RECIPROCAL GRANT OF EASEMENTS

THIS AGREEMENT is made effective as of June 20, 2016, between The Food Depot ("Depot") and Kitchen Angels ("Angels"), each a New Mexico nonprofit corporation. In consideration of the mutual promises set out below, Seller and Purchaser agree as follows:

1. Relations between the Parties. Depot and Angels were co-tenants of Parcel A, located at 1222 Siler Road, Santa Fe, New Mexico and shown on Exhibit A, under a Lease Agreement from the City of Santa Fe, New Mexico, Lease Agreement dated February 9, 2000, as amended. There is a building on Parcel A which is known as the Coll-Green Angel Depot. Depot has sold is interest in that building to Angels. Depot is the tenant of Parcel B as shown on Exhibit D under a Lease Agreement from the City of Santa Fe dated 1 August 2016. Parcel B is located west of Parcel A and does not have direct access to Siler Road or other public street. The parties each make use of the paved area between their buildings, as shown on Exhibit E and wish to confirm their understandings and agreements with respect to access, parking and other matters, as set out in this Agreement.

2. Angels grants to Depot an easement for ingress to and egress from Parcel B over the area on either side (north and south) of the Coll-Green Angel Depot building. Depot shall use this easement only for ingress and egress by its employees and invitees and shall not obstruct the easement area by parking or otherwise. Depot shall not use the area in front of the Coll-Green Angel Depot building, fronting on Siler Road, for parking or other purposes without the express prior consent of Angels.

3. Each party grants to the other party an easement over the vacant space between the building on Parcel A and the building on Parcel B for access to its own loading dock.

4. Neither party shall obstruct the other party's access to its own building or the parking spaces for that building.

5. The parties will share equally in the cost of snow removal from and maintenance of the areas on either side of the Coll-Green Angel Depot building and the vacant area between the buildings, based on the square footage of those areas. Maintenance includes but is not limited to resealing, painting and striping, and repaving, as and when mutually agreed, and any other improvements, such as gates and lighting, as may be mutually agreed.

SFC CLERK RECORDED 08/12/2016 09:51:28 AM

6. Each party will add the areas it is permitted to use under this Agreement to the insured premises under its commercial liability insurance policy and shall cause its insurer to name the other party as an additional insured under its policy with respect to the areas it is permitted to use under this Agreement.

7. The terms of this Agreement shall not be affected by the removal of Depot as a co-tenant of Parcel A.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Kitchen Angels — Date: 6-20-16

The Food Depot — Date: 6-30-16

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on June 20, 2016, by Jenna Brack, the Vice President of Kitchen Angels, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

[seal]

Sarah Williams Taylor
Notary Public

STATE OF NEW MEXICO)
) ss:
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me on June 20, 2016, by Sherry F. Hooper, the Exec. Director of The Food Depot, a New Mexico nonprofit corporation, on its behalf.

OFFICIAL SEAL
SARAH WILLIAMS TAYLOR
NOTARY PUBLIC-State of New Mexico
My Commission Expires 8-4-16

[seal]

Sarah Williams Taylor
Notary Public

SFC CLERK RECORDED 08/31/2016

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: KITCHEN ANGELS
DBA: KITCHEN ANGELS

Business Location: 1222 SILER RD
SANTA FE, NM 87505

CRS Number: 02-265457-00-7

Owner: MIKE TYSON

License Number: 224767

License Type: Business License - Renewable

Issued Date: January 06, 2021

Classification: Business Registration - Food Sales

Expiration Date: January 06, 2022

Fees Paid: $35.00

KITCHEN ANGELS
1222 SILER RD
SANTA FE , NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

HOME

Search Information

Home

Entity Details

Business ID#:	**1565894**	Status:	**Active**
Entity Name:	**KITCHEN ANGELS**	Standing:	**Good Standing**
DBA Name:	**Not Applicable**		

Entity Type and State of Domicile

Entity Type:	**Domestic Nonprofit Corporation**	State of Incorporation:	**New Mexico**
Benefit Corporation:	**No**	Statute Law Code:	**53-8-1 to 53-8-99**

Formation Dates

Reporting Information

Period of Existence and Purpose and Character of Affairs

Outstanding Items

Reports:

No Pending Reports.

Registered Agent:

No Records Found.

License:

No Records Found.

Contact Information

Mailing Address:	**1222 SILER ROAD, Santa Fe, NM 87507**
Principal Place of Business in New Mexico:	**1222 SILER RD, Santa Fe, NM 87507**
Secondary Principal Place of Business in New Mexico:	
Principal Office Outside of New Mexico:	**Not Applicable**
Registered Office in State of Incorporation:	

Principal Place of Business in Domestic State/ Country: **Not Applicable**

Principal Office Location in NM: **Not Applicable**

Registered Agent Information

Name: **TONY MC CARTY**

Geographical Location Address:

Physical Address: **1222 SILER RD, Santa Fe, NM 87507**

Mailing Address: **1222 SILER RD, Santa Fe, NM 87507**

Date of Appointment: **05/13/1992**

Effective Date of Resignation:

Director Information

Title	Name	Address
Director	Peter Lovato	1645 Placita de Luna, Santa Fe, NM 87506
Director	Kathye Segala	604 Av Villa Hermosa, Santa Fe, NM 87506
Director	Martha Gandert Romero	2927 Plaza Azul, Santa Fe, NM 87507
Director	Yash Morimoto	4754 Lluvia Encantada, Santa Fe, NM 87507

Officer Information

Title	Name	Address
Vice President	BENJAMIN ALAIMO-MONSON	1457 MIRACERROS LOOP, Santa Fe, NM 87505
President	LINDA DRESSMAN	3 ECCOLA LN, Santa Fe, NM 87506
Vice President	Karen Wolfe-Mattison	43 Pinon Jay Tr, Santa Fe, NM 87505
Treasurer	Darrin Abby	800 Viejo Rastro, Santa Fe, NM 87505
Secretary	Morgan Honeycutt	106 E Coronado Rd, Santa Fe, NM 87505

Organizer Information

Not Applicable

Incorporator Information

No Records to View.

Trustee Information

Not Applicable

Filing History

License History

Back | Entity Name History | Return to Search

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202781**

Contractor: **N.M. Department of Finance & Administration (DFA)**

Description: **A Professional Service Agreement Project # 20-E2738 between the City & Kitchen Angels for a meals program serving homebound & special needs people. $100,000**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **10/1/21** Term End Date: **6/30/24**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: **This a new procurement.**

Jon Dunaway — Sep 28, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: _____

4. Funding Source: **NM DFA** Org / Object: **3459981.572970**

Andy Hopkins — Sep 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **David A. Chapman** Phone # **660-2619**

Email: **dachapman@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2021

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

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

PRODUCER	CONTACT NAME: Marcella Nellist	
Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	PHONE (A/C, No, Ext): (505) 982-4302	FAX (A/C, No): (505) 989-9186
	E-MAIL ADDRESS: mnellist@danielsinsuranceinc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Cincinnati Insurance Companies	10677
INSURED (505) 471-7780 Kitchen Angels, Inc. 1222 Siler Road Santa Fe NM 875074106	INSURER B: New Mexico Commercial Ins Co	13673
	INSURER C: Philadelphia Indemnity Insuran	18058
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 32050 **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						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			ETD0439625	06/25/2021	06/25/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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:						Empl Benefits Liab	$ 1M/3M
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ETD0439625	06/25/2021	06/25/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ETD0439625	06/25/2021	06/25/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 3,000,000
	DED X RETENTION $ none						products/C-O&a-	$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			26556.124	06/21/2021	06/21/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					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
A	Professional Services			ETD0439625	06/25/2021	06/25/2022	Professional Liability	$ 1,000,000
C	Accident Policy			PHPA078723	06/25/2021	06/25/2022	Medical Expense Max Benefit	$ 100,000

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

General liability policy contain a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder. Where permitted by state law, and per a Blanket Waiver of Subrogation Endorsement, the Insurer waives its right to subrogate against the Certificate Holder by reason of payments made under the General liability policy but only under the circumstances stated in the policies.

CERTIFICATE HOLDER

City of Santa Fe

P.O. Box 909

Santa Fe NM 875040909

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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Signature: David A. Chapman
David A. Chapman (Oct 25, 2021 10:26 MDT)

Email: dachapman@santafenm.gov

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021

ISSUE NO. 7j

Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee Review:

Public Works and Utilities Committee: 11/08/21
Finance Committee: 11/29/21
Governing Body: 12/08/21

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Finance Committee

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Budget Amendment Resolution (BAR) in the Amount of $100,000 from the New Mexico Department of Finance and Administration for Severance Tax Bond Appropriation to the Kitchen Angels, Project # 20-E2738, to Fund a Meals Program Serving Homebound and Special Needs Individuals in Santa Fe in Santa Fe County. (David A. Chapman, Grant Administrator: dachapman@santafenm.gov 505-660-2619)

Committee	**Review:**
Public Works and Utilities Committee:	11/08/21
Finance Committee Committee:	11/29/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico

memo

November 29, 2021

TO: Finance Governing Committee, Quality of Life Committee and Governing Body

FROM: Kristine Bustos-Mihelcic, City Clerk/Community Engagement Department Director
Pauline Kanako Kamiyama, Arts and Culture Department Director

SUBJ: Approval of Agreement with Santa Fe Community Foundation to establish the CHART Fund

---

EXECUTIVE SUMMARY:
The Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation.

BACKGROUND:
In December 2020 discussion began with various community philanthropic organizations seeking input on funding resources for the CHART process. It was concluded that the funding approach must be collective, with smart, strong, diverse philanthropic leadership at the helm and focused on advancing community based work. Additionally, the Santa Fe Community Foundation was identified as the organization to be at the helm of such leadership.

Thornburg Foundation has committed $10,000 to seed the CHART Fund which the Santa Fe Community Foundation can leverage to gain additional support. This funding approach is collective and demonstrates a broad based community-led effort to further healing, truth and reconciliation within the City of Santa Fe.

ACTION REQUESTED:
Approval of the Agreement between the City and the Santa Fe Community Foundation.

ATTACHMENTS:
Agreement

November 29, 2021	Finance Committee
December 11, 2021	Quality of Life Committee
January 8, 2022	Governing Body

SANTA FE COMMUNITY FOUNDATION
Giving Circle Fund

Thank you for choosing the Santa Fe Community Foundation. We are committed to connecting you with the community and to the causes that are important to you. Our staff is available to assist you at any time.

Attached to this Agreement, you will find our Fund Agreement Policies. If you have any questions about this agreement or the attached Fund Agreement Policies, please call Gabriela Gomez, VP for Advancement: (505) 988-9715 ext. 7006 or email ggomez@santafecf.org

Contact Information:

Pauline Kanako Kamiyama
Full Name (First, Middle, Last)

___Mr. ☒ Ms. ___Mrs. ___Dr.
Preferred Salutation

201 W. Marcy PO Box 909 Santa Fe, NM 87504
Address

505.955.6653 Pkkamiyama@santafenm.gov
Phone Email

Preferred Contact: Email

Name and Fund Purpose of your Giving Circle Fund:

Please choose a name for the fund. Grants made to charities are accompanied by a letter which includes the fund name (e.g. John Smith Family Fund).

Your fund name will appear in foundation materials including our annual report and on our website.

Fund Name: The CHART Fund

Purpose of your fund: For community centered engagement toward reconciliation and healing as part of the Culture, Healing, Art, Reconciliation and Truth (CHART) initiative. The goal of the CHART process is to foster mutual understanding of shared values among individuals and groups with diverse backgrounds, not simply to decide about monuments and statues. Ultimately, citizens who have participated in the process will recommend forward-looking solutions to historic problems 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.

Contributions

The minimum initial contribution for a donor advised fund is determined by the Foundation, plus $250 as the start-up fee. Please consult the Foundation list. Additional gifts can be made in any amount. If making a contribution of multiple securities or assets, please attach pages as needed. ***Gifts to donor advised funds are irrevocable and under the exclusive control of the Foundation.***

☒Cash or Check for $10,000.

The Thornburg Foundation shall make an initial deposit of $10,000 to establish the CHART fund.

Giving Circle Fund:

Giving Circle Fund receives gifts from a number of donors. The donors select an advisory board, subject to the approval of the Board of Directors of the Santa Fe Community Foundation, for recommending grant awards. Grants made from these funds are accompanied by a letter identifying the name of the fund used to support the grant.

The policies for a Giving Circle Fund will be provided to the donors at the time the fund is established. These policies may be amended from time to time by the Board of Directors of the Santa Fe Community Foundation.

Please select the type of Giving Circle Fund below:

☒Giving Circle Fund should be considered in a manner that is temporarily restricted.

☐Giving Circle Fund should be considered in a manner that will ensure a permanent endowment.

A Giving Circle Fund that should be considered as temporarily restricted is invested according to the policies adopted by the Board of Directors of the Santa Fe Community Foundation. It has no restrictions on the amount of annual distributions but must maintain a balance to cover the Foundation's fees.

Fees:

An annual fee of 1.5% is calculated and charged at the end of each quarter. The annual administrative fees are subject to change in accordance with the policies established by the Foundation.

Giving Circle Committee of Advisors:

Pauline Kanako Kamiyama
Director, Santa Fe Arts and Culture Department
Pkkamiyama@santafenm.gov
505.955.6653
201 W. Marcy
PO Box 909
Santa Fe, NM 87504

Kristine Bustos Mihelcic
Director, Santa Fe Community Engagement Department
kmmihelcic@santafenm.gov
505.955.6521
200 Lincoln Avenue
Santa Fe, NM 87504

Acknowledgement and Signature

I acknowledge that I have read the Santa Fe Community Foundation's "General Fund Agreement Policies" (attached hereto and incorporated herein by this reference) and agree to the terms and conditions set forth, and as may be amended by the Board of Directors from time to time. I have also read the "Giving Circle Fund Policies" and agree to the terms and conditions set forth, and as may be amended by the Board of Directors from time to time. I understand that any contribution, once accepted by the Santa Fe Community Foundation represents an irrevocable contribution to the Santa Fe Community Foundation and is not refundable to me.

City Signature:

_____

Alan Webber, Mayor

Date: _____

Attest:

_____

Kristine Bustos Mihelcic, City Clerk XIV

City Attorney's Office:

Marcos Martinez

Marcos Martinez (Oct 15, 2021 15:18 MDT)

Senior Assistant City Attorney

Approved for Finances:

_____

Mary McCoy, Finance Director

Accepted by the Santa Fe Community Foundation:

C.E. Goett

Christopher Goett, President & CEO

Date 10/15/2021

Santa Fe Community Foundation
General Fund Agreement Policies

TAX STATUS OF FUNDS. Funds established at the Santa Fe Community Foundation (the "Foundation") are component funds of the Santa Fe Community Foundation, a Section 501(c)(3) public charity. Accordingly, all contributions to the Foundation's funds are irrevocable and treated, for tax purposes, as gifts to a Section 501(c)(3) public charity and are tax deductible to the extent allowed by law, subject to individual and corporate limitations. The Foundation has exclusive legal control over contributed assets.

VARIANCE POWER.
All funds established at the Foundation are subject to the Foundation's "variance power" as set forth in Article II of its Articles of Incorporation. The variance power gives the Foundation the authority to modify any donor restriction or condition on distributions for a fund for any specified charitable purpose to any specified charitable organization, if, in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community

If the particular charitable purpose of the CHART Fund becomes unlawful, impracticable, impossible to achieve or wasteful:

(1) the trust does not fail, in whole or in part;

(2) the trust property does not revert to the settlor or the settlor's successors in interest; and

(3) the court may apply cy pres to modify or terminate the trust by directing that the trust property be applied or distributed, in whole or in part, in a manner consistent with the settlor's charitable purposes.

DISTRIBUTIONS. The Foundation anticipates distributions from each fund. Distributions will be paid out in accordance with its spending policy. All distributions from funds are subject to the Foundation's variance power, as noted above.

SPENDING POLICY. The Foundation anticipates distributions for each endowed fund at least annually of an appropriate percentage of the fund's market value, as determined by the Foundation's Board of Directors. In determining the annual distribution amount to be paid from endowed funds, the Foundation's Board of Directors may consider the expected total return on the fund's investments, the desirability of maintaining the value of those funds and any other factors that it deems relevant. The Foundation reserves the right to spend the entire amount of any fund, if by the terms of the donor agreement the gift is subject to the Foundation's Spending Policy and the Foundation determines that such expenditures better satisfy the donor's intentions than a limitation on expenditures.

For endowed funds subject to the Foundation's Spending Policy, the spendable amount is calculated based upon a 12-quarter rolling average. To calculate the rolling average, the Foundation first calculates the fair market value of the fund at the end of each quarter. The fair market value of the fund at the end of the current quarter is added to the fair market value of the fund for each of the preceding quarters. The rolling average is the total of these fair market values divided by the number of quarters added. The rolling average is multiplied by the percentage specified in the fund agreement to calculate the spendable amount.

The Foundation follows the Uniform Prudent Management of Institutional Funds Act of the State of New Mexico.

RESTRICTIONS ON GRANTS FROM FUNDS. The Foundation has the ultimate authority over distributions from funds established at the Foundation. Distributions from funds established at the Foundation will be made only if they are consistent with the Foundation's charitable purposes and satisfy community needs identified by the Foundation as deserving of its support. The minimum distribution is $ 250, unless the fund is a designated fund.

Fund distributions will not be made for memberships, dues, pledges, sponsorships, tickets, goods or services received or to be received, school tuition, or for any purpose that would otherwise provide a benefit to donors, donor advisors or related parties. Distributions may not involve loans, compensation, expense reimbursements or similar payments to donors, donor advisors, or related parties. Distributions from funds may not be made to any specific individual or to participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

INVESTMENT OF ASSETS: This fund will not be invested and will be held in a cash account.

FEES. Funds established at the Foundation are subject to administrative and investment fees. A list of fees is available upon request. The Foundation reserves the right to change its fee structure at any time.

DONOR INITIATED FUNDRAISING. Donors who wish to solicit contributions, either through direct solicitation or through a fundraising event, for a fund at the Foundation must receive advance approval from the Foundation. Donors must agree to, follow the terms of, and sign the "Santa Fe Community Foundation Donor Initiated Fundraising Policy."

ACTIVE FUNDS. In order to carry out its policy of consistently distributing charitable dollars to the community, the Foundation will review, periodically, the grant making activity of every fund. If a fund has failed to make distributions commensurate in size with the Foundation's spending policy over a two-year period, the Foundation will contact the designated contact to discuss this situation. At that time, the contact will be given the following options to continue the fund:

- *Establish a plan based on the alternatives provided in the "Active Funds Policy" of the Foundation.*

- *Resume making ongoing grant recommendations.*

If the contact does not have a plan for funding a specific project and fails to make ongoing grant recommendations, then the contact will be given the following options to close the fund:

- *Recommend that the balance of the fund be granted to the Santa Fe Community Foundation Community Leadership Fund.*
- *Recommend that the balance of the fund be granted to one of the funds currently held at the Santa Fe Community Foundation.*

In the event that the contact cannot be located or is unresponsive, the balance of the fund will be transferred to the Santa Fe Community Foundation Community Leadership Fund.

CONFLICT OF TERMS. In the event of an inconsistency between these terms and conditions, and any terms and conditions appearing elsewhere in connection with any fund, these terms and conditions as interpreted by the Foundation shall govern, and the Foundation reserves the right to take any actions at any time which, in its discretion, it deems reasonably necessary or desirable for the proper administration of any fund of the Foundation.

Santa Fe Community Foundation Giving Circle Fund Policies

The committee advisors will submit the name of the chairperson of the Giving Circle. The chairperson is the primary contact between the Giving Circle and the Foundation.

The chairperson of the Giving Circle will submit a current list of committee advisors of the Giving Circle to the Santa Fe Community Foundation (the "Foundation"). All changes are to be submitted in writing to the Foundation. The list of committee advisors should be updated annually by January 31 of each year.

The Board of Directors of the Foundation reserves the right to approve, reject or remove the committee advisors at its sole discretion.

The Giving Circle will develop a purpose statement and written funding guidelines. The Foundation staff will assist in the development of the statement and guidelines. The Foundation staff will also provide ongoing assistance to the Giving Circle.

The Foundation welcomes the involvement and recommendations of its donors with respect to distributions from Giving Circle Funds, but such recommendations are advisory only and are in no way binding upon the Foundation. In evaluating recommendations for distributions from Giving Circle Funds, the Foundation staff investigates all prospective grant recipients to ensure that they are organized and operated for charitable purposes typically as described in Section 170(b)(1)(A) of the Internal Revenue Code; reviews the recommended grantee's financial and program information; and evaluates the recommendations of advisors against the standards and criteria of the Foundation to ensure that such recommendations are consistent with specific charitable needs identified by the Foundation as deserving of support and complies with all applicable federal tax requirements.

All communications concerning grant recommendations to and from the Santa Fe Community Foundation will be through the chairperson and not through individual advisors.

In order to carry out its policy of consistently distributing charitable dollars to the community, the Foundation will periodically review the grantmaking activity of every fund. If the Giving Circle Fund fails to make a standing distribution recommendation, fails to make distribution recommendations for two consecutive years, or fails to make distributions commensurate in size with the Foundation's spending policy over a two-year period, the Foundation will contact the chairperson to discuss this situation. At that time, the chairperson will be given the following options to continue the fund:

- *Establish a plan based on the alternatives provided in the "Active Funds Policy" of the Foundation.*
- *Resume making ongoing grant recommendations.*

If the chairperson does not have a plan for funding a specific project and does not make ongoing grant recommendations, then the chairperson will be given the following options to close the fund:

- *Recommend that the balance of the fund be transferred to the Santa Fe Community Foundation Community Leadership Fund.*

- *Recommend that the balance of the fund be transferred to one of the funds currently held at the Santa Fe Community Foundation.*

In the event that the chairperson cannot be located or is unresponsive, the balance of the fund will be transferred to the Santa Fe Community Foundation's Community Leadership Fund.

If the Giving Circle decides to initiate a solicitation or fundraising event, the chairperson will contact the Foundation. The chairperson will sign the agreement, "Donor Initiated Fundraising Policy." All members of the Giving Circle must follow the agreed-upon procedures outlined in the agreement.

These policies may be amended by the Board of Directors of the Santa Fe Community Foundation. If the policies are amended or if there is a change in the leadership of the Giving Circle, the appropriate policy will be signed by the chair of the Giving Circle and the Foundation.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/11/2021
Governing Body: 01/08/2022

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 12/01/2021
ISSUE NO. 6ab Request for approval of the Agreement between the City of Santa Fe and the Santa Fe Community Foundation establishing a Giving Circle fund, the CHART Fund, to receive funds and contributions from private and charitable community foundations designated for Culture, History, Art, Reconciliation, Truth (CHART) to support related projects/initiatives held at the Santa Fe Community Foundation. (Pauline Kamiyama, Arts and Culture Department Director, pkkamiyama@santafenm.gov, 505-955-6653.) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/11/2021 Governing Body: 01/08/2022
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved to forward to 01/08/2022 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: November 24, 2021

To: The Governing Body

From: Kyra Ochoa, Director of Community Health and Safety Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 13:42 MST)

RE: Extension of Term for Community Health and Safety Task Force

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EXECUTIVE SUMMARY:

A resolution updating the terms of 2021-17, to extend the duration 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 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 six-month term of task force for an additional six months 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 for an additional calendar year is based on the task force's need to conduct, analyze, and make recommendations following an extensive community outreach process.

University of New Mexico's Center for Social Policy is available to conduct the research and community engagement needed to fulfill the Task Force's mission and these services can be procured via UNM's exemption. The scope is to support the Task Force's overall research goals of capturing the attitudes and preferences of Santa Fe residents regarding public health and safety, with an eye toward ensuring that the voices of all residents are included in the research process. UNM's Center for Social Policy has conducted similar projects in New Mexico. Depending on available budget and the direction of the Task Force, the project could include the following elements:

<u>City-Wide Survey</u>

This would be a city-wide survey focused on targeted outreach to the populations of interest with the following specifications.

- A mix of a random sample of residents conducted by BSP Research, a nationally recognized survey firm with depth of experience conducting similar surveys in New Mexico.

  Projected Budget $25,000

- Adding an open-access link to be distributed by community partners to specific segments of the community to help add hard to reach communities into the overall survey sample is suggested. It is hard to estimate how many completed interviews would be generated through this approach, so this budget number is less firm. We would provide a $10 incentive to each participant which drives this aspect of the budget.
  Projected Budget for n=200 completes $10,000

  Total Survey Cost $35,000

Focus Groups and Personal Interviews

This aspect of the research design would fill in any gaps with hard to reach communities not filled adequately in the survey, potentially including people of color, residents who are on probation/parole, immigrants, and other respondents. These would all be facilitated by professional moderators with a mix of online and potentially in-person sessions, depending on where we are with COVID-19. The budget below is based on approximately 8 focus groups and 20 individual interviews. There would be a large incentive for participants given the more lengthy time commitment asked of participants.

Total Focus Group / Interview Cost $40,000

Facilitated Community Forum

This aspect of the design would focus on holding a large community convening that would bring together community members from across the city. This would ideally be hosted by the City of Santa Fe and CHS Task Force, with UNM leadership team providing an overview of the goals of the project and members of the team presenting results from the survey to motivate break-out sessions with members of the community moderated by their team.

Projected Budget - $10,000 (inclusive of food costs for participants)

Photo-Voice / Qualitative Diaries With Youth

This aspect of the overall design is intended to include young adults/teenagers in the research process, and would ideally include leaders from this age group who may be interns or who are connected to the City through other channels. The UNM team would train these young leaders in data collection prior to beginning data collection.

Projected Budget $15,000 (inclusive of incentives and equipment needed for photo-voice)

Total Direct Costs $100,000

(This is inclusive of all staffing/fringe costs, equipment the UNM team may need to purchase, and incentives for participants)

Indirect Costs - $20,000
(This is an estimate based on similar UNM projects)

Total Projected Budget for Community Engagement $120,000

In addition to the Research and Community Engagement from UNM, additional facilitation and project management services, more research and analysis, and communications to the GB, and these would need to be procured separately from the Community Engagement.

Project Management:

The project management would include the following activities:

- Leadership and communications, tracking progress and managing deadlines and deliverables.
- Implement a strategic framework to support the Task Force in achieving goals. Framework will include a set of distinct high-level stages required to transform key priorities/goals into reality in an orderly and efficient manner.
- Work with the Task Force on planning and execution.
- Administer finalizing agenda and other documentation for City staff to upload to PrimeGov.
- Provide presentations logistics for educational and public awareness.
- Record keeping of agenda, meeting summaries, action steps, documentation, reports and research.

Research and Analysis:

- Research and analysis for best practices and methodologies.
- Research, analysis and distillation of data and findings for the Task Force to make data-informed and data-driven decisions and recommendations.
- Compile reporting and data findings from working groups for quarterly reporting and presentation to the Governing Body.

Report to Governing Body:

- Produce and deliver one interim written report and presentation, and a final report and presentation detailing the approach, summary of work, recommendations, and other relevant information.

The estimated cost of project these additional services for 12 months is $85,000

In summary, in order to fulfill the purpose of the Task Force, an additional 12 months duration is requested, for a total projected cost of $205,000.

ACTION REQUESTED:

Approve the passage of a resolution extending the duration of the Community Health and Safety Task Force through the end of calendar year 2022.

ATTACHMENTS:

FIR
Resolution 2020-29
Resolution 2021-17

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.

_____

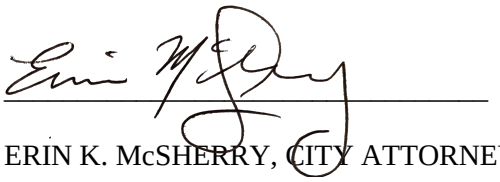
ALAN WEBBER, MAYOR

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): Updating The Terms Of Resolution 2021-17 To Extend The Duration Of The Community Health And Safety Task Force Through The End Of Calendar Year 2022

Sponsor(s): Councilor Chris Rivera, Councilor Renee Villarreal

Reviewing Department(s): _____

Staff Completing FIR: Kyra Ochoa, Community Health and Safety Director Date: 11/22/21

Phone: 955-6603

Reviewed by City Attorney: _____ Date: Nov 29, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:

The extension of the timeline in itself has no fiscal impact, but will also require one year of facilitation, project management, research and development at a projected cost of $85,000 and a contract for community engagement contract with UNM for a one-time cost of $120,000. Finally, a staff liaison is needed, for an average of 5 hours per week, at a level of Project Administrator or higher. The total fiscal impact is, less staff time, is $205,000

Departments Affected:

Community Health and Safety, City Attorney

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 fulfilled.

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 six months.

Performance and Administrative Implications:

Staff will need to identify additional revenue and process contract(s) for facilitation services. A staff liaison will need to be identified.

Fiscal Implications:

$205,000 for one year of facilitation and community engagement.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE _1_	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	$ 205,000	$	$		NR		
Operating	$	$	$				$
Total:	$ 205,000	$	$				$ 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 completed in June of 2021. The current contract for facilitation is in the amount of $10,000. This contract expires in March of 2022. Additional facilitation is needed, and the funding source for an additional $85,000 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 from the General Fund for community engagement with UNM and an additional $80,000 will need to be identified for that purpose.

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 $205,000 in expenditures has not yet been fully identified.

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	

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603)

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: 11/29/2021
Quality of Life: 12/01/2021
Governing Body: 12/08/2021

FINANCE COMMITTEE ACTION:
Approved on discussion to extend term

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
amendments for language changes on pages 3-4

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 12/01/2021
ISSUE NO. 6e 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. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 955-6603) 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: 11/29/2021 Quality of Life: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved to forward to 12/08/2021 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: November 10, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin K. McSherry, City Attorney EM

RE: Public Education Staffing Crisis Resolution

EXECUTIVE SUMMARY:

The proposed Resolution supports efforts by State and local educators to alleviate the public education staffing crisis by increasing pay and providing housing that is affordable to educators.

BACKGROUND:

New Mexico is facing a large number of teacher vacancies, estimated at over 1000 vacancies out of 21,000-22,000 teachers. While New Mexico has increased teacher salaries in recent years, those salaries trail behind those offered in neighboring states such as Colorado and Texas. New Mexico also sees teachers leaving the profession at a much higher rate than the national average, creating institutional knowledge drain and resulting in a lower average experience level. The Resolution supports additional increases in teacher pay as well as efforts to provide housing that is affordable to teachers so that they may afford to live in the city in which they teach.

ACTION REQUESTED:

Approve the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilor Jamie Cassutt
Councilor Michael J. Garcia
Councilor JoAnne Vigil Coppler
Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Chris Rivera

A RESOLUTION

SUPPORTING EFFORTS BY STATE AND LOCAL EDUCATORS TO ALLEVIATE THE STAFFING CRISIS IN PUBLIC EDUCATION THROUGHOUT THE STATE.

WHEREAS, a report by Southwest Outreach Academic Research Evaluation and Policy Center ("SOAR") titled "Difficult to Staff K-12 Teacher Positions in New Mexico" (the "Report"), presented to the Legislative Finance Committee ("LFC") hearing in September, 2021, found teacher vacancies in New Mexico's public, K-12 schools have increased from 644 in 2019 to 1,048 in 2021; and

WHEREAS, the Report found high teacher vacancies are occurring in elementary (279), special education (291), math (84), science (77) and English Language Arts (56); and

WHEREAS, the Report also found that health/PE, music, social studies, and Spanish are also subjects with high teacher vacancies; and

WHEREAS, in addition, the Report found high vacancies are also being experienced in districts with high Native American populations; and

WHEREAS, vacancies for educational assistants grew from 258 in 2019 to 456 in 2021,

counselor vacancies increased from 37 to 59, and speech language pathologist vacancies grew from 42 to 52 in the same period according to the Report; and

WHEREAS, Dr. Rachel Boren, director of SOAR, called New Mexico's teacher vacancies a "staggering number" in a hearing before LFC, as reported in a September 21, 2021, article in the Albuquerque Journal, which noted that New Mexico has between 21,000 and 22,000 teachers; and

WHEREAS, as reported in an Albuquerque Journal article, Danny Espinoza, a research and policy associate at the Learning Policy Institute, told the LFC, "Teachers, for example, appear to get better over the course of their careers...making retention an important strategy for helping students. But New Mexico teachers leave the profession at a much higher rate than the national average"; and

WHEREAS, the Albuquerque Journal reported that Mr. Espinoza told lawmakers that "teacher qualifications and experience are an important predictor of student achievement"; and

WHEREAS, the newspaper further reported that Mr. Espinoza said "the state has jumped up the national rankings in teacher pay in recent years...but it still trails neighboring Colorado and Texas. Average teacher salaries in New Mexico range from about $43,000 to $61,000"; and

WHEREAS, in a policy brief in June 2021 titled "New Mexico's K-12 Schools: Funding the Education System Our Students Deserve", New Mexico VOICES for Children ("NM Voices") reported "New Mexico teachers earn a weekly wage that is almost 30 percent lower than what other comparable college-educated workers earn"; and

WHEREAS, the NM Voices policy brief recommends a continued increase in State investment in students, schools and teachers, with particular focus on investments designed to promote tribal, bilingual, and multicultural education, as well as pathways for teachers and school staff who reflect New Mexico's student population; and

WHEREAS, in an August 6th, 2021, letter to legislative leaders, Santa Fe Public Schools ("SFPS") Superintendent Hilario "Larry" Chavez said, "I urge you to please keep education

funding and employee raises intact. We must continue our forward momentum in providing competitive salaries for school employees".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests that the following steps are taken:

1. The New Mexico Legislature dramatically increase educators' salaries. Current levels are significantly lower than they should be, especially when considering the education and licensure requirements for the profession, its value and importance to society, the high cost of living including housing, and the accelerating need to attract qualified individuals to the profession.

2. The City Manager shall partner with the County Manager and make active efforts to aggressively invest in and remedy the urgent need for housing that educators can afford.

3. The Santa Fe Public School Board, NEA-Santa Fe, Santa Fe Public Schools ("SFPS"), and community housing partners including the Santa Fe Housing Action Coalition form a task force to develop and recommend creative solutions to address affordable housing for SFPS employees in the short-, medium-, and long-term.

4. The Superintendent investigate providing and improving child care options for SFPS staff, volunteers, and community supporters and other needs identified by staff members and other needs that staff members identified in partnership with NEA-Santa Fe.

5. SFPS invest in staffing and system upgrades for its Human Resources Department to expedite employment applications.

BE IT FURTHER RESOLVED that the Governing Body supports efforts to improve working conditions and salaries for public school employees.

BE IT FURTHER RESOLVED that the City Clerk is directed to send this Resolution to the Governor of New Mexico, the Santa Fe Legislative Delegation, Santa Fe County Board of County Commissioners, the Santa Fe Public School Board, and the Santa Fe Housing Action Coalition.

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

_____

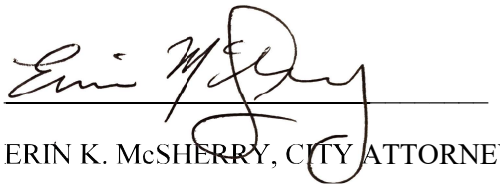
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Public Education Staffing Crisis

FIR No. 10356

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Public Education Staff Crisis

Sponsor(s): Councilor Lindell and Councilor Cassutt

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 10/22/21 Phone: 955-6518

Reviewed by City Attorney: Date: Nov 10, 2021

Reviewed by Finance Director: Date: Nov 10, 2021

Summary:
The proposed Resolution supports efforts by State and local educators to alleviate the public education staff crisis throughout the state. SFPS sees insufficient salary levels is seen as a major impediment to attracting qualified educators to New Mexico. Additionally, the Resolution supports efforts by the City of Santa Fe and Santa Fe County to provide housing affordable to the educators, allowing them to live in the city in which they teach.

Departments Affected:
N/A. This Resolution supports legislation at the State level.

Consequences of Not Enacting Legislation:
The Governing Body will not support efforts to alleviate the public education staffing crisis.

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

Performance and Administrative Implications:
The Resolution directs the City Clerk to send copies of the Resolution to the New Mexico Governor, Santa Fe Legislative Delegation, Santa Fe County Board of County Commissioners, the Santa Fe School Board, and the Santa Fe Housing Action Coalition.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
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: jbguillen@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, Councilor Vigil Coppler, and Councilor Romero-Wirth) A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	11/27/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved in 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 12/01/2021
ISSUE NO. 6d CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilor Cassutt, Councilor Garcia, and Councilor Vigil Coppler) A Resolution Supporting Efforts by State and Local Educators to Alleviate the Staffing Crisis in Public Education Throughout the State. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518) Committee Review: Introduced: 11/27/21 Finance Committee: 11/29/21 Quality of Life Committee: 12/01/21 Governing Body: 12/08/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent to forward to 12/01/2021 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: November 17, 2021

To: Public Works/Utilities Committee, Finance Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director RW

From: Romella Glorioso-Moss, PhD, AICP, Project Administrator, Senior RGM

RE: Canada Rincon Trail City Right-of-Way

ITEM AND ISSUE:
Request for Approval of a Resolution Regarding the Public Use Requirement for Constructing Canada Rincon Trail Between Calle Mejia and Camino Francisca Streets.

BACKGROUND AND SUMMARY:
In 2020, the City received $900,000 Active Transportation and Recreational Program federal funding administered by the New Mexico Department of Transportation ("NMDOT") to construct S100660 Canada Rincon Trail between Calle Mejia and Camino Francisca Streets. Public Works Roadway and Trails has recently obtained NMDOT final approval of the design plan based on a conditional right of way ("ROW") certification. NMDOT has given the City until January 2022 to obtain full ROW certification to proceed with construction. As per NMDOT ROW certification requirement, the City needs to confirm via a resolution that all trail improvements that will be constructed on City-owned properties will be open for use by the public as City ROW. Failing to do so, the City would have to return the funding by March 2022 as per 23 CFR § 630.112(c)(1).

ACTION REQUESTED:
To approve the resolution regarding public use requirement for the Canada Rincon Trail Project.

ATTACHMENTS:
Resolution
NMDOT Approved ROW Survey Maps
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Signe I. Lindell

Councilwoman Renee Villarreal

Councilor Michael J. Garcia

A RESOLUTION

DESIGNATING CERTAIN PROPERTY FOR PUBLIC USE PURSUANT TO THE REQUIREMENTS FOR CAÑADA RINCON MULTI-USE TRAIL PROJECT.

WHEREAS, the City of Santa Fe ("City") is a municipal organization duly organized and existing as a municipal corporation under and by virtue of the laws of the State of New Mexico; and

WHEREAS, the City's Governing Body is the duly recognized governing body acting with authority for the City and responsible for the exercise of its governmental powers; and

WHEREAS, for the Cañada Rincon Multi-Use Trail Project, Control No. S100660 ("Project"), the City is using local funds for design and right of way acquisition, and has received Federal Funds for construction from the New Mexico Transportation Alternatives Program ("TAP") administered by the New Mexico Department of Transportation ("NMDOT"); and

WHEREAS, receipt of the TAP Funds requires that the Project must be dedicated and open for public use; and

WHEREAS, the City of Santa Fe has identified the real property interests necessary for

the construction of the Project; and

WHEREAS, the Right of Way maps for the Project identify ten acquisition areas owned by the City, which property is identified as Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D which is depicted in Exhibit A; and

WHEREAS, Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D are owned by the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that:

1. The City hereby confirms the City property upon which the Project is planned to be constructed shall be dedicated for public use; and

2. Parcels 2-ESMT-1, 3-ESMT-1, 2-CME-2A, 2-CME-2B, 2-CME-2C, 2-CME-2D, 3-CME-2A, 3-CME-2B, 3-CME-2C and 3-CME-2D, which property is depicted on Exhibit A, shall be dedicated as public right-of-way.

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

_____

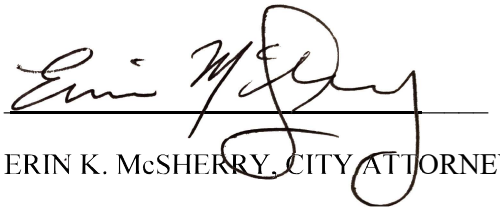
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Cañada Rincon Trail Dedication

FIR No. 10343

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Cañada Rincon Trail

Sponsor(s): Councilor Lindell and Councilwoman Villarreal

Reviewing Department(s): Public Works

Staff Completing FIR: Romella Glorioso-Moss Date: 09/08/21 Phone: 955-6623

Reviewed by City Attorney: _____ Date: Nov 17, 2021

Reviewed by Finance Director: _____ Date: Nov 19, 2021

Summary:
This Resolution designates certain City property for public use as part of the construction of the Cañada **Rincon Trail. The designation of property for this purpose complies with the NMDOT Transportation Alternative Program funding agreement approved by the Governing Body on May 11, 2021.**

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The Cañada Rincon Trail will not be constructed. Or, the City will have to fund 100% of the cost for constructing the Trail, which is currently estimated at $1.25 M.

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

Performance and Administrative Implications:
None identified after this Resolution is submitted to NMDOT.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
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:

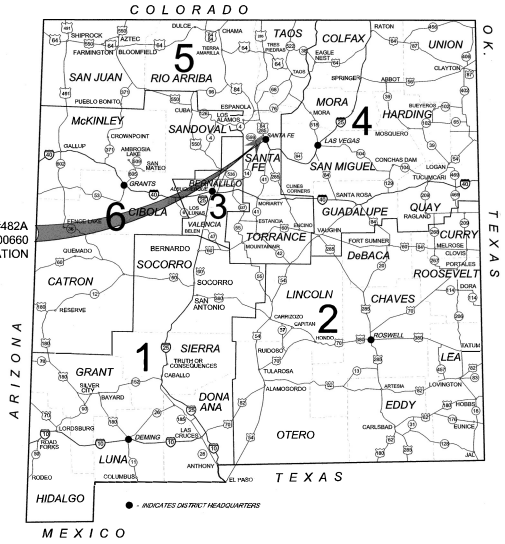
Revenue

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:

EASEMENT MAPS
N.M.P.# / PCN S100660 / CIP #482A
CANADA RINCON MULTI-USE TRAIL
LENGTH OF PROJECT 0.2842 MILES
LENGTH OF RIGHT-OF-WAY 0.2307 MILES

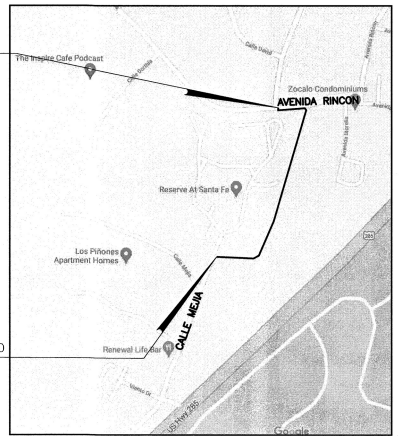
	INDEX OF SHEETS
No.	DESCRIPTION
1	TITLE SHEET
1A	PARCEL BLOCK SHEET
2	B.O.P. STA. 10+00.00 to STA. 15+00.00
3	STA. 15+00.00 to E.O.P. 25+00.39



VICINITY MAP
N.T.S.

END CONSTRUCTION STA. 25+00.39
MULTI-USE TRAIL SURVEY ℄

BEGIN CONSTRUCTION STA. 10+00.00
MULTI-USE TRAIL SURVEY ℄



LOCATION MAP
N.T.S.

APPROVED FOR ACQUISITION

EFFECTIVE August 5 , 20 21

LANDS ENGINEERING MANAGER
FOR THE SECRETARY OF THE
DEPARTMENT OF TRANSPORTATION

EASEMENT MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			
REVISIONS (OR CHANGE NOTICES)			

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY

PCN S100660

PARCEL BLOCK SHEET

MULTI–USE TRAIL EASEMENTS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-ESMT-1	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	4,125	0.0947	7.7353	7.8300 *,**,***
3-ESMT-1	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	8,064	0.1851	7.6449	7.8300 *,**,***

TEMPORARY CONSTRUCTION PERMITS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-TCP-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	971	0.0223	16.2777	16.3000 *,**
2-TCP-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	2,018	0.0463	16.2537	16.3000 *,**

CONSTRUCTION MAINTENANCE EASEMENTS

PARCEL NUMBER	OWNER	AREA sq.ft.	AREA acres	AREA REMAINDER acres	LARGER PARCEL acres
2-CME-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	419	0.0096	16.2904	16.3000 *,**
2-CME-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	8,713	0.2000	16.1000	16.3000 *,**
2-CME-2A	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	80	0.0018	7.8282	7.8300 *,**
2-CME-2B	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	407	0.0093	7.8207	7.8300 *,**
2-CME-2C	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	471	0.0108	7.8192	7.8300 *,**
2-CME-2D	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	1,940	0.0445	7.7855	7.8300 *,**
3-CME-1A	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	1,876	0.0431	16.2569	16.3000 *,**
3-CME-1B	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	100	0.0023	16.2977	16.3000 *,**
3-CME-1C	THE RESERVE AT SANTA FE LLC., A LIMITED LIABILITY COMPANY	3,668	0.0842	16.2158	16.3000 *,**
3-CME-2A	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	357	0.0082	7.8218	7.8300 *,**
3-CME-2B	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	245	0.0056	7.8244	7.8300 *,**
3-CME-2C	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	165	0.0038	7.8262	7.8300 *,**
3-CME-2D	CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO	322	0.0074	7.8226	7.8300 *,**

EASEMENT MAPS PREPARED BY:
WILSON & COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

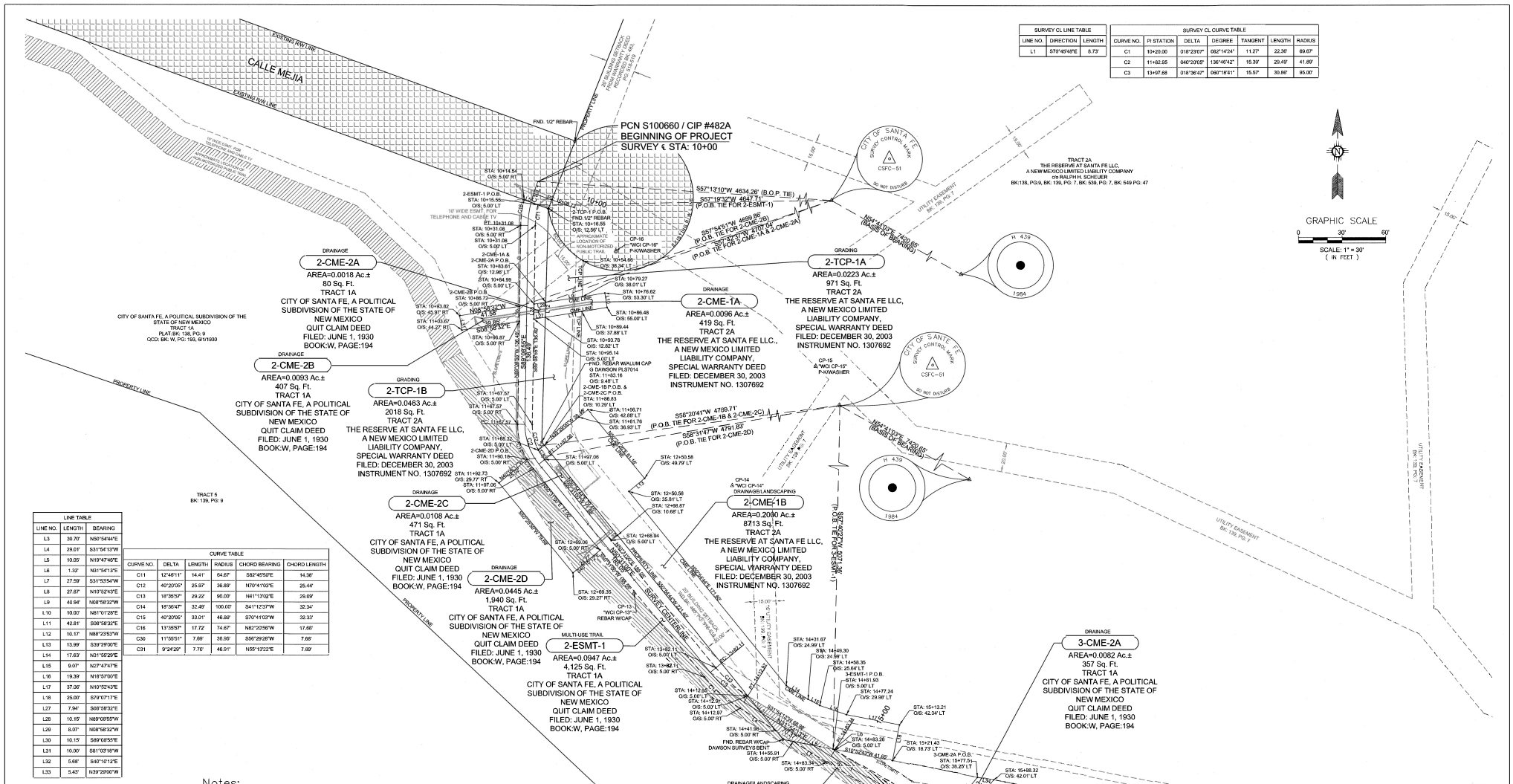
REVISIONS (OR CHANGE NOTICES)

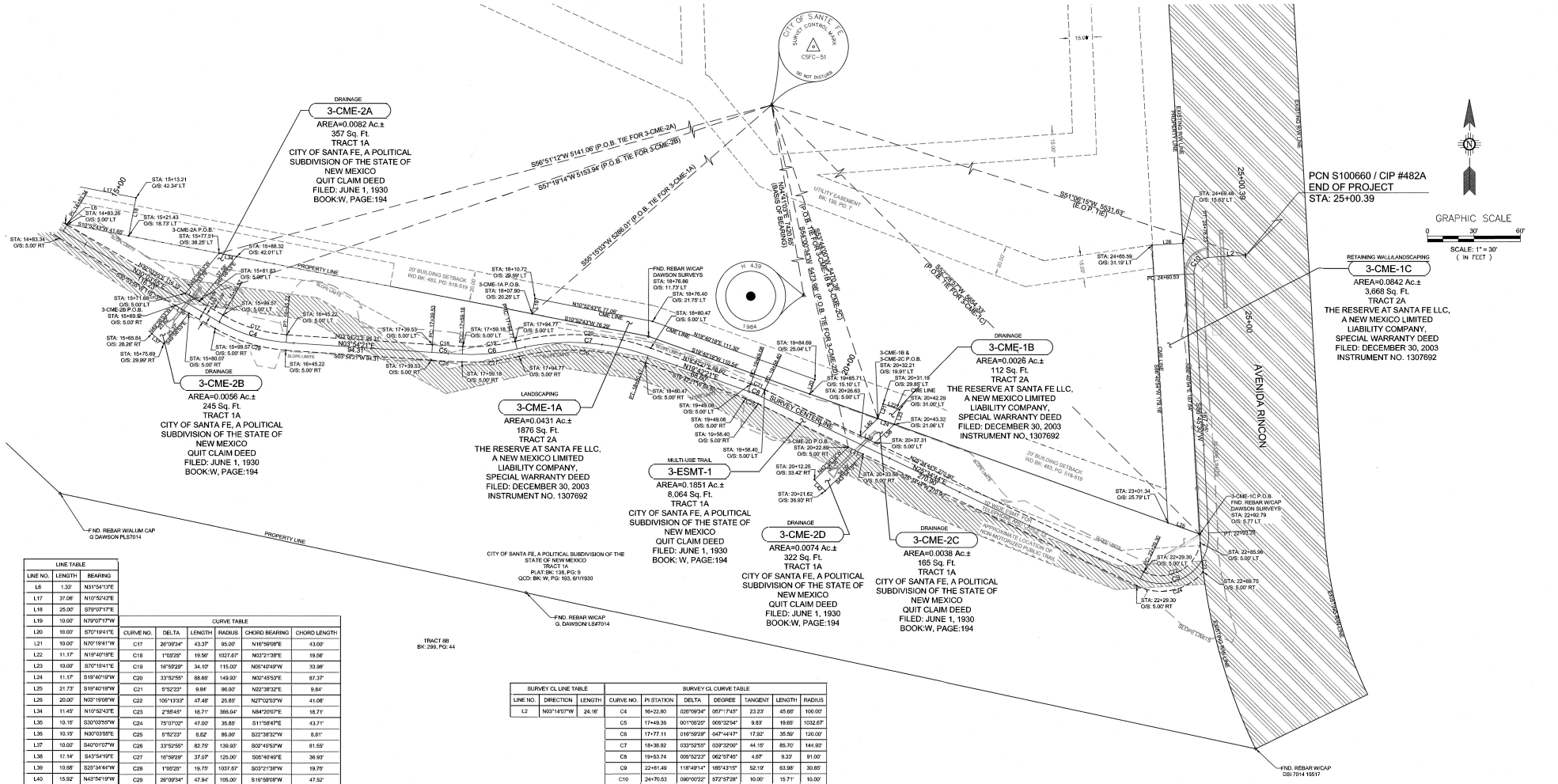
NOTE:
LARGER PARCEL AREAS WERE OBTAINED FROM:
PROPERTY TAX OF RECORDS: *
RECORDED PLAT (AS SHOWN ON MAPS): **
RECORDED DEED (AS SHOWN ON MAPS): ***
FIELD SURVEY DATA: ****

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY

PCN S100660


CALLE MEJIA
EXISTING R/W LINE
PROPERTY LINE
PCN S100660 / CIP #482A
BEGINNING OF PROJECT
SURVEY ℄ STA: 10+00
2-CME-2A
AREA=0.0018 Ac.±
80 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
2-CME-2B
AREA=0.0093 Ac.±
407 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
2-TCP-1B
AREA=0.0463 Ac.±
2018 Sq. Ft.
TRACT 2A
THE RESERVE AT SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY,
SPECIAL WARRANTY DEED
FILED: DECEMBER 30, 2003
INSTRUMENT NO. 1307692
2-CME-2C
AREA=0.0108 Ac.±
471 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
2-CME-2D
AREA=0.0445 Ac.±
1,940 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
2-ESMT-1
AREA=0.0947 Ac.±
4,125 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
2-CME-1A
AREA=0.0096 Ac.±
419 Sq. Ft.
TRACT 2A
THE RESERVE AT SANTA FE LLC., A NEW MEXICO LIMITED LIABILITY COMPANY,
SPECIAL WARRANTY DEED
FILED: DECEMBER 30, 2003
INSTRUMENT NO. 1307692
2-TCP-1A
AREA=0.0223 Ac.±
971 Sq. Ft.
TRACT 2A
THE RESERVE AT SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY,
SPECIAL WARRANTY DEED
FILED: DECEMBER 30, 2003
INSTRUMENT NO. 1307692
2-CME-1B
AREA=0.2000 Ac.±
8713 Sq. Ft.
TRACT 2A
THE RESERVE AT SANTA FE LLC, A NEW MEXICO LIMITED LIABILITY COMPANY,
SPECIAL WARRANTY DEED
FILED: DECEMBER 30, 2003
INSTRUMENT NO. 1307692
3-CME-2A
AREA=0.0082 Ac.±
357 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK:W, PAGE:194
3-ESMT-1
AREA=0.1851 Ac.±
8,064 Sq. Ft.
TRACT 1A
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
QUIT CLAIM DEED
FILED: JUNE 1, 1930
BOOK: W, PAGE:194
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO
TRACT 1A
PLAT:BK. 138, PG: 9
QCD: BK: W, PG: 193, 6/1/1930
TRACT 5
BK: 139, PG: 9
TRACT 2A
THE RESERVE AT SANTA FE LLC,
A NEW MEXICO LIMITED LIABILITY COMPANY
c/o RALPH H. SCHEUER
BK:138, PG:9, BK: 139, PG: 7, BK: 539, PG: 7, BK: 549 PG: 47
CITY OF SANTA FE SURVEY CONTROL MARK CSFC–51 DO NOT DISTURB
CITY OF SANTA FE SURVEY CONTROL MARK CSFC–51 DO NOT DISTURB
S57°13'10"W 4634.26' (B.O.P. TIE)
S57°19'32"W 4647.71' (P.O.B. TIE FOR 2-ESMT-1)
S57°54'51"W 4699.86' (P.O.B. TIE FOR 2-CME-2B)
S57°54'51"W 4711.04' (P.O.B. TIE FOR 2-CME-1A & 2-CME-2A)
N64°41'03"E 1420.85' (BASIS OF BEARING)
S56°20'41"W 4789.71' (P.O.B. TIE FOR 2-CME-1B & 2-CME-2C)
S56°31'47"W 4791.83' (P.O.B. TIE FOR 2-CME-2D)
N64°41'03"E 1420.85' (BASIS OF BEARING)
S57°20'22"W 4697.31' (P.O.B. TIE FOR 3-CME-2A)
H 4.39
1984
H 4.39
1984
GRAPHIC SCALE
0 30' 60'
SCALE: 1" = 30'
(IN FEET)
UTILITY EASEMENT BK: 139, PG: 7
UTILITY EASEMENT BK: 139, PG: 7
UTILITY EASEMENT BK: 139, PG: 7
SURVEY CENTERLINE
PROPERTY LINE
FND. 1/2" REBAR
FND. REBAR W/ALUM CAP G DAWSON PLS7014
FND. REBAR W/ALUM CAP DAWSON SURVEYS BENT
CP-13 "WCI CP-13" REBAR W/CAP
CP-14 & "WCI CP-14" DRAINAGE/LANDSCAPING
CP-15 & "WCI CP-15" P-K/WASHER
CP-16 "WCI CP-16" P-K/WASHER
20' BUILDING SETBACK
15' UTILITY EASEMENT
10' WIDE ESMT. FOR TELEPHONE AND CABLE TV
APPROXIMATE LOCATION OF NON-MOTORIZED PUBLIC TRAIL
EXISTING 50' R/W
EXISTING 80' ROADWAY AND UTILITY EASEMENT



LINE TABLE		
LINE NO.	LENGTH	BEARING
L6	1.33'	N31°54'13"E
L17	37.06'	N10°52'43"E
L18	25.00'	S79°07'17"E
L19	10.00'	N79°07'17"W
L20	10.00'	S70°19'41"E
L21	10.00'	N70°19'41"W
L22	11.17'	N19°40'19"E
L23	10.00'	S70°19'41"E
L24	11.17'	S19°40'19"W
L25	21.73'	S19°40'19"W
L26	20.00'	N03°19'08"W
L34	11.45'	N10°52'43"E
L35	10.15'	S30°03'55"W
L36	10.15'	N30°03'55"E
L37	10.00'	S40°01'07"W
L38	17.14'	S43°54'19"E
L39	10.58'	S25°34'44"E
L40	15.92'	N43°54'19"W
L41	10.58'	N25°34'44"E
L42	10.00'	S46°05'41"W

CURVE TABLE					
CURVE NO.	DELTA	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C17	26°09'34"	43.37'	95.00'	N16°59'08"E	43.00'
C18	1°02'25"	19.56'	1027.67'	N03°21'38"E	19.56'
C19	16°59'29"	34.10'	115.00'	N05°40'49"W	33.98'
C20	33°52'55"	88.68'	149.93'	N02°45'53"E	87.37'
C21	5°52'23"	9.84'	96.00'	N22°38'32"E	9.84'
C22	106°13'33"	47.48'	25.85'	N27°02'03"W	41.06'
C23	2°58'45"	18.71'	366.04'	N84°20'07"E	18.71'
C24	75°07'02"	47.00'	35.85'	S11°58'47"E	43.71'
C25	5°52'23"	8.82'	86.00'	S22°38'32"W	8.81'
C26	33°52'55"	82.79'	139.93'	S02°45'53"W	81.59'
C27	16°59'29"	37.07'	125.00'	S05°40'49"E	36.93'
C28	1°05'25"	19.75'	1037.67'	S03°21'38"W	19.75'
C29	26°09'34"	47.94'	105.00'	S16°59'08"W	47.52'

SURVEY CL LINE TABLE			
LINE NO.	DIRECTION	LENGTH	
L2	N03°14'07"W	24.16'	

SURVEY CL CURVE TABLE						
CURVE NO.	PI STATION	DELTA	DEGREE	TANGENT	LENGTH	RADIUS
C4	16+22.80	026°09'34"	057°17'45"	23.23'	45.68'	100.00'
C5	17+49.36	001°06'25"	005°32'54"	9.83'	19.65'	1032.67'
C6	17+77.11	016°59'29"	047°44'47"	17.92'	35.59'	120.00'
C7	18+38.92	033°52'55"	039°32'06"	44.15'	85.70'	144.93'
C8	19+53.74	006°52'23"	062°57'46"	4.87'	9.33'	91.00'
C9	22+81.49	118°49'14"	185°42'15"	52.19'	63.98'	30.85'
C10	24+70.53	090°00'22"	572°57'28"	10.00'	15.71'	10.00'

Notes:

1. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
2. BEARINGS ARE NEW MEXICO STATE PLANE GRID CENTRAL ZONE (NAD83) SCALED TO GROUND USING A CSGF=1.000426693.
3. BASIS OF BEARING: N.54°41'03"E. FROM SANTA FE COUNTY CONTROL MONUMENT CSFC 51 TO SANTA FE COUNTY CONTROL MONUMENT H 439.
4. DATE OF FIELD SURVEY: APRIL, 2021.
5. ALL STATIONS SHOWN FOR EXISTING MONUMENTS ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED. ALL STATIONS SHOWN FOR NEW EASEMENT FEATURES ARE TO SURVEY CENTERLINE UNLESS OTHERWISE NOTED.
6. EASEMENT DIMENSIONS ARE FROM THE SURVEY CENTERLINE.
7. BASIS OF STATIONING FOR SURVEY CENTERLINE DERIVED FROM CONSTRUCTION CENTERLINE.

Legend:

- CONTROL POINT
- FOUND PROPERTY CORNER
- PROPOSED NON-MOTORIZED TRAIL EASEMENT LINE
- CONSTRUCTION MAINTENANCE EASEMENT LINE
- TEMPORARY CONSTRUCTION PERMIT LINE
- EXISTING EASEMENT LINE
- SLOPE LIMITS LINE
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO BE VACATED BY THIS PLAT
- PORTION OF NON-MOTORIZED TRAIL EASEMENT TO REMAIN
- EXISTING 50' RIGHT OF WAY FOR CALLE MEJIA BK: 125, PG: 23
- EXISTING 80' ROADWAY AND UTILITY EASEMENT BK: 138, PG: 9, (AVENIDA RINCON)

EASEMENT MAPS PREPARED BY:

WILSON &COMPANY
4401 MASTHEAD ST. NE, SUITE 150
ALBUQUERQUE, NEW MEXICO 87109
PHONE: 505-348-4000
FAX: 505-348-4055

NO.	DESCRIPTION	DATE	BY
4			
3			
2			
1			

REVISIONS (OR CHANGE NOTICES)

FOR OWNERS NAME AND AREAS FOR PARCEL NUMBERS SHOWN SEE SHEET 1A OF 3.

SANTA FE GRANT
SANTA FE COUNTY
PROJECTED SECTION 14
TOWNSHIP 19 NORTH, RANGE 9 EAST

SURVEYOR'S CERTIFICATION

I CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND THAT THESE EASEMENT MAPS ARE AN INTERIM PRODUCT OF PROJECT DESIGN DEVELOPMENT AND WERE PREPARED BY ME OR UNDER MY DIRECTION AND ARE BASED ON ACTUAL FIELD SURVEYS PERFORMED UNDER MY DIRECTION FROM MAY 2021 TO JUNE 2021, CONFORMANCE WITH THE STATE OF NEW MEXICO'S MINIMUM STANDARDS FOR EASEMENT SURVEYING WILL OCCUR FOLLOWING ACTUAL ACQUISITION OF EASEMENT REQUIRED BY PROJECT NUMBER: PCN S100660.

BENJAMIN A. ARAGON N.M.P.S. 15268
4401 MASTHEAD ST NE, SUITE 150
ALBUQUERQUE, N.M. 87109
Ph: 1 (505) 348-4000

8.3.21
DATE

PCN S100660

FINAL MAP
DATE: 8/5/2021

NEW MEXICO DEPARTMENT OF TRANSPORTATION
EASEMENT MAP
NEW MEXICO PROJECT NO.
CITY OF SANTA FE
S100660/CIP #482A
SANTA FE COUNTY
SCALE 1"=30' SHEET 3 OF 3

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(MULTI-USE TRAIL)
2-ESMT-1
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book W, Page 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on a curve on the Northwest corner of said tract herein described also being a point on the Eastern Existing (2021) Right of Way line of Calle Mejia, said point being on survey centerline Station 10+15.55, Offset 5.00 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°19'32"W. 4647.71 feet distant; thence from said Point of Beginning,

14.41 feet on a curve to the left having Radius of 64.67 feet and Delta Angle of 12°46'11", (Chord Bearing S.82°45'50"E., Chord Distance 14.38 feet); to a point of tangency at Station 10+31.08, Offset 5.00 feet left; thence,

S.89°08'55"E., a distance of 136.49 feet to a point of curvature at Station 11+67.57, Offset 5.00 feet left; thence,

25.97 feet on a curve to the left having Radius of 36.89 feet and Delta Angle of 40°20'05", (Chord Bearing N.70°41'03"E., Chord Distance 25.44 feet); to a point of tangency at Station 11+97.06, Offset 5.00 feet left; thence,

N.50°31'00"E., a distance of 185.05 feet to a point of curvature at Station 13+82.11, Offset 5.00 feet left; thence,

29.22 feet on a curve to the left having Radius of 90.00 feet and Delta Angle of 18°35'57", (Chord Bearing N.41°13'02"E., Chord Distance 29.09 feet); to an angle point at Station 14+12.95, Offset 5.00 feet left; thence along the Eastern boundary of The Reserve at Santa Fe LLC,

N.50°54'44"E., a distance of 30.70 feet to an angle point at Station 14+41.98, Offset 5.00 feet right; thence leaving said Eastern boundary of The Reserve at Santa Fe LLC,

S.31°54'13"W., a distance of 29.01 feet to a point of curvature at Station 14+12.97, Offset 5.00 feet right; thence,

32.49 feet on a curve to the right having Radius of 100.00 feet and Delta Angle of 18°36'47", (Chord Bearing S.41°12'37"W., Chord Distance 32.34 feet); to an angle point at Station 13+82.11, Offset 5.00 feet right; thence

S.50°31'00"W., a distance of 185.05 feet to a point of curvature at Station 11+97.06, Offset 5.00 feet right; thence,

33.01 feet on a curve to the right having Radius of 46.89 feet and Delta Angle of 40°20'05", (Chord Bearing S.70°41'03"W., Chord Distance 32.33 feet); to a point of tangency at Station 11+67.57, Offset 5.00 feet right; thence

N.89°08'55"W., a distance of 136.49 feet to a point of curvature at Station 10+31.08, Offset 5.00 feet right; thence,

17.72 feet on a curve to the right having Radius of 74.67 feet and Delta Angle of 13°35'57", (Chord Bearing N.82°20'56"W., Chord Distance 17.68 feet); to an angle point on the Eastern Existing (2021) Right of Way line of Calle Mejia Road at Station 10+14.54, Offset 5.00 feet right; thence along said Eastern Right of way line,

N.19°47'46"E. a distance of 10.05 feet to the Point of Beginning;

Said tract contains 4,125 Square Feet or 0.0947 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21

Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(MULTI-USE TRAIL)
3-ESMT-1
CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book W, Page 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC,., said point being on survey centerline Station 14+81.93, Offset 5.00 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°40'27"W. 5071.36 feet distant; thence from said Point of Beginning,

N.31°54'13"E., a distance of 1.33 feet to an angle point at Station 14+83.26, Offset 5.00' left; thence,

N.30°03'55"E., a distance of 116.15 feet to a point of curvature at Station 15+99.57, Offset 5.00' left; thence,

43.37 feet on a curve to the left having Radius of 95.00 feet and Delta Angle of 26°09'34", (Chord Bearing N.16°59'08"E., Chord Distance 43.00 feet); to a point of tangency at Station 16+45.22, Offset 5.00 feet left; thence,

N.03°54'21"E., a distance of 94.31 feet to a point of curvature at Station 17+39.53, Offset 5.00' left; thence,

19.56 feet on a curve to the left having Radius of 1027.67 feet and Delta Angle of 01°05'25", (Chord Bearing N.03°21'38"E., Chord Distance 19.56 feet); to a point of compound curvature at Station 17+59.18, Offset 5.00 feet left; thence,

34.10 feet on a curve to the left having Radius of 115.00 feet and Delta Angle of 16°59'29", (Chord Bearing N.05°40'49"W., Chord Distance 33.98 feet); to a point of reverse curvature at Station 17+94.77, Offset 5.00 feet left; thence,

88.66 feet on a curve to the right having Radius of 149.93 feet and Delta Angle of 33°52'55", (Chord Bearing N.02°45'53"E., Chord Distance 87.37 feet); to a point of tangency at Station 18+80.47, Offset 5.00 feet left; thence,

N.19°42'21"E., a distance of 68.60 feet to a point of curvature at Station 19+49.08, Offset 5.00' left; thence,

9.84 feet on a curve to the right having Radius of 96.00 feet and Delta Angle of 05°52'23", (Chord Bearing N.22°38'32"E., Chord Distance 9.84 feet); to a point of tangency at Station 19+58.40, Offset 5.00 feet left; thence,

N.25°34'44"E., a distance of 270.90 feet to a point of curvature at Station 22+29.30, Offset 5.00' right; thence,

47.48 feet on a curve to the left having Radius of 25.85 feet and Delta Angle of 105°13'33", (Chord Bearing N.27°02'03"W., Chord Distance 41.08 feet); to a point on a non-tangent curve and being the Southern line of an Existing 80 foot wide Access and Utility Easement, recorded in Bk:138, Pg. 009 with the Santa Fe County Clerk, at Station 22+85.96, Offset 5.00 feet left; thence along said Easement line,

18.71 feet on a curve to the left having Radius of 366.04 feet and Delta Angle of 02°55'45", (Chord Bearing N.84°20'07"E., Chord Distance 18.71 feet); to a point on a non-tangent curve at Station 22+69.75, Offset 5.00 feet right; thence leaving said Easement line,

47.00 feet on a curve to the right having Radius of 35.85 feet and Delta Angle of 75°07'02", (Chord Bearing S.11°58'47"E., Chord Distance 43.71 feet); to a point of tangency at Station 22+29.30, Offset 5.00 feet right; thence

S.25°34'44"W., a distance of 270.90 feet to a point of curvature at Station 19+58.40, Offset 5.00' right; thence,

8.82 feet on a curve to the left having Radius of 86.00 feet and Delta Angle of 05°52'23", (Chord Bearing S.22°38'32"W., Chord Distance 8.81 feet); to a point of tangency at Station 19+49.08, Offset 5.00 feet right; thence,

S.19°42'21"W., a distance of 68.60 feet to a point of curvature at Station 18+80.47, Offset 5.00' right; thence,

82.75 feet on a curve to the left having Radius of 139.93 feet and Delta Angle of 33°52'55", (Chord Bearing S.02°45'53"W., Chord Distance 81.55 feet); to a point of reverse curvature at Station 17+94.77, Offset 5.00 feet right; thence,

37.07 feet on a curve to the right having Radius of 125.00 feet and Delta Angle of 16°59'29", (Chord Bearing S.05°40'49"E., Chord Distance 36.93 feet); to a point of compound curvature at Station 17+59.18, Offset 5.00 feet right; thence,

19.75 feet on a curve to the right having Radius of 1037.67 feet and Delta Angle of 01°05'25", (Chord Bearing S.03°21'38"W., Chord Distance 19.75 feet); to a point of tangency at Station 17+39.53, Offset 5.00 feet right; thence,

S.03°54'21"W., a distance of 94.31 feet to a point of curvature at Station 16+45.22, Offset 5.00' right; thence,

47.94 feet on a curve to the right having Radius of 105.00 feet and Delta Angle of 26°09'34", (Chord Bearing S.16°59'08"W., Chord Distance 47.52 feet); to a point of tangency at Station 15+99.57, Offset 5.00 feet right; thence,

S.30°03'55"W., a distance of 116.23 feet to an angle point at Station 14+83.34, Offset 5.00' right; thence,

S.31°53'54"W., a distance of 27.59 feet to an angle point on the Eastern boundary of The Reserve at Santa Fe LLC,., at Station 14+55.91, Offset 5.00' right; thence along said Eastern boundary,

N.10°52'43"E., a distance of 27.87 feet to the Point of Beginning. Said tract contains 8064 Sq Ft or 0.1851 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21

Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

BENJAMIN M. ARAGON NEW MEXICO 15268 8-3-21 PROFESSIONAL SURVEYOR

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2A

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Western Boundary of The City of Santa Fe, a Political Subdivision of the State of New Mexico, said point being on survey centerline Station 10+83.61, Offset 12.96 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°42'37"W. 4707.04 feet distant; thence from said Point of Beginning,

S.88°23'53"E., a distance of 10.17 feet to an angle point on the northern line of proposed trail easement at Station 10+93.78, Offset 12.82 feet left; thence along said trail easement,

S.08°58'32"E., a distance of 7.94 feet to an angle point at Station 10+95.14, Offset 5.00 feet left; thence,

N.89°08'55"W., a distance of 10.15 feet to an angle point at Station 10+84.99, Offset 5.00 feet left; thence,

N.08°58'32"W., a distance of 8.07 feet to the Point of Beginning.

Said tract contains 80 Sq Ft or 0.0018 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

BENJAMIN M. ARAGON NEW MEXICO 15268 8.3.21 PROFESSIONAL SURVEYOR

PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2B

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 10+86.72, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°54'51"W. 4699.86 feet distant; thence from said Point of Beginning,

S.89°08'55"E., a distance of 10.15 feet to an angle point on the southern line of the proposed trail easement at Station 10+96.87, Offset 5.00 feet right; thence along said proposed trail easement,

S.08°58'32"E., a distance of 39.85 feet to an angle point at Station 11+03.67, Offset 44.27 feet right; thence,

S.81°03'18"W., a distance of 10.00 feet to an angle point at Station 10+93.82, Offset 45.97 feet right; thence,

N.08°58'32"W., a distance of 41.58 feet to the Point of Beginning.

Said tract contains 407 Sq Ft or 0.0093 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-24
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2C

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Northwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 11+86.83, Offset 10.29 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.58°20'41"W. 4789.71 feet distant; thence from said Point of Beginning,

N.50°54'44"E., a distance of 79.45 feet along said Eastern Boundary to an angle point at Station 12+68.87, Offset 10.68 feet left; thence,

S.40°10'12"E., a distance of 5.68 feet to an angle point on the Western line of a Proposed Trail Easement at Station 12+68.94, Offset 5.00 feet left; thence along said proposed trail easement,

S.50°31'00"W., a distance of 71.88 feet to a point of curvature at Station 11+97.06, Offset 5.00 feet left; thence,

7.69 feet along a curve to the right with a Radius of 36.95 feet and a Delta of 11°55'51", (Chord Bearing: S56°29'28"W, Chord Distance: 7.68 feet), to an angle point at Station 11+88.32, Offset 5.00 feet left: thence leaving said Western line of Proposed Trail Easement,

N.39°29'00"W., a distance of 5.43 feet to the Point of Beginning.

Said tract contains 471 Sq Ft or 0.0108 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8 · 3 · 21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
2-CME-2D

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Northwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 11+90.18, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.58°31'47"W. 4791.83 feet distant; thence from said Point of Beginning along the Eastern line of Proposed Trail Easement,

7.70 feet along a curve to the left with a Radius of 46.91 feet and a Delta of 9°24'29", (Chord Bearing: N55°13'22"E, Chord Distance: 7.69 feet), to an angle point of tangency at Station 11+97.06, Offset 5.00 feet right; thence,

N.50°31'00"E., a distance of 72.00 feet along said Eastern line of Proposed Trail Easement to an angle point at Station 12+69.06, Offset 5.00 feet right; thence leaving said Proposed Trail Easement,

S.40°10'12"E., a distance of 24.27 feet to an angle point at Station 12+69.35, Offset 29.27 feet right; thence,

S.50°25'50"W., a distance of 79.69 feet to an angle point at Station 11+92.73, Offset 29.77 feet right; thence,

N.40°06'17"W., a distance of 25.02 feet to the Point of Beginning.

Said tract contains 1,940 Sq Ft or 0.0445 Acres, more or less.

Surveyor's Certification

I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2A

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 15+77.51, Offset 38.25 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.56°51'12"W. 5141.06 feet distant; thence from said Point of Beginning along said Eastern Boundary,

N.10°52'43"E., a distance of 11.45 feet along said Eastern Boundary to an angle point at Station 15+88.32, Offset 42.01 feet left; thence leaving said Eastern Boundary,

S.49°58'53"E., a distance of 37.58 feet to an angle point on the Western line of Proposed Trail Easement at Station 15+81.83, Offset 5.00 feet left; thence along said Western line,

S.30°03'55"W., a distance of 10.15 feet to an angle point at Station 15+71.68, Offset 5.00 feet left; thence leaving said Western line,

N.49°58'53"W., a distance of 33.76 feet to the Point of Beginning.

Said tract contains 357 Sq Ft or 0.0082 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2B

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 15+69.92, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.57°19'14"W. 5153.94 feet distant; thence from said Point of Beginning along the Western line of a Proposed Trail Easement,

N.30°03'55"E., a distance of 10.15 feet along said Western line to an angle point at Station 15+80.07, Offset 5.00 feet right; thence leaving said Western line,

S.49°58'53"E., a distance of 25.37 feet to an angle point at Station 15+75.69, Offset 29.99 feet right; thence,

S.40°01'07"W., a distance of 10.00 feet to an angle point at Station 15+65.84, Offset 28.26 feet right; thence,

N.49°58'53"W., a distance of 23.62 feet to the Point of Beginning.

Said tract contains 245 Sq Ft or 0.0056 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2C

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 20+32.21, Offset 19.91 feet left of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.53°44'00"W. 5470.38 feet distant; thence from said Point of Beginning along said Eastern Boundary,

N.19°40'19"E., a distance of 11.17 feet to an angle point at Station 20+43.32, Offset 21.06 feet left; thence,

S.43°54'19"E., a distance of 17.14 feet to an angle point on the Western line of a Proposed Trail Easement at Station 20+37.31, Offset 5.00 feet left; thence along said Western line,

S.25°34'44"W., a distance of 10.68 feet to an angle point at Station 20+26.63, Offset 5.00 feet left; thence leaving said Western line,

N.43°54'19"W., a distance of 15.92 feet to the Point of Beginning.

Said tract contains 165 Sq Ft or 0.0038 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000

8·3·21
Date



PROPERTY DESCRIPTION
N.M.P.# S100660
PCN S100660
CIP #482A

(DRAINAGE)
3-CME-2D

CITY OF SANTA FE, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO

A certain tract of land situate within the Santa Fe Grant, Santa Fe County, Santa Fe, New Mexico, within projected Section 14, Township 19 North, Range 9 East, same as being a portion of the land described in Quit Claim Deed filed June 1, 1930 in the Office of the County Clerk in Book: W, Page: 194, and being more particularly described by New Mexico State Plane Grid Bearings (Central Zone) and ground distances as follows:

BEGINNING at a point on the Southwest corner of said tract herein described also being a point on the Eastern Boundary of The Reserve at Santa Fe LLC., a New Mexico Limited Liability Company, said point being on survey centerline Station 20+22.89, Offset 5.00 feet right of N.M.P.# S100660, County of Santa Fe, State of New Mexico, whence the City of Santa Fe Control Monument Brass Cap in concrete stamped "CSFC 51" found in place bears S.54°00'34"W. 5473.98 feet distant; thence from said Point of Beginning along the Eastern line of a Proposed Trail Easement,

N.25°34'44"E., a distance of 10.68 feet to an angle point at Station 20+33.56, Offset 5.00 feet right; thence leaving said Eastern line,

S.43°54'19"E., a distance of 34.09 feet to an angle point at Station 20+21.62, Offset 36.93 feet right; thence,

S.46°05'41"W., a distance of 10.00 feet to an angle point at Station 20+12.25, Offset 33.42 feet right; thence,

N.43°54'19"W., a distance of 30.35 feet to the Point of Beginning.

Said tract contains 322 Sq Ft or 0.0074 Acres, more or less.

Surveyor's Certification
I, Benjamin M. Aragon, New Mexico Professional Surveyor No. 15268, do hereby certify that this Property Description was prepared by me or under my supervision, meets the minimum requirements for surveys in New Mexico, and is true and accurate to the best of my knowledge and belief.

8-3-21
Date

Benjamin M. Aragon, N.M.P.S. No. 15268
Wilson & Company, Inc.
4401 Masthead St NE, Suite 150
Albuquerque, NM 87109
(505)348-4000



ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell, Councilwoman VIllarreal, and Councilor Garcia)
A Resolution Designating Certain Property for Public Use Pursuant to the Requirements for Cañada Rincon Multi-Use Trail Project. (Romella Glorioso-Moss, Projects Administrator: rsglorioso-moss@santafenm.gov, 955-6623)

Committee	**Review:**
Introduced:	10/27/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe New Mexico
Memorandum

DATE: September 22, 2021

TO: Economic Development Advisory Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

VIA: Richard Brown
RICH BROWN, DIRECTOR,
COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

FROM: _____
TERRY LEASE, ASSET DEVELOPMENT MANAGER

RE: Las Estrellas Local Preference

ITEM & ISSUE
To accomplish the master planned development of Las Estrellas, it is desirable to align the Governing Body's goals with prospective offerors. The City will prioritize the most monetarily beneficial sale that will provide a local preference for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations. The attached resolution provides for the minimum criteria for bidding on the land.

BACKGROUND AND SUMMARY
On December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated, a New Mexico corporation ("Santa Fe Estates") terminated a 90-year old agreement between the parties. The City conducted an extensive due diligence process before obtaining the property. During the due diligence process, the City found that under the agreement Santa Fe Estates owed the City approximately $3,016,171. In order to pay back its debt, Santa Fe Estates agreed to: i) give the City full ownership of the remaining 248.03 of Santa Fe Estates land, ii) assign the rights of declarant under the master and residential covenant conditions and restrictions, and iii) provide for 30 acre feet of water to be deposited in the City's water bank.

The appraised value of the total 248.03 acres of land was $4,532,340.00; this consists of nine tracts of land known as: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, Tract 8B-1A. Because the effective date of appraisal is more than 12 months old, the property will be re-appraised.

The Governing Body adopted Resolution No. 2021-16 regarding the sale of properties requiring approval by Governing Body for a public announcement at a public meeting on March 10, 2021. The Resolution exempted properties already announced as "for sale" at the time of the adoption of the resolution. Las Estrellas was announced as "for sale" at the time of the adoption of the Resolution 2021-16 and is therefore is exempt from its requirements.

ACTION REQUESTED:
Staff recommends approval of the resolution attached hereto.

ATTACHMENTS:
Resolution
Special Warranty Deed
Assignment & Delegation of Declarant Rights & Status
Surveys
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor JoAnne Vigil Coppler

A RESOLUTION

ESTABLISHING CRITERIA FOR SELECTION OF A PURCHASER OF THE LAS ESTRELLAS PROPERTY, INCLUDING A LOCAL PREFERENCE AND OTHER MINIMUM CRITERIA.

WHEREAS, on December 17, 2019, the City of Santa Fe ("City") and Santa Fe Estates Incorporated, a New Mexico corporation ("Santa Fe Estates") terminated a 90-year-old development and profit-sharing agreement between the parties, which resulted in the City reacquiring fee simple title to 248.03 acres in the Northwest Quadrant of the City (Las Estrellas); and

WHEREAS, during the due diligence process the City found that Santa Fe Estates owed the City $3,016,171;

WHEREAS, the 2020 appraised value of Las Estrellas is $4,532,340.00;

WHEREAS, Las Estrellas consists of nine tracts of land: Tract NPR1, Tract NPR3, Tract NPR4, Tract NPR5, Tract NPR6, Tract NPR7, Tract 2, Tract 6A, and Tract 8B-1A; and

WHEREAS, the nine tracts of land are all subject to certain covenants, conditions,

restrictions and the Las Estrellas Master Plan, which governs the area's zoning, density, minimum requirements for affordable housing, and the location of open spaces ("Master Plan"); and

WHEREAS, the Governing Body wishes to sell Las Estrellas to a purchaser who will develop it according to the applicable covenants, conditions, restrictions, and Master Plan; and

WHEREAS, the Governing Body wishes to offer a preference for bids from local purchasers, purchasers who will use local lenders, purchases who use local title companies, and purchasers who will use local builders; and

WHEREAS, in addition to the local preference and minimum criteria, the Governing Body wishes to obtain at least the appraised value of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City will use the following criteria for selecting a purchaser for Las Estrellas:

1. Minimum criteria, listed below;
2. A local preference for local purchasers, purchasers using local lenders, purchasers using local title insurance companies, and purchasers using local builders of up to six percent (6%), which is consistent with the weight of the local preference offered in City procurement; and
3. Highest offered purchase price, as adjusted by local preference.

BE IT FURTHRER RESOLVED that, to receive the local preference an offeror, lender, and purchaser, as applicable, must hold City of Santa Fe or Santa Fe County business license and submit proof of paying taxes as a Santa Fe City or County business.

BE IT FURTHER RESOLVED that the minimum criteria shall include the following:

1. a minimum bid of the appraised price or higher;
2. proof of financial ability to pay for the land;
3. proof of financial viability to develop the land in accordance with the Master Plan;

4. an agreement to follow the Master Plan, covenants, conditions, and restrictions, including those of the homeowners association, and development guidelines; and

5. an agreement to dedicate all open spaces and rights of way in accordance with the Master Plan.

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/Las Estrellas Local Preference

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SPECIAL WARRANTY DEED

SANTA FE ESTATES, INCORPORATED, a New Mexico corporation, for consideration paid, grants to THE CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation, the address of which is 200 Lincoln Avenue, Santa Fe, New Mexico 87501, real estate in Santa Fe County, New Mexico more specifically described in Exhibit A attached hereto and made a part hereof.

SUBJECT TO all liens, encumbrances, covenants, restrictions, easements of record, and unpaid taxes for the current and subsequent years;

and as to TRACT NPR1, TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6, TRACT NPR7, TRACT 6A, and TRACT 8B-1A, specifically subject to the Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on November 6, 2003 in Book 2702, pages 831–858, Instrument No. 1299,815, as amended by the First Amendment to Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on June 17, 2004 as Instrument No. 1333332, as further amended by the Second Amendment to Las Estrellas Residential Tracts Declaration of Covenants, Conditions and Restrictions filed for record on June 20, 2017 as Instrument No. 1828853, all in the records of Santa Fe County, New Mexico;

with special warranty covenants.

SANTA FE ESTATES, INCORPORATED,
a New Mexico corporation

By: David D. Gurule, ATTORNEY-IN-FACT Dated: September 10, 2020
Name: David D. Gurule
As: Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020, by David D. Gurule.

My commission expires:

Notary

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 26, 2021

COUNTY OF SANTA FE } SPECIAL WARRANTY DEED
STATE OF NEW MEXICO } ss PAGES: 4

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:51 PM
And Was Duly Recorded as Instrument # 1927650
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927650 09/11/20 SFC

EXHIBIT A
to
Special Warranty Deed

"TRACT NPR1"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR1", CONTAINING 179.5337 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 AND PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND SITUATE IN THE CITY AND COUNTY OF SANTA FE NEW MEXICO, AS SHOWN ON " LOT SPLIT NORTH PART REMAINDER TRACT FOR SANTA FE ESTATES," PREPARED BY JAMES B. SANCHEZ, NMPS,12655, ON DECEMBER 19, 2016, HAVING PROJECT No. 170911-12 SFE LS AND RECORDED ON FEBRUARY 21, 2018, IN PLAT BOOK 830, PAGES 2-3, AS INST. # 1850508, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR3"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR3," CONTAINING 17.1781 ACRES MORE OR LESS AND REING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7," PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR4"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR4", CONTAINING 3.4258 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR5"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR5", CONTAINING 1.715 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11,

2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR6"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR6", CONTAINING 0.8608 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT NPR7"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT NPR7", CONTAINING 24.2737 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION I2 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "BOUNDARY SURVEY OF RESIDUAL PARCELS WITHIN THE "NORTH PART REMAINDER TRACT OF THE SANTA FE ESTATES SUBDIVISION, BEING TRACT NPR3, TRACT NPR4, TRACT NPR5, TRACT NPR6 AND TRACT NPR7", PREPARED BY JAMES B. SANCHEZ, NMPS, 12655, ON JULY 30, 2018, HAVING PROJECT No. 170911 – 12 SFE RES AND RECORDED ON SEPTEMBER 11, 2020, IN PLAT BOOK 867, PAGES 1-2, AS INST. #1927579, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 2"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 2", CONTAINING 2.050 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT LINE ADJUSTMENT FOR SANTA FE ESTATES INC.," PREPARED BY JAMES J. MEDRANO, NMPS, 5217, ON MARCH 1, 1995, HAVING PROJECT No. L – 436, AND RECORDED ON NOVEMBER 29, 1995, IN PLAT BOOK 321, PAGE 039, AS INST. #926-330, RECORDS OF SANTA FE COUNTY, NEW MEXICO. (Less and excepting therefrom those lands as contained in Warranty Deed to the State Highway Department for Right of Way recorded on May 8, 2000, in Book 1764, Page 299, as Inst. #1115-728, Records of Santa Fe County, New Mexico).

"TRACT 6A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 6A", CONTAINING 19.736 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 11 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "LOT SPLIT OF THE SOUTHWEST PART REMAINDER TRACT, LAS ESTRELLAS SUBDIVISION, TRACT 5C, TRACT RD, TRACT 5E & TRACT 6A", PREPARED BY DEAN SHRADER, NMPS, 12451, AND

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RECORDED ON OCTOBER 4, 2007, IN PLAT BOOK 665, PAGES 47-48, AS INST. #1501993, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

"TRACT 8B-1A"

A CERTAIN PARCEL OF LAND KNOWN AS "TRACT 8B-1A", CONTAINING 1.85 ACRES MORE OR LESS AND BEING SITUATE WITHIN PROJECTED SECTION 12 OF TOWNSHIP 17 NORTH, RANGE 09 EAST OF THE NEW MEXICO PRINCIPAL MERIDIAN, AND WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, AS SHOWN ON "DIVISION PLAT OF TRACT 8B-1", PREPARED BY EDWARD M. TRUJILLO, NMPS, 12352, AND RECORDED ON MAY 1, 2015, IN PLAT BOOK 787, PAGE 023, AS INST. #1763362, RECORDS OF SANTA FE COUNTY, NEW MEXICO.

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COUNTY OF SANTA FE } ASSIGNMENT OF RIGHTS
STATE OF NEW MEXICO } ss PAGES: 3

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:49 PM
And Was Duly Recorded as Instrument # 1927648
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927648 09/11/20 SFC

ASSIGNMENT & DELEGATION OF DECLARANT RIGHTS & STATUS

This Assignment and Delegation of Declarant Rights and Status (this "Agreement") is entered into as of September 10, 2020, by and between Santa Fe Estates, Incorporated, a New Mexico corporation ("Santa Fe Estates"), and The City of Santa Fe, a New Mexico municipal corporation (the "City").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on November 6, 2003 in Book 2702, pages 831–858, Instrument No. 1299,815, as amended by the First Amendment to Santa Fe Estates Residential Tracts Declaration of Covenants, Conditions and Restrictions, filed for record on June 17, 2004 as Instrument No. 1333332, as further amended by the Second Amendment to Las Estrellas Residential Tracts Declaration of Covenants, Conditions and Restrictions filed for record on June 20, 2017 as Instrument No. 1828853, all in the records of Santa Fe County, New Mexico, (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.7 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

e-Recorded 1927648 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Santa Fe Estates, Incorporated,
a New Mexico corporation

By: ATTORNEY-IN-FACT Date: 9/10/2020
David D. Gurule, Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020 by David D. Gurule.

My commission expires:

Notary

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 20, 2021

e-Recorded 1927648 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The City of Santa Fe,
a New Mexico municipal corporation

By: _____
Alan Webber, Mayor

Attested:

_____
Yolanda Y. Vigil, City Clerk

Approved as to form:

_____ F-02
Erin K. McSherry, City Attorney

Approved:

_____
for Mary T. McCoy, Finance Director

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 11, 2020, by Alan Webber.

My commission expires: 7-24-22

_____
Notary

COUNTY OF SANTA FE } ASSIGNMENT OF RIGHTS
STATE OF NEW MEXICO } ss PAGES: 3

I Hereby Certify That This Instrument Was e-Recorded for
Record On The 11TH Day Of September, A.D., 2020 at 03:09:50 PM
And Was Duly Recorded as Instrument # 1927649
Of The Records Of Santa Fe County
Witness My Hand And Seal Of Office
Geraldine Salazar
Deputy - DLROMERO County Clerk, Santa Fe, NM

e-Recorded 1927649 09/11/20 SFC

ASSIGNMENT & DELEGATION OF DECLARANT RIGHTS & STATUS

This Assignment and Delegation of Declarant Rights and Status (this "Agreement") is entered into as of September 10, 2020, by and between Santa Fe Estates, Incorporated, a New Mexico corporation ("Santa Fe Estates"), and The City of Santa Fe, a New Mexico municipal corporation (the "City").

RECITALS

THE PARTIES HERETO enter into this Agreement on the basis of the following facts, understandings, and intentions:

A. On January 25, 1930, Santa Fe Estates' predecessor-in-interest and the City entered into an agreement to develop certain real estate (the "Property").

B. Over time, Santa Fe Estates developed the Property, and, as part of the development of the Property, Santa Fe Estates recorded the Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on November 5, 2003 in Book 2701, pages 875–903, as Instrument No. 1299,655, records of Santa Fe County, New Mexico, as amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Santa Fe Estates, filed for record on June 17, 2004 as Instrument No. 133,3331 in the records of Santa Fe County, New Mexico (collectively, the "Declaration"), under which Santa Fe Estates retained the rights and duties of "Declarant".

C. Santa Fe Estates and the City have mutually agreed to terminate the development agreement, and, by this Agreement, Santa Fe Estates desires to assign and delegate to the City, and the City desires to accept from Santa Fe Estates, all Santa Fe Estates rights and duties as Declarant under the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Pursuant to Section 1.8 of the Declaration, Santa Fe Estates hereby assigns without recourse and delegates to the City all of Santa Fe Estates' rights and duties as Declarant under the Declaration from and after the date hereof, and the City hereby accepts such assignment and delegation and assumes performance of all rights and duties first arising or accruing under the Declaration on or after the date of this Agreement. This Agreement shall be binding on the parties hereto and shall inure to the benefit of their respective successors and assigns. Upon the written request of the other, each party hereto shall execute and deliver such other documents and instruments as may be reasonably necessary to fully assign, transfer, and vest in the City or its successors and assigns all of Santa Fe Estates' rights and duties as Declarant under the Declaration. This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.

[Signatures and acknowledgments on following pages.]

e-Recorded 1927649 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Santa Fe Estates, Incorporated,
a New Mexico corporation

By: David D. Gurule ATTORNEY-IN-FACT Date: 9/10/2020
David D. Gurule, Attorney-In-Fact

ACKNOWLEDGMENT

State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020, by David D. Gurule.

My commission expires:

Notary

OFFICIAL SEAL
Charles W.N. Thompson, Jr.
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires: January 20, 2021

e-Recorded 1927649 09/11/20 SFC

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

The City of Santa Fe,
a New Mexico municipal corporation

By: _____
Alan Webber, Mayor

Attested:

_____
Yolanda Y. Vigil, City Clerk

Approved as to form:

_____ FOR
Erin K. McSherry, City Attorney

Approved:

_____
Mary T. McCoy, Finance Director

ACKNOWLEDGMENT

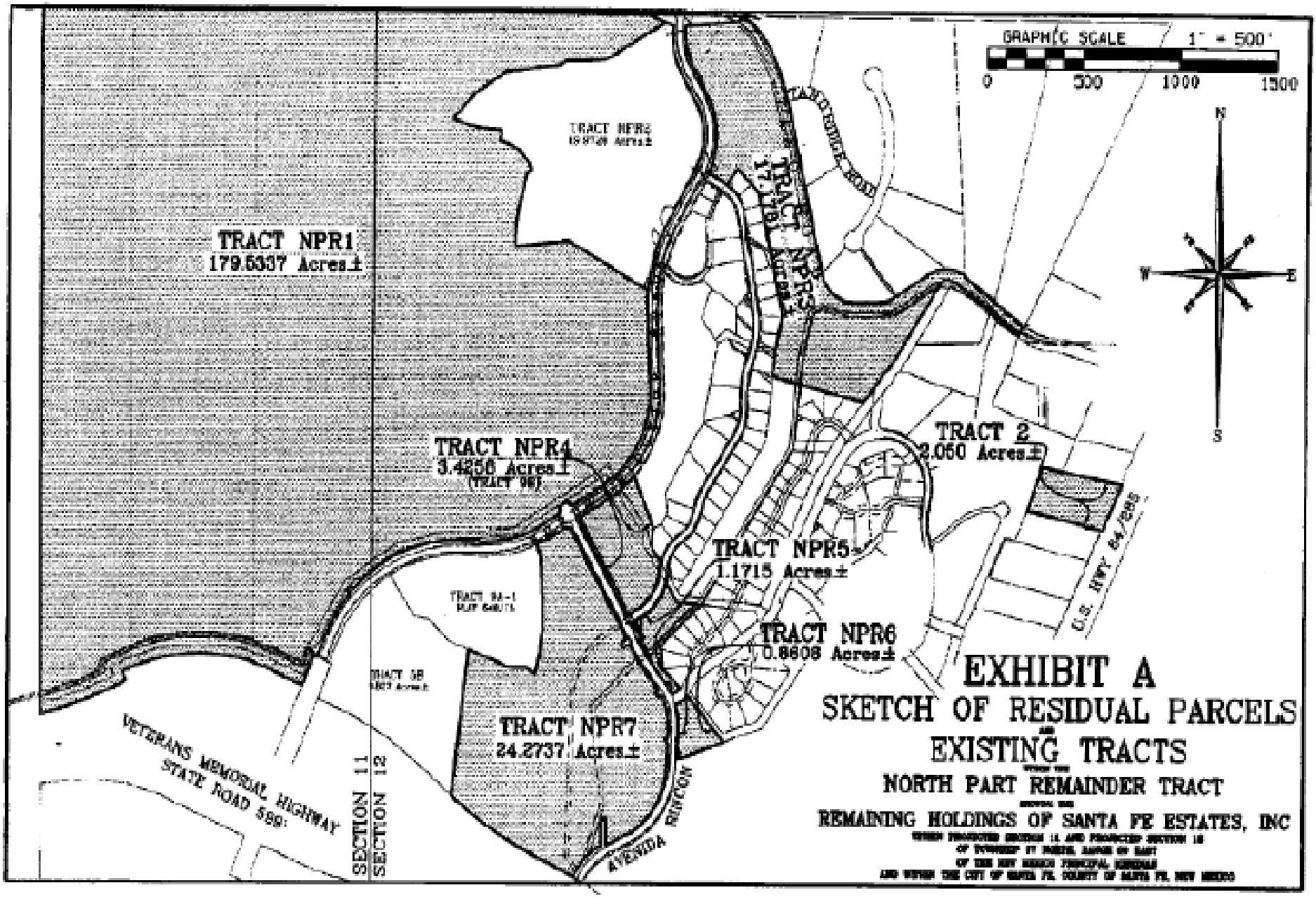
State of New Mexico)
) ss
County of Santa Fe)

This instrument was acknowledged before me on September 10, 2020 by Alan Webber.

My commission expires:
7-24-22

_____
Notary

YOLANDA Y. VIGIL NOTARY PUBLIC STATE OF NEW MEXICO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U.S. HWY 84/285
VETERANS MEMORIAL HIGHWAY
STATE ROAD 599
SECTION 11
SECTION 12
AVENIDA RINCON
EXHIBIT A
SKETCH OF RESIDUAL PARCELS
EXISTING TRACTS
NORTH PART REMAINDER TRACT
REMAINING HOLDINGS OF SANTA FE ESTATES, INC

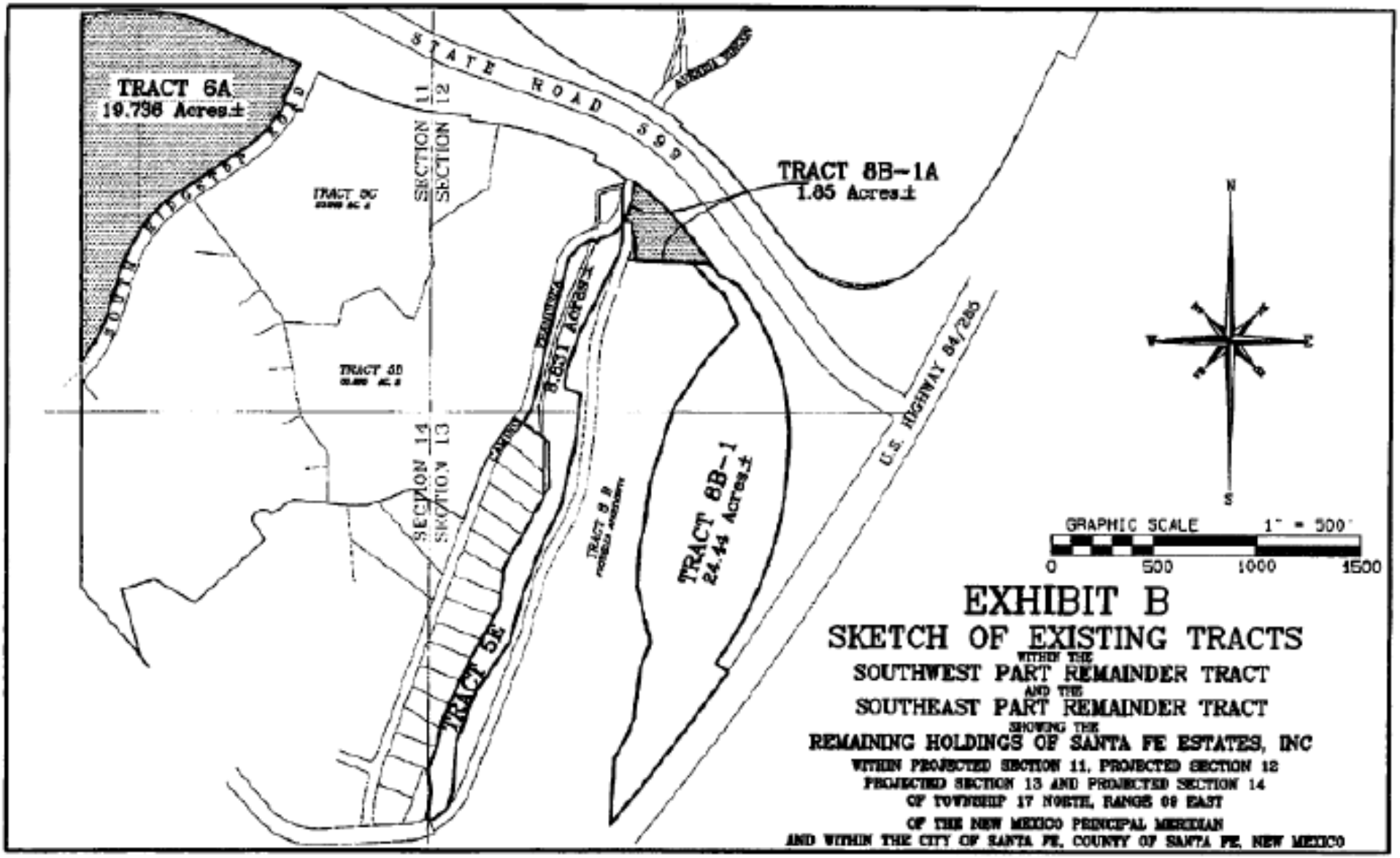

EXHIBIT B

SKETCH OF EXISTING TRACTS

WITHIN THE
SOUTHWEST PART REMAINDER TRACT
AND THE
SOUTHEAST PART REMAINDER TRACT
SHOWING THE
REMAINING HOLDINGS OF SANTA FE ESTATES, INC
WITHIN PROJECTED SECTION 11, PROJECTED SECTION 12
PROJECTED SECTION 13 AND PROJECTED SECTION 14
OF TOWNSHIP 17 NORTH, RANGE 09 EAST
OF THE NEW MEXICO PRINCIPAL MERIDIAN
AND WITHIN THE CITY OF SANTA FE, COUNTY OF SANTA FE, NEW MEXICO

FIR No. 10338

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Las Estrellas Local Preference

Sponsor(s): Councilor Vigil Coppler

Reviewing Department(s): Community and Economic Development

Staff Completing FIR: Rich Brown Date: 11/17/21 Phone: 505-955-6625

Reviewed by City Attorney: _____ Date: Nov 24, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:
The Resolution establishes criteria for the sale of the Las Estrellas property. In particular, it specifies that the City will consider the amount offered by an offerer, in combination with a local preference, for the purchaser, lender, and builder who will build out the land pursuant to the Las Estrellas Master Plan and honor the conditions, covenants, and restrictions of both the master and residential associations.

Departments Affected:
Community and Economic Development and the City Attorney's Office.

Consequences of Not Enacting Legislation:
If this Resolution is not enacted the City may offer the property for sale without being required to offer a local preference or the outlined minimum criteria for bidding that are described in the Resolution.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Because the Las Estrellas property was already announced as "for sale" at the time the Governing Body adopted Resolution 2021-16, the property is not subject to the requirements in that Resolution.

Performance and Administrative Implications:
The Resolution's local preference of up to 6% for "local purchasers, purchasers using local lenders, purchasers using local title insurance companies, and purchasers using local builders". The resolution does not establish the relative benefit for each of these local components, so staff will need to determine how to attribute the percentage preference amongst these components in a way that makes sense.

Fiscal Implications:
The requirements of the resolution do not require additional expenditures per se because a new appraisal and the cost for advertising the sale of the property will be needed to sell the property, whether or not the Governing Body establishes minimum criteria, including a local preference.

Offering a local preference, however, could result in the City receiving less for the property than it could if it does not offer the local preference. For example; if a local offerer bids $4,750,000 and qualifies for all local preferences (6% total), and is selected over a non-local offerer that bids $5,000,000, the City could receive $250,000 less in revenue for the sale.

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund
Personnel and Benefits*	$	$	$			
Capital Outlay	$	$	$			
Contractual/ Professional Services	$6,000	$27,000	$			2122800
Operating	$	$	$			
Total:	$6,000	$27,000	$			

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

Expenditure Narrative:

The cost of a new appraisal is necessary to place the land on the market and advertising costs to place online, in the paper, and arou successful offering marketing expenditures will also be required.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$4,532,340	$	$	NR	
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$4,532,340	$	$		

Revenue Narrative:

$4,532,340.00 is the 2020 appraised value of the Las Estrellas property. A new appraisal has been ordered.

Placing Las Estrellas on the market will remove an asset that the City cannot develop and bring in revenue in at least the amount that the former Santa Fe Estates Developers owed the City at the time the land returned to City ownership. To insure a successful offering, certain marketing expenditures for advertising will also be required as identified in the expenditures listed below.

Fiscal Impact

_____X_____ Check here if no fiscal impact

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler) A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov; Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303)

Committee	**Review:**
Introduced:	09/09/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Economic Development Advisory Committee:	12/08/21
Governing Body: 12/08/21	

FINANCE COMMITTEE ACTION:
Denied motion to approve on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6aa CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Vigil Coppler) A Resolution Establishing Certain Criteria for Selection of a Purchaser of the Las Estrellas Property, Including a Local Preference and Other Minimum Criteria. (Terry Lease, Asset Development Manager: tjlease@santafenm.gov and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov, 955-6303) Committee Review: Introduced: 09/09/2021 Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Economic Development Advisory Committee: 12/08/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Villarreal for discussion. Approved to forward to 12/08/2021 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

Date: November 15, 2021

To: Community Development Commission – November 17, 2021
Finance Committee – November 29, 2021
Quality of Life Committee – December 1, 2021
City Council – December 8, 2021

From: Alexandra Ladd, Director, Office of Affordable Housing AGL

Re: Resolution for Partial Donation of Water Budget to Siler Yard

---

ACTION REQUESTED

Please approve the attached Resolution to donate a portion of the water budget for Siler Yard, located at 1218 Siler Road. The donation will make possible the provision of water to mixed use buildings containing affordable rental live/work housing units, landscaping, leasing offices and a community meeting room/gallery space.

BACKGROUND

Over the last decade, NM Interfaith Housing worked with Creative Santa Fe, the City of Santa Fe , and many other community-based organizations to plan, design and construct Siler Yard, 65 units of affordable live/work rental homes for households who earn no more than 60% of the area median income. In addition, the project accomplishes other City planning and economic development goals related to corridor redevelopment, infill, green building, mixed use development, small business/entrepreneurial support, and promotion of the arts and arts-related activities. For this reason, the City has expressed support for this project through the donation of land and cash resources through several past resolutions: 2014-13, 2016-30, 2018-9, and 2019-06.

ITEM AND ISSUE

The total water budget for the project is $250,639.16, of which $172,640 is already covered via the water waivers for the 65 residential units (10.4 AF). The non-residential uses are projected to use 4.7 acre feet to support a laundry room, leasing office, community/gallery space, and landscaping, all of which are either essential to the operations of the residential units, maintenance of the property, or an amenity required by the terms of the housing subsidy.

The total cost of this donation is based on a price of $16,600 per acre feet (AF) of water provided from the City's available water supply. For 4.7 AF, this translates to an additional cost of $77,999. This donation to the project can be made per SFCC 25-9.6(C) which allows the Governing Body to allocate available water supply if the proposed use meets a documented City priority. Additionally, this donation is allowable under the NM Affordable Housing Act, codified in SFCC 26-3.

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021 - ___

INTRODUCED BY:

Councilor Signe I. Lindell

Councilwoman Renee Villarreal

Councilor Michael J. Garcia

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.

WHEREAS, Siler Yard, previously known as the Arts + Creativity Center, was partially funded through the Low Income Housing Tax Credit Program ("LIHTC") and will offer 65 units of very affordable rental homes, serving renters earning no more than 60% of the area median income ("AMI"), thereby meeting the definition of "affordable housing" according to the City Code and the New Mexico Affordable Housing Act; and

WHEREAS, several resolutions were approved by the Governing Body committing support for this project including donating the property on which the project is built (Resolution No. 2016-30), the provision of water infrastructure and housing funds (Resolution No. 2018-09), the dedication of which was further supported by Resolution No. 2019-06; and

WHEREAS, the first residents are anticipated to move into Siler Yard by December of 2021; and

WHEREAS, Siler Yard is located in the City limits and the City will service it with City water; and

WHEREAS, the City has expressly stated in SFCC 1987, Section 14.11-8(G) that various fees, and utility expansion charges are waived for housing development that provides affordable housing units, as defined in the City's code and by the New Mexico Affordable Housing Act; and

WHEREAS, SFCC 1987, Section 14-8.13(B) provides that the "city shall allow reduction in the consumptive water rights required to be transferred in this subsection by the amount of consumptive water rights required for any Santa Fe Homes Program unit, a Housing Opportunity Program unit as per a valid Housing Opportunity Program Agreement or any dwelling unit meeting the definition of a low-priced dwelling unit as set forth in Section 26-2 SFCC 1987."; and

WHEREAS, this reduction does not automatically cover outdoor irrigation, common uses, or the 9.8% contingency for water system losses.

WHEREAS, the water use for the affordable units is estimated to be 10.4 acre feet per year, the cost for which is waived under City Code; and

WHEREAS, the design of Siler Yard includes mixed use buildings, where residential units are co-located with non-residential uses on a single water meter; and

WHEREAS, these uses are essential to the operations of the housing, and are required by the LIHTC subsidy funding sources, as well as to the quality of life for residents; and

WHEREAS, the non-residential uses include a leasing office, a laundry facility for residents' use, a shared gallery and community space, and outdoor gathering and open spaces; and

WHEREAS, Siler Yard has a total Development Water Budget of 15.10 acre feet, including required water offsets for the indoor and outdoor water usage plus a 9.8% contingency fee to provide for the aforementioned water utility demand at Siler Yard.

WHEREAS, SFCC 1987, Section 25-9.6(A) provides that "[u]pon review of the annual water budget, the governing body shall determine if water is available for allocation."; and

WHEREAS, there are currently 194 acre feet available for allocation by the City of Santa Fe ("City"); and

WHEREAS, SFCC 1987, Section 25-9.6(C) provides that "[t]he governing body may allocate by resolution some or all of the water available for allocation to both city and other uses and projects that meet the city's priorities."; and

WHEREAS, Section 25-9.6(D) provides that "In making allocations, the governing body shall give priority to the following uses… (4) City projects including, but not limited to, parks and open space, affordable housing, water for the Santa Fe river, city buildings and other city facilities".

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that, pursuant to SFCC 1987, Section 25-9.6, the Governing Body hereby allocates an additional 4.7 acre feet of available water from the City of Santa Fe's water available for allocation to the Siler Yard Project, located at 1218 Siler Road.

BE IT FURTHER RESOLVED that the City shall retain title to the water rights.

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

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Siler Yard Water Allocation

FIR No. 10370

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Siler Yard Water Allocation

Sponsor(s): Councilor Lindell

Reviewing Department(s): Office of Affordable Housing, Water Division

Staff Completing FIR: Alexandra Ladd Date: 11/10/21 Phone: 955-6346

Reviewed by City Attorney: _____ Date: Nov 23, 2021

Reviewed by Finance Director: _____ Date: _____

Summary:
The proposed Resolution allocates an additional 4.7 acre feet of available water from the City's water supply to this project. This amount represents estimated water use for the leasing office, the laundromat, the shared community/gallery space, and landscaping. All of these uses are deemed necessary to either operate the facility, provide required amenities per LIHTC funding criteria, and/or critical to sustain the natural environment and outdoor gathering spaces.

Departments Affected:
Office of Affordable Housing, Water Division

Consequences of Not Enacting Legislation:
The consequences of not enacting this Resolution are higher costs and lower operating revenues for the project. In turn, the increased cost would limit the ability of the owner/operator to offer subsidized rental rates to renters in the lowest income categories.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This proposed resolution complements several other resolutions that commit City support to the proposed Siler Yard project: 2014-13, 2016-30, 2018-9, and 2019-06. There are no identified conflicts.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
The projected costs are based on an estimated cost of $16,600 per acre feet (AF) of water provided from the City's available water supply. For 4.7 AF this translates to $77,999 fiscal cost in addition to the water provided for 65 affordable housing units (10.4 AF).

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$ 77,999	$	$		N	n/a	$ 77,999
Total:	**$ 77,999**	$	$				**$ 77,999**

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

Expenditure Narrative:

The total water budget for the project is $250,639.16, of which $172,640 is already covered via the water waivers for affordable housing under City code.

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:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell)
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. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346)

Committee Review:
Community Development Commission: 11/17/21
Finance Committee: 11/29/21
Quality of Life Committee: 12/01/21
Governing Body: 12/08/21

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6z CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Lindell) 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. (Alexandra Ladd, Office of Affordable Housing Director: agladd@santafenm.gov, 955-6346) Committee Review: Community Development Commission: 11/17/2021 Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: pulled by Councilor Garcia for discussion. Approved to forward to 12/08/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP: Add Councilor Villarreal as a Co-Sponsor and Councilor Rivera as a Co-Sponsor

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

The initial contract period is Fiscal Years 2021-2025. The bids for this project were opened on June 24, 2021 and were subsequently evaluated for completeness and accuracy. The base bids are $163,971.00 and $166,293.00 for Allied 360 Construction. and Sub Surface Contracting respectively and were very similar in pricing for certain types of work. TLC was the highest bidder at $244,863.15.

Sub Surface Contracting has had the current On-Call Contract with the Wastewater Division for the past four years.

The Wastewater Division has verified with Los Alamos County that Allied 360 Construction has satisfactorily completed some of the type work outlined in the Bid.

TLC Inc. had the on-call contract with the Wastewater Division in the past prior to Sub Surface. TLC is also lower in pricing for some specialty work items like pipe bursting, trenchless spot repairs and major sewer line replacements and they have a larger work force to call upon.

For these reasons, it was decided to award and utilize all three (3) Contractors

A summary of the bids is provided below:

Bidders	**Total Bid without NMGRT**
Allied 360 Construction	$163.971.00
Sub Surface Contracting, Inc.	$166,293.00
TLC Plumbing & Utility	$244,863.15

CONTRACT NUMBER:
The FY22 Munis contract number:
Sub Surface Contracting # 3203056
Allied 360 # 3203057
TLC # 3203058

FUNDING SOURCE:
The funding source is:
Waste Water Operating Collections and Operations
FY 2022
Fund Name/Number: Waste Water Enterprise Fund/ 505
Munis Org Name/Number: Operations 5000367; Collections 5000362
Munis Object Name/Number: Repair & Maint. System Equip. / 520150

Funds for this work are available in Business Unit, Line Item 5000362-520150 (Collections) in the amount of $150,000.00 including NMGRT and Business Unit, Line Item 5000367-520150 (Operations) in the amount of $50,000.00

RECOMMENDATION:

The Wastewater Division recommends:

- Review and approval of award of contracts to Sub Surface Contracting, Inc., Allied 360 Construction and TLC Plumbing & Utility for Bid # ‘21/46/B for the FY 21/22 Publicly Owned

Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 for a total amount of $200,000.00 inclusive of NMGRT for FY2021-22.

- Forwarding and recommendation of approval of award and contract to the Finance Committee for their consideration and approval and to the Governing Body for their final consideration and approval.

(Rev. 4/20)

City of Santa Fe
Central Purchasing Office

Price Agreement

Awarded Contractor(s): 1) Allied 360 Construction, LLC. 2) Sub Surface Contracting, Inc. 3) TLC Plumbing, Inc. *(see page 15 for contact info)*	**Price Agreement Number:** **Payment Terms: Net 30**
Ship To: **All City of Santa Fe Departments and Political Subdivisions allowed by Law**	**F.O.B.: Destination**
Invoice To: **City of Santa Fe** **Accounts Payable** **PO Box 909** **Santa Fe, NM 87504-0909**	**Term: July 1, 2021 to June 30, 2025** **Delivery: As requested by Department**

Title: Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement CIP #962

This Price Agreement is to be awarded pursuant to the respective Invitation to Bid (ITB) 21/46/B and shall become a part thereof.

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent price agreement articles and construction contract pages.

Instructions to Supplier:

- By commencing under this Price Agreement (Agreement), the Contractor agrees to all terms and conditions within and attached and agrees that if there is a conflict with the Contractors terms, the City of Santa Fe's terms and conditions shall govern. In cases of discrepancy between the work order, purchase order and this Agreement, the terms and conditions of this Agreement shall prevail.
- Do not fill orders for goods/services not listed in this Agreement.
- Orders against this Agreement must be placed with as a separate contract work order with a purchase order.
- Do not fill orders without a valid quote, purchase order work order.
- The purchase order release number must be on all invoices.
- The City of Santa Fe (City) will not be liable for purchases made by unauthorized individuals.

Please forward all original invoice(s) to the Accounts Payable Department at PO Box 909, Santa Fe, NM 87504-0909

Instructions to Requesting Department:

- Do not place orders for goods/services not listed in the Procurement Contract.
- To place an order against this Procurement Contract, issue a Purchase Order Release before placing the order with the Supplier.

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

Terms and Conditions

General: When the City or the Requesting Department issues a contract or a purchase order release, a binding contract is created.

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

Assignment:

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

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

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

Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.

Inspection of Plant: The Chief Procurement Officer or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

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

Taxes: The unit price shall exclude all state taxes.

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

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

Non-Collusion: In signing this bid the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Chief Procurement Officer or his/her designee.

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

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

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

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

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

Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Requesting Department. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the City.

Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

ARTICLES

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article X - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the City's Chief Procurement Officer, his/her designee or the Requesting Department that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article X-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Delivery shall be as called for by the Requesting Department. Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Contractor shall ship in accordance with the following instructions:

a. The Contractor shall enclose a packing list with each shipment listing the City's purchasing document number and the Contractor's name, Requesting Department's contact name and location shall be shown on each packing and delivery ticket, package, bill of lading, the commercial parts number (if any) for each item and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by a packing ticket.

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

c. Invoices must be submitted to the City's **Accounts Payable** and NOT the Central Purchasing Office.

If Contractor is unable to meet stated delivery the City's Chief Procurement Officer or his/her designee must be notified.

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

Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the City's Chief procurement Officer or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the City's Chief procurement Officer or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the City, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This hold harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary 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.

Contractor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

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

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

Article X – Price Schedule
Prices as listed in the item(s) price schedule hereto attached are firm.

Article XI – Wage Rates
Pursuant to the requirements of any Contract entered into that will have a Work Order (WO) in excess of sixty thousand dollars ($60,000) for construction is subject to the minimum wage rate determination issued by the New Mexico Department of Work Force Solutions for this project/WO.

Item#_____
Munis Contract#_____

CITY OF SANTA FE

CAPITAL IMPROVEMENTS PROGRAM

AGREEMENT BETWEEN
CITY AND CONTRACTOR

PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR, REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION SYSTEM PRICE AGREEMENT CIP #962

THIS AGREEMENT is made and entered into by and between the **CITY OF SANTA FE, NEW MEXICO**,hereinafter referred to as the "City," and **ALLIED 360 CONSTRUCTION, LLC., SUB SURFACE CONTRACTING, INC. AND TLC PLUMBING, INC.**, hereinafter referred to as the "Contractor(s)" and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**
   A. The Contractor shall perform the following work:

      1) The City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement and work related to those systems. This procurement will be based on a vendor supplying pricing through an established cost schedule (attached). The price agreement will contain the contractor's commitment to offer services and willingness to respond 'on-call 'to the requests when such requests are originated and authorized by the City of Santa Fe.

      The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Oder and in accordance with the drawings, specifications, and other Contract Documents.

   B. The Work to install fully functioning, warrantied sewer lines and manholes and other work issued by a Work Order includes, but is not limited to the following:

      1. Installation of all specified sewer lines, sewer manholes and service connections, etc.
      2. Earthwork, grading and compaction for the restoring the driving surface over disturbed

areas.

3. Coordination with Public Service Company of New Mexico (PNM) as required
4. Coordination with the New Mexico Gas Company as required
5. Coordination with Century Link as required
6. Coordination with New Mexico NM811 and/or contracting with utility location providers as required.
7. Coordination with the City's Wastewater Division for periodic review of system installations.
8. Any other related work associated with this work, as drawn and specified in the WO.
9. Provide all required materials testing.
10. Provide 12 month Contractor's warranty on installed sewer collection systems, parts and labor.
11. Provide Manufacturer's warranties on miscellaneous parts and labor.

C. The Contractor shall be responsible for adherence to the Contract Documents, Work Orders, Specifications and approved directives and Change Orders:

- The Contractor shall be responsible for State CID requirements and permit.
- The Contractor shall be responsible for verifications
- of all existing conditions, measurements and dimensions before signing each WO.
- The Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.

D. The Contractor shall perform all the work required by the Wastewater Management Division, as required, on each Work Order (WO) in the Contract Documents (attached) for the City of Santa Fe Public Utilities Department Publicly Owned Treatment Works (POTW) On-call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement.

E. The Contractor shall be responsible for verifications of all measurements and dimensions for bidding on each subsequent Work Order.

F. The Contractor shall provide and keep at the work site, a complete "as-built" record set of drawings that shall be corrected daily and shall show every change from the original approved drawings and specifications. These changes shall be forwarded to City periodically. The drawings shall reflect exact and actual "as-built" conditions of construction, installation, and erection as it progresses. Where drawings are not adequate to show "as-built" conditions, Contractor shall prepare sketches which delineate the necessary "as-built" information. City shall furnish two (2) sets of all paper "blue-line" print "approved" drawings for use in accomplishing specified mark-up. Final "as-built" drawings shall be delivered to City by Contractor upon completion of the work.

G. The Contractor shall be responsible for maintaining traffic control at the site in conformance with the Manual on Uniform Traffic Control Devices.

H. The Contractor shall be responsible for all permits, fees, and State and City inspections associated with the construction.

I. Incorporation by Reference. All exhibits, addenda, schedules of ITB 21/46/B attached hereto and all certificates, work order documents, drawings, as-builts and other instruments contemplated to be delivered hereunder are hereby expressly made a part of this Agreement as fully as thoughset forth herein, and all references to this Agreement herein or in any of such writings shall be deemed to refer to and include all of such writings. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. If there is any conflict between such exhibits or addenda and the terms of this Agreement, such exhibits or addenda shall control.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON THE ATTACHED PRICE SHEETS, DELIVERABLES, MILESTONES, AND COMPLETED WORK ORDERS (WO) including gross receipts tax.

The applicable gross receipts taxes or local option taxes shall be shown as a separate amount on each billing or request for payment made under the contract.

The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. 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 receivedby 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.)

E. The 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 thedate 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 theContractor 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 dateof 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. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

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

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by

Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1. Deliverable requirements, as outlined in the Scope of Work;
2. Due date of any Deliverable, as outlined in the Scope of Work;
3. Compensation of any Deliverable, as outlined in the Scope of Work;
4. Agreement compensation, as outlined in Article 2; or
5. Agreement termination, as outlined in Article 4.

Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:

1. the name of the person requesting the change;
2. a summary of the required change;
3. the start date for the change;
4. the reason and necessity for change;
5. the elements to be altered; and
6. the impact of the change.

The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. 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.

18. 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.

19. 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 tocorrect these deficiencies.

20. 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.

21. 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.

22. 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.

23. 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-ownedautomobiles, 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.

24. 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

25. 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.

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. 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.

28. 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.

29. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City:
City of Santa Fe
Wastewater Management Division
73 Paseo Real
Santa Fe, New Mexico 87507
(505) 955-4650

To the Contractor(s):

1) Allied 360 Construction, LLC
Contact: Patrick Herrera, Managing Member/Owner
P.O. Box 1913
Espanola, NM 87532
Ph: (505) 470-5779
Email: patrickherrera@ymail.com

2) Sub-Surface Contracting, Inc.
Contact: Neal J. Keiper / Owner-President
27 Paseo de River
Santa Fe, NM 87507
Ph: (505) 473-1000
Email:

3) TLC Plumbing, Inc.
Contact: Eddie Padilla, Chief Dev. Officer
5000 Edith Blvd. NE
Albuquerque, NM 87107
Ph: (505) 761-9696
Email:

30. 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:_____

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:
TLC PLUMBING, INC.

NAME: Eddie C. Padilla

TITLE: Chief Development Officer

DATE: 8/23/21

CRS# 02-226090-000
BRN# 222153

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:

SUB SURFACE CONTRACTING, INC.

NAME:

TITLE: PRESIDENT

DATE: 8-26-21

CRS# 02-104256-000
BRN# 46991

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:

HLA

ALAN WEBBER, MAYOR

DATE:

ATTEST:

KRISTINE BUSTOS MIHELCIC,
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 28, 2021 09:10 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR
5000362.520150; 5000367.520150
Org. Name/Org#.

CONTRACTOR:
Allied 360 Construction, LLC.

NAME: Patrick Herrera
TITLE: Managing Member
DATE: 9/16/2021

CRS# 03-147576000-0
BRN# 231055

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	1) Allied 360 Construction, LLC	2) Sub Surface Contracting, Inc.	3) TLC Plumbing, Inc.
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
1	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6 ' in depth including PVC pipe	$4,200.00	$3,550.00	$6,345.00
2	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$4,400.00	$4,650.00	$9,235.00
3	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$5,000.00	$8,300.00	$7,365.00
4	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	$197.00	$1,685.00	$220.00
5	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6 ' in depth including PVC pipe	$5,700.00	$4,450.00	$7,500.00
6	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$5,200.00	$6,700.00	$10,390.00
7	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$6,200.00	$9,350.00	$13,945.00
8	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	$239.00	$1,875.00	$220.00
9	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	$7,600.00	$4,975.00	$11,250.00
10	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	$8,600.00	$7,100.00	$13,255.00
11	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	$9,500.00	$10,500.00	$16,810.00
12	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	$347.00	$1,875.00	$220.00
13	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$105.00	$75.00	$43.95
14	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$115.00	$85.00	$58.90
15	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$130.00	$95.00	$75.65
16	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$167.00	$105.00	$100.50
17	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$196.00	$125.00	$138.45
18	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	$250.00	$140.00	$229.85
19	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$25.00	$65.00	$64.20
20	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$35.00	$85.00	$74.90
21	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$47.00	$125.00	$109.20
22	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	$45.00	$255.00	$18.20
23	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$60.00	$75.00	$64.20
24	Trenching, Backfilling & Compaction for12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$75.00	$90.00	$74.90
25	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$95.00	$140.00	$109.20
26	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	$110.00	$265.00	$19.85
27	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	$110.00	$80.00	$64.20

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	**1) Allied 360 Construction, LLC**	**2) Sub Surface Contracting, Inc.**	**3) TLC Plumbing, Inc.**
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
28	Trenching, Backfilling & Compaction for18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	$112.00	$95.00	$74.90
29	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	$125.00	$165.00	$136.50
30	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	$125.00	$275.00	$21.85
31	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	$227.00	$498.00	$70.00
32	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	$255.00	$585.00	$70.00
33	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	$300.00	$610.00	$85.00
34	Traffic Control Residential –per Work Zone –per Day	$1,800.00	$1,220.00	$80.00
35	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone –per Day	$2,000.00	$1,395.00	$530.00
36	Asphalt Removal, Disposal & Replacement including 6" Base Course and 4" Asphalt	$2,250.00	$17,000.00	$7,550.00
37	Curb/Gutter Removal, Disposal and Replacement	$31.00	$80.00	$65.30
38	Sidewalk Removal, Disposal and Replacement	$41.00	$225.00	$98.45
39	New Manhole, 4' Diameter, type "C" or "E", 6' deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$6,800.00	$6,500.00	$12,115.00
40	New Manhole, 4' Diameter, type "C" or "E", over 6' to 10' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$7,800.00	$8,500.00	$14,360.00
41	New Manhole, 4' Diameter, type "C" or "E", over 10' to 16' deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	$1,400.00	$12,000.00	$18,815.00
42	Additional Cost for depth greater than 16' depth for 4' Diameter Manhole	$1,100.00	$975.00	$560.00
43	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	$2,200.00	$1,550.00	$1,700.00
44	MH Wall Rehabilitation	$100.00	$600.00	$330.00
45	MH Inverts & Shelf Rehabilitation	$2,100.00	$2,400.00	$3,600.00
46	MH Inverts & Base Replacement	$6,200.00	$4,450.00	$20,370.00
47	Sewer Service Connection as part of a Point Repair/Open Trench	$4,250.00	$950.00	$4,320.00
48	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	$9,700.00	$1,450.00	$4,320.00
49	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement	$1,100.00	$1,825.00	$4,320.00
50	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth including Asphalt Replacement	$395.00	$4,800.00	$430.00
51	MH Cleaning (i.e. debris, roots, etc.)	$4,400.00	$1,275.00	$3,000.00
52	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	$4,200.00	$2,400.00	$3,800.00
53	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	$2,200.00	$2,850.00	$4,255.00
54	Easement Clearance and Grading for Access & Repair Work	$47.00	$250.00	$10.00
55	Rip Rap & Wire Mattress –New Installation	$5,000.00	$675.00	$800.00
56	Gabion Basket –New Installation	$1,100.00	$710.00	$650.00
57	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	$1,200.00	$1,800.00	$3,415.00
58	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	$2,400.00	$2,300.00	$340.00
59	Rock Excavation	$65.00	$375.00	$140.00
60	Select Fill Material-Delivered	$3,200.00	$1,295.00	$2,730.00

CITY OF SANTA FE
PURCHASING OFFICE
200 Lincoln Ave Room 122 Santa Fe, NM 87505
Fran Dunaway, CPO
21/46/B POTW On Call Repair and Replacement

	AWARDED ITEMS	**1) Allied 360 Construction, LLC**	**2) Sub Surface Contracting, Inc.**	**3) TLC Plumbing, Inc.**
ITEM #	ITEM & DESCRIPTION	PRICES	PRICES	PRICES
61	Smoke Testing-Supervisor	$14,000.00	$4,800.00	$10,000.00
62	Smoke Testing-Helper	$8,000.00	$3,600.00	$4,240.00
63	Smoke Testing Traffic Control Allowance	$5,000.00	$5,000.00	$5,000.00
64	Materials Testing - Allowance	$2,000.00	$2,000.00	$2,000.00
65	Street Cut Permits - Allowance	$2,000.00	$2,000.00	$2,000.00
	Total Base Bid Incl: allowances, mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.	**$163,971.00**	**$166,293.00**	**$244,863.15**

GENERAL CONDITIONS
& SPECIAL CONDITIONS

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203058**

Contractor: **TLC**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

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

Term Start Date: **as approved** Term End Date: **6/30/25**

[☑] Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History: 21/46/B**

Fran Dunaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement award from issuance ITB #21/46/B

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

TLCPLUM-01 CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2021

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

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

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS:
INSURED TLC Company Inc dba TLC Plumbing and Utility 5000 Edith Blvd NE Albuquerque, NM 87107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Westfield Insurance Company — 24112 INSURER B : Westfield National Insurance Company — 24120 INSURER C : Associated Builders & Contractors of NM Merit Shop Workers Com INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: BI/PD Ded $5,000	X	X	CMM 1466277	7/1/2021	7/1/2022	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 $ 500,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	CMM 1466277	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CMM 1466277	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 9,000,000 $ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	EWC008469	12/31/2020	12/31/2021	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
A	Installation Floater			CMM 1466277	7/1/2021	7/1/2022	Builders Risk	12,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City Wide Water Utility Construction & Repair Price Agreement, CIP #3057

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn Stan Holland
73 Paeso Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

Policy #1466277

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

COMMERCIAL GENERAL LIABILITY CONTRACTORS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Coverage afforded under this expanded coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Form.

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details effecting each coverage please refer to the terms and conditions in this endorsement.

A. Expected or Intended Injury
- Reasonable force

B. Liquor Liability Coverage Extension

C. Non-Owned Watercraft
- Increased to 80 feet

D. Non-Owned Aircraft

E. Damage To Property - Borrowed Equipment

F. Damage To Premises Rented To You

G. Personal And Advertising Injury
- Contractual Personal and Advertising Injury
- Exclusions

H. Supplementary Payments
- Bail Bonds - $2,500
- Loss of Earnings - $1,000

I. Additional Insureds - Automatic Status
- State or Governmental Agency or Subdivision or Political Subdivision Controling Interest
- Managers or Lessors of Premises
- Mortgagee, Assignee or Receiver
- Owners or Other Interests From Whom Land Has Been Leased
- Co-Owners of Insured Premises
- Lessor of Leased Equipment

J. Who Is An Insured broadened
- Joint Ventures / Partnership / Limited Liability Company
- Health Care Professionals (Incidental Medical Malpractice)
- Individual Owners of Building are Insured's
- Newly Formed or Acquired Entities

K. Knowledge and Notice of Occurrence

L. Other Insurance Condition Amended

M. Unintentional Failure To Disclose Hazards

N. Waiver of Transfer Of Rights Of Recovery Against Others To Us - Automatic Status

O. Liberalization

P. Definitions
- Bodily Injury redefined
- Insured Contract redefined
- Expanded Personal and Advertising Injury definition

A. EXPECTED OR INTENDED INJURY

Under **SECTION 1, COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** exclusion **a.** is replaced with the following:

a. Expected Or Intended Injury

"Bodily Injury" or "property damage" expected or intended from the standpoint of the Insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force for the purpose of protecting persons or property.

B. LIQUOR LIABILITY COVERAGE EXTENSION

SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Item **2. Exclusions c. Liquor Liability** is deleted.

C. NON-OWNED WATERCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g.(2)(a)** is replaced with the following:

(a) Less than 80 feet long; and

D. NON-OWNED AIRCRAFT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions g. Aircraft, Auto or Watercraft,** the following is added:

(6) An aircraft you do not own provided that:

(a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

(b) It is rented with a trained, paid crew; and

(c) It does not transport persons or cargo for a charge.

E. DAMAGE TO PROPERTY - BORROWED EQUIPMENT

Under **SECTION 1, COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions j.** is deleted and replaced by the following:

j. Damage To Property

(1) Property you own, rent or occupy;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the Insured;

(5) That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any real property that must be restored, replaced, or repaired because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to:

(i) "property damage" to tools or equipment loaned to you if the tools or equipment are not being used to perform operations at the time of loss; or

(ii) "property damage" (other than damage by fire) to premises rented to you or temporarily occupied to you with the permission of the owner or to the contents of premises rented to you for a period of seven (7) or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were not occupied, rented or held for rental by you beyond one year from the date "your work" was completed.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

F. DAMAGE TO PREMISES RENTED TO YOU

Under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Item **2. Exclusions,** the last paragraph of Item **2. Exclusions** is replaced with the following:

Exclusion **c.** through **n.** do not apply to damage by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III - LIMITS OF INSURANCE.**

G. PERSONAL AND ADVERTISING INJURY

Under **SECTION 1, COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** Item **2. Exclusions e. Contractual Liability** is deleted.

Under **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,** the following are added to Item **2. Exclusions:**

q. Discrimination Relating To Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

r. Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

H. SUPPLEMENTARY PAYMENTS

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.b.** is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the "Bodily Injury" Liability Coverage applies. We do not have to furnish these bonds.

Under **SECTION I - SUPPLEMENTARY PAYMENTS COVERAGES A AND B,** Item **1.d.** is replaced with the following:

d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

I. ADDITIONAL INSUREDS - AUTOMATIC STATUS

SECTION II - WHO IS AN INSURED is amended to include as an Insured any person or organization (called "additional Insured") described in paragraphs **a.** through **g.** below whom you are required to add as an additional Insured on this policy under a written contract or written agreement. However the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of the policy; and

2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. State or Governmental Agency or Subdivision or Political Subdivisions

A state or governmental agency or subdivision or political subdivision subject to the following provisions:

(1) This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(a) The existence, repair maintenance, erection, construction, or removal of advertising signs, awnings canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street bannera, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality.

b. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

c. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

d. Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from who land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to lease that land; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

e. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

f. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization.

A person's or organization's status as an Insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following exclusions apply:

This insurance does not apply:

(1) To any "occurrence" which takes place after the equipment lease expires; or

(2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs **a.** through **f.** above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

As respects the coverage provided under this provision, Paragraph **4.b.(1)** of **Section IV - Commercial General Liability Conditions** is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

(1) This insurance is excess over:

Any other insurance naming the additional insured as an Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and non-contributing. Where required by written contract or written agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and non contributing with this insurance.

J. WHO IS AN INSURED BROADENED

Under **SECTION II - WHO IS AN INSURED** the following is added to Item **1:**

f. Joint Ventures / Partnership / Limited Liability Company Coverage

You are an Insured when you had an interest in a joint venture, partnership or limited liability company which is terminated or ended prior to or during this policy period but only to the extent of your interest in such joint venture, partnership or limited liability company. This coverage does not apply:

(1) Prior to the termination date of any joint venture, limited liability company or partnership; or

(2) If there is other valid and collectible insurance purchased specifically to insure the joint venture, legal liability company or partnership.

Under **SECTION II - WHO IS AN INSURED, 2.a.(1)(d)** is deleted and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics employed by you to provide health care services, but only if you are not in the business or occupation of providing such professional services.

Under **SECTION II - WHO IS AN INSURED** the following is added:

4. For **COVERAGE A** and **COVERAGE B** only, the owner of any building leased to you, but only if the building owner is a shareholder in your corporation or a partner in your partnership insured by this policy, and only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you. However, this insurance does not apply:

a. To any "occurrence" or offense which takes place after you cease to be a tenant in the premises; or

b. To structural alterations, new construction or demolition operations performed by or on behalf of the building owner.

Under **SECTION II - WHO IS AN INSURED, 3.a.** is deleted and replaced with the following:

a. Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization whichever is earlier.

Under **SECTION II - WHO IS AN INSURED** the last paragraph in this section is deleted and replaced with the following:

Except as provided in 3. above, no person or organization is an insured with respect to the conduct of any current or past joint venture, limited liability company or partnership that is not shown as a named insured in the Declarations.

K. KNOWLEDGE AND NOTICE OF OCCURRENCE

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties in the Event of Occurrence, Offense, Claim Or Suit,** the following is added:

e. The requirement in Condition **2.a.** applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

f. The requirement in Condition **2.b.** will not be breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) An "executive officer" or insurance manager, if you are a corporation; or

(4) A manager, if you are a limited liability company.

g. Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence," offense, claim, or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence," offense, claim, or "suit" to us as soon as you are aware this insurance may apply to such "occurrence," offense, claim or "suit."

L. OTHER INSURANCE CONDITION AMENDED

When required by written contract with any additional insured owner, lessee, or contractor to provide insurance on a primary and noncontributory basis, **Condition 4 of Section IV - Commercial General Liability Conditions** is deleted and replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available for a loss we cover under Coverage **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary and noncontributory except when **b.** below applies.

b. **Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent, or on any other basis:

(1) That is Fire, Extended Coverage, Builders Risk, Installation Risk or similar coverage for your work;

(2) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

(3) If the loss arises out of the maintenance or use of aircraft, "autos," or watercraft to the extent not subject to Exclusion **g.** of **Section I - Coverage A.**

(4) If the loss is caused by the sole negligence of any additional insured, owner, lessee, or contractor.

When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit." If no other defends, we will undertake to do so, but we will be entitled to the other insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductibles and self-insured amounts under all that other insurance.

We will share the remaining loss, if any with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the limits of insurance shown in the declarations of this Coverage Part.

M. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 6. Representations,** the following is added:

d. Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided such failure to disclose all hazards or prior "occurrences" is not intentional.

N. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - AUTOMATIC STATUS

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization with respect to which the insured has waived its right of recovery.

It is further agreed that work commenced under letter of intent or work order, subject to subsequent reduction to writing, with customers whose customary written contracts would require a waiver of recovery rights against them also falls within this blanket waiver of recovery rights.

O. LIBERALIZATION

If we adopt a change in our forms or rules which would broaden coverage for contractors under this coverage form without an additional premium charge, your policy will automatically provide the additional coverage's as of the date the broadened coverage is effective in your state.

P. DEFINITIONS

Under **SECTION V - DEFINITIONS, Item 3.** is deleted and replaced with the following:

3. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

Under **SECTION V - DEFINITIONS, Item 9.** is deleted and replaced with the following:

9. "Insured Contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer, or survey or for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services including those listed in **(1)** above and supervisory, inspection, architectural or engineering, activities.

Under **SECTION V - DEFINITIONS,** Item 14. the following is added to the definition of "Personal and advertising injury":

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "executive officer", director, stockholder, partner, member or manager (if you are a limited liability company) of the insured;

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or persons by any insured.

POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: 1466277 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) And Description Of Covered Operations
All persons or organizations when you have agreed in writing in a contract or agreement that such persons or organizations be added as an additional insured.	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, item c. is replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

CA 70 75 10 08

POLICY NUMBER: CMM 1466277 INTERLINE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE

SCHEDULE

Number of Days' Notice 030

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
PER CERTIFICATE HOLDER LIST WHERE REQUIRED BY CONTRACT (LIST ON FILE WITH COMPANY)	ALL PROJECTS WHERE REQUIRED BY CONTRACT

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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Policy #1466277

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WESTFIELD Signature SERIES

BUSINESS AUTO ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

The coverage provided by this endorsement is summarized below and is intended to provide a general coverage description only. For the details affecting each coverage, please refer to the terms and conditions in this endorsement.

- **A. Who Is An Insured broadened:**
  - Additional Insured by Contract, Agreement or Permit
  - Legally Incorporated Subsidiaries
  - Newly Acquired Organizations
- **B. Supplementary Payments**
  - Bail Bonds - $3000
  - Loss of Earnings - $500
- **C. Coverage Extensions**
  - Transportation Expenses
  - Personal Effects (Excess Basis)
- **D. Additional Coverages**
  - Expenses paid for returning a stolen covered auto
  - Fire Department Service Charge
- **E. Airbag Coverage - Accidental Discharge**
- **F. Knowledge and Notice of an Accident, Claim or Suit**
- **G. Unintentional Failure To Disclose Hazards**
- **H. Worldwide Coverage**
- **I. Definitions**
  - Bodily Injury Redefined

In addition to the policy amendments contained in A. through I. listed above, the endorsements listed below will automatically be attached to your policy to complete the coverage provided by the Signature Series Business Auto Endorsement:

- Audio, Visual and Data Electronic Equipment Coverage Added Limits - CA 99 80
- Auto Loan/Lease Gap Coverage - CA 20 71
- Drive Other Car Coverage - Broadened Coverage For Named Individuals - (Executive Officers/Spouses) - CA 99 10
- Employee Hired Autos - CA 20 54
- Employees As Insureds - CA 99 33
- Hired Auto Physical Damage (Refer to Auto Declarations page)
- Rental Reimbursement Coverage - CA 99 23
- Waiver of Transfer of Rights of Recovery (Waiver of Subrogation)

A. WHO IS AN INSURED BROADENED

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 1. Who Is An Insured** is amended to include the following additional paragraphs:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this endorsement.

However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limit of insurance.

CA 70 77 04 13

Coverage under this provision is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

e. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another auto liability policy or would be "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 180 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization with whom you agreed in writing in a contract, agreement or permit, to provide insurance, such as is afforded under this policy.

This provision only applies if the written contract or agreement has been executed or permit has been issued, prior to the "bodily injury" or "property damage".

B. SUPPLEMENTAL PAYMENTS

SECTION II - LIABILITY COVERAGE, Item **A. Coverage, 2. Coverage Extensions, a. Supplementary Payments,** subparagraphs **(2)** and **(4)** are deleted and replaced with the following:

(2) Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 per day because of time off from work.

C. COVERAGE EXTENSIONS

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **A. Coverage, 4. Coverage Extensions, a. Transportation Expenses** is replaced with the following:

a. Transportation Expenses

We will pay up to $100 per day to a maximum of $1,800 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

The following is added to Item 4. **Coverage Extensions:**

c. Personal Effects

We will pay up to $500 for the "loss" of your personal effects that are contained in a covered "auto" due to the total theft of the covered "auto." We will pay only for those personal effects that are contained in covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage.

Our payment for "loss" of or damage to personal effects will apply only on an excess basis over other collectible insurance.

D. ADDITIONAL COVERAGES

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended to include the following additional coverage items:

5. We will pay the expense of returning a stolen covered "auto" to you.

6. **Fire Department Service Charge**

When a fire department is called to save or protect a covered "auto", its equipment, its contents or occupants from a Covered Cause Of Loss, we will pay up to $1,000 for your liability for Fire Department Service Charges:

(a) Assumed by contract or agreement prior to loss; or

(b) Required by local ordinance.

No deductible applies to this additional coverage.

F. AIRBAG COVERAGE - ACCIDENTAL DISCHARGE

SECTION III - PHYSICAL DAMAGE COVERAGE, Item **B. Exclusions,** subparagraph **3.a.** is deleted and replaced with the following:

a. Wear and tear, freezing, mechanical or electrical breakdown.

Mechanical breakdown does not apply to the accidental discharge of an airbag.

F. KNOWLEDGE AND NOTICE OF AN ACCIDENT, CLAIM OR SUIT

SECTION IV - BUSINESS AUTO CONDITIONS, Item **A. Loss Conditions** is amended as follows:

Subparagraph **a.** under Item **2. Duties In The Event Of Accident, Claim, Suit Or Loss,** is amended to include the following paragraphs:

This requirement applies when the "accident," claim, "suit" or "loss" is first known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

Subparagraph **b.(2)** under **2. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended as follows:

(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit."

Your employees may know of documents received concerning a claim or "suit". This will not mean that you have such knowledge, unless receipt of such documents is known to you, any of your executive officers or partners or your insurance manager.

G. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation Or Fraud** is amended to include the following additional paragraph:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure.

H. WORLDWIDE COVERAGE

Under **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory,** subparagraph **(5)** is deleted and replaced with the following:

(5) Anywhere in the world, if:

(a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

(b) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, Puerto Rio or Canada or in a settlement we agree to.

(c) If, for such "autos" a "suit" is brought outside the territory described in 7.(1) through 7.(4) above, we will reimburse the insured for defense expenses incurred with our written consent, but we will make no payment, nor will we reimburse the insured for damages.

I. DEFINITIONS

Under **SECTION V - DEFINITIONS,** Item **C.** is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

POLICY NUMBER: 1466277 COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Automatic Status when required by Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

© Insurance Services Office, Inc., 2009

Midwest Employers Casualty Company
A BERKLEY COMPANY®

Endorsement

Endorsement Effective: 12/31/2020
Policy No.: EWC008469
Named Insured: Associated Builders & Contractors, Inc., New Mexico Chapter

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Waiver of Subrogation by Written Contract Endorsement

In the event that your Member has waived its right to subrogation against a third party under the terms of a written contract entered into by your Member prior to the date of injury to your Member's Employee for whom you have paid Loss, we will also waive any right of subrogation we have against that third party, but only with respect to said Loss, and only if our waiver is required by the written contract.

All other parts of Section K. Recovery, of Part Four – Claims of this Policy remain in effect and are unchanged by this endorsement.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: TLC PLUMBING AND UTILITY
DBA: TLC PLUMBING AND UTILITY

Business Location: 5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

CRS Number: 02226090000

Owner: DALE ARMSTRONG

License Number: 222153

License Type: Business License - Renewable

Issued Date: December 31, 2020

Classification: Out of Jurisdiction Contractor - Plumbing

Expiration Date: December 31, 2021

Fees Paid: $10.00

TLC PLUMBING AND UTILITY
5000 EDITH BLVD NE
ALBUQUERQUE, NM 87107

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 # **3203056**

Contractor: **Sub Surface**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

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

Term Start Date: **as approved** Term End Date: **6/30/25**

[☑] Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History: 21/46/B**

Fran Dunaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement ITB #21/46/B multi-award

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

SUBSURF-01 DONISCHUK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/13/2021

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

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

PRODUCER License # 0757776
HUB International Insurance Services (SOW)
2905 Rodeo Park Drive East
Building 6, Suite 100
Santa Fe, NM 87505

CONTACT NAME: Michelle Vialpando
PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 621-0427
E-MAIL ADDRESS: michelle.vialpando@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sub Surface Contracting Inc
27A Paseo De River St
Santa Fe, NM 87507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded: $500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		Z75944	7/1/2021	7/1/2022	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 $ 250,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			Z75944	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			Z75944	7/1/2021	7/1/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0692	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			Z75944	7/1/2021	7/1/2022	Ded: $500 / Limit	200,000

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

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Santa Fe
Wastewater Division
Attn: Stan Holland
73 Paseo Real
Santa Fe, NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SUBSURF-01 DONISCHUK

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (SOW)		Sub Surface Contracting Inc 27A Paseo De River St Santa Fe, NM 87507
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Where required by written contract or agreement, the City of Santa Fe, Wastewater Division, City Representative, other parties reasonably requested in writing by the City of Santa Fe, and their officials, members, officers, employees, and agents are included as additional insured with respects to general liability, on a pirmary & non-contributory basis.

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ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU **CG-2033R(6-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. Section II - Who Is An Insured is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and

b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage* or *personal and advertising injury* caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. *Bodily injury, property damage* or *personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the *occurrence* which caused the *bodily injury* or *property damage* involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. *Bodily injury* or *property damage* occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION **CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SUB SURFACE CONTRACTING INC.
DBA: SUB SURFACE CONTRACTING INC.

Business Location: 27 PASEO DE RIVER A
SANTA FE , NM 87507

CRS Number: 02104256000

Owner: SUB SURFACE CONTRACTING INC.

License Number: 46991

License Type: Business License - Renewable

Issued Date: April 01, 2021

Classification: Contractor - Specialty

Expiration Date: April 01, 2022

Fees Paid: $35.00

SUB SURFACE CONTRACTING INC.
27 A PASEO DE RIVER
SANTA FE, NM 87507

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3203057**

Contractor: **Allied 360**

Description: **(POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962**

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

Term Start Date: **as approved** Term End Date: **6/30/25**

[x] Approved by Council Date: **Pending**

Contract / Lease: Up to $200,000 inclusive

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[ ] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History: 21/46/B**

Fran Delaway (Oct 25, 2021 09:44 MDT) Oct 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: COSF Price Agreement -multi award 21/46/B

4. **Funding Source: Waste Water** **Org / Object: 5000367.520150; 500036**

Andy Hopkins (Oct 22, 2021 15:41 MDT) Oct 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/20/2021

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

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

PRODUCER
Brown & Brown Insurance of New Mexico, Inc.
1660 Old Pecos Trail Suite D
Santa Fe NM 87505

CONTACT NAME: Venessa Vigil-Kim
PHONE (A/C, No, Ext): (575) 758-2249 **FAX (A/C, No):**
E-MAIL ADDRESS: vkim@bbnm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Cincinnati Insurance Company	10677
INSURER B : New Mexico Employer's Assurance Company	13674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Allied 360 Construction LLC
PO Box 1913
Espanola NM 87532

COVERAGES **CERTIFICATE NUMBER:** 20/21 WC & 21/22 PKG **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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			EPP0495694	07/02/2021	07/02/2022	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 $ 500,000 $ 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			EBA0495694	07/02/2021	07/02/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0102290.101	11/25/2020	11/25/2021	[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)

RE: On-Call Contract

CERTIFICATE HOLDER

City of Santa Fe Wastewater Division Attn. Stan Holland
73 Paseo Real
Santa Fe NM 87507

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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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: ALLIED 360 CONSTRUCTION LLC
DBA: ALLIED 360 CONSTRUCTION LLC

Business Location: 1709 W SHADOWOOD LANE
ESPANOLA, NM 87532

CRS Number: 03147576000

Owner: patrick herrera

License Number: 231055

License Type: Business License - Renewable

Issued Date: September 08, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: September 08, 2022

Fees Paid: $10.00

ALLIED 360 CONSTRUCTION LLC
1709 W Shadowood LN
ESPANOLA, NM 87532

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Sub Surface Contracting, Inc. ; TLC; Allied 360

Procurement Title: (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962

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

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

Department Requesting Public Utilities Dept

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
☐	X	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
X	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: _____

stan holland

Public Utilities Dept / WWMD/ Stan Holland stan holland (Oct 18, 2021 16:23 MDT)

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

Fran Dunaway

Fran Dunaway (Oct 25, 2021 09:44 MDT)

Chief Procurement Officer Oct 25, 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.

*

Signature: Michael Dozier (Oct 18, 2021 16:26 MDT)

Email: mldozier@santafenm.gov

Signature: Shannon Jones (Oct 18, 2021 17:10 MDT)

Email: swjones@santafenm.gov

GENERAL CONDITIONS

1. DEFINITIONS

Wherever used in any of the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof unless another meaning is clearly specified:

ADDENDA - Written or graphic instruments issued prior to the execution of the Contract Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

ARCHITECT/ENGINEER (A/E) – New Mexico registered architect or registered professional engineer or the Architect's or professional engineer's designated representative, who is working directly under the direct supervision of the architect or professional engineer. For design/build delivery projects, the Architect/Engineer (A/E) shall mean the New Mexico licensed architect or registered professional engineer who is retained by or teamed with the Contractor to develop the design and construction plans for the project.

BID - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER - Any person, firm or corporation submitting a Bid for the Work.

BONDS - Bid, Performance, and Labor and Materials Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.

CALENDAR DAY – Each and every day shown on the calendar, Beginning and ending at midnight.

CHANGE ORDER - A written order to the Contractor authorizing an addition, deletion or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.

CITY - City of Santa Fe, New Mexico.

CONSULTING ENGINEER – New Mexico registered professional engineer, or the designated representative, who is working under the direct supervision of the consulting engineer, who has designed the technical aspects of this project for the City of Santa Fe.

CONTRACT DOCUMENTS - The Construction Contract and those additional documents identified and incorporated by reference therein.

CONTRACT PRICE - The total monies payable to the Contractor under the terms and conditions of the Contract Documents and as specifically set forth in the Construction Contract.

CONTRACT TIME - The time period stated in the Contract Documents for the completion and acceptance of the Work by the Project Manager. This time may be defined as a specified fixed date, given number of work days, or a given number of calendar days

CONTRACTOR - The person, firm or corporation possessing the proper New Mexico Contractors license (s) with whom the City has executed the Construction Contract.

ENGINEER - The City of Santa Fe Wastewater Management Division Engineer, or designated representative, assigned to manage the project contract. Engineer shall mean New Mexico registered professional engineer.

EXTRA WORK – 1) an item of work ordered under the contract for which there is no unit bid price, or 2) when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or 3) when, in the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or of unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site any of which will require the Contractor to significantly alter the method, prosecution and progress of the work, or 4) when the original contract quantity of a major item is adjusted by more than twenty-five percent (25%).

FIELD ORDER - A written order effecting a change in the Work which does not involve an adjustment in the Contract Price or an extension of the Contract Time, issued by the Project Manager to the Contractor during performance of the Work.

HOLIDAYS – Holidays will be observed as follows unless otherwise provided by the City Council:
New Years Day
Martin Luther King Jr.'s Birthday
Presidents Day (observed the day following Thanksgiving Day)
Memorial Day
Independence Day (4th of July)
Labor Day
Santa Fe Fiesta (1/2 day)
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

NOTICE OF AWARD - The written notice of the acceptance of the Bid from the City to the successful Bidder.

NOTICE TO PROCEED - Written communication issued by the City to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Work.

PLANS - The part of the Contract Documents which show the characteristics and scope of the Work to be performed and which have been prepared or approved by the City.

PROJECT - The undertaking for which the Work is to be performed as provided in the Contract Documents.

PROJECT MANAGER - The person designated by the City or its Engineer to be responsible for supervising the performance of the Work by the Contractor and compliance with the Contract Documents.

SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated, performed or installed.

SPECIFICATIONS - Written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

SUBCONTRACTOR - An individual, firm or corporation approved by the City and having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

SUBSTANTIAL COMPLETION - That date as certified by the Project Manager when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLIER - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

WORK - All labor necessary to produce the construction or services required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project as more specifically described in the Contract Agreement.

WORKING DAY - Each day, exclusive of Saturdays, Sundays, and holidays, as set out in Subsection 1 HOLIDAYS, on which work can be effectively prosecuted for six hours or more. The determination of whether a working day will be charged will be made by the Project Manager or Engineer at the beginning of the work day. No time will be charged if the weather improves after a non-working day has been declared, unless the contractor chooses to perform work, and only if that work is performed for six (6) hours or more. No time will be charged for work done to preserve and protect existing work during non-working days. A working day will be charged when work is effectively prosecuted for six (6) hours or more on any contract item that requires inspection or testing by the City on a Saturday, Sunday or holiday. The contractor may elect to observe a national holiday in lieu of observing the City holiday, as defined in HOLIDAYS in which case, for the purpose of assessing working days, the city holiday will no longer be considered a holiday.

WRITTEN NOTICE - Any notice to any party of the Construction Contract relative to any part of this Contract Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at the said party's last given address, or delivered in person to said party or the said party's authorized representative on the Work.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

The Contractor may be furnished additional instructions and detail drawings, by the Project Manager, as necessary to carry out the Work required by the Contract Documents.

Additional drawings and instructions thus supplied to the Contractor by the Project Manager will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

The Contractor shall submit to the Project Manager such schedule of quantities and costs, progress schedules, reports, estimates, records and other data where applicable in a format approved by the Project Manager for the Work to be performed. The construction schedule shall be submitted to the Engineer before the Pre-construction meeting.

With each such partial payment application, the Contractor shall submit to the Project Manager updated construction progress schedule showing the order in which the Contractor proposes to carry on the Work, including dates at which the Contractor will start the various parts of the Work, estimated date of completion of each part and, as applicable:

A. The dates at which special detail drawings will be required; and

B. Respective dates for submission of Shop Drawings, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

The Contractor shall also submit to the Project Manager prior to commencing the Work, a schedule of payments that Contractor anticipates it will earn during the course of the Work.

The Contractor shall provide a two-week advance written notice to the Project Manager on any planned road closures with the dates and times of the length of the anticipated closure.

4. PLANS AND SPECIFICATIONS

The intent of the Plans and Specifications is that the Contractor shall furnish all labor, materials (except for materials specified to be furnished by the City), tools, equipment, and transportation necessary for the proper execution of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Work in an acceptable and professional manner, ready for use, occupancy or operation by the City. The original set of plans will be kept at the Wastewater Treatment Plant during the construction of this project.

5. SHOP DRAWINGS

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Engineer, Project Manager or the Project Manager's designated representative, shall promptly review all Shop Drawings. The approval of the Engineer, Project Manager or the Project Manager's designated representative of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The approval of any Shop Drawing which substantially deviates from the requirement of the Contract Documents shall be evidenced by a Change Order.

When submitted for the Engineer or Project Manager's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been approved by the Engineer, Project Manager or the Project Manager's designated representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager upon request.

6. MATERIALS, SERVICES AND FACILITIES

It is understood that, except as otherwise may be specifically stated in the Contract Documents, the Contractor shall provide and pay for the costs and associated taxes for all materials (except for materials specified to be furnished by the City), labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the Contract Time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

Materials, supplies and equipment furnished by the Contractor shall be in accordance with samples submitted by the Contractor and approved by the Engineer or Project Manager.

Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or any Subcontractor, subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

The Owner may hire and pay for an independent testing company and testing laboratory to complete verification testing for work completed by the Contractor. The Contractor shall be responsible for quality control of all work for the project and is responsible for ensuring that all work is completed in accordance with the Contract Documents including associated compliance testing. Any costs associated with quality control of completing the required work in the contract documents including compliance testing shall be considered incidental to the cost of completing the work.

Inspections, tests or approvals by the Engineer or Project Manager, or others shall not relieve the Contractor from the Contractor's obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer, Project Manager and the Project Manager's representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer, Project Manager or the Project Manager's representatives, it must, if requested by the Engineer, Project Manager or the Project Manager's representatives, be uncovered for the Engineer, Project Manager or the Project Manager's representative's observation and replaced at the Contractor's sole expense.

If the Engineer or Project Manager considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer or Project Manager's request, will

uncover, expose or otherwise make available for observation, inspection or testing as the Engineer or Project Manager may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction.

8. PATENTS

The Contractor shall pay all applicable royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and save the City harmless from loss on account thereof, except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the Contractor promptly provides such information to the Project Manager.

9. SURVEYS, PERMITS, REGULATIONS

The City shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the City, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

The Contractor shall carefully preserve benchmarks, reference points and stakes. When it becomes necessary by reason of construction to remove or obliterate any triangulation station benchmark, corner, monument, stake, witness mark or other survey reference mark, it shall be the duty of the Contractor to cause, at the Contractor's sole expense, the mark to be re-established by a registered surveyor in accordance with New Mexico State Statute 61-23-28.

Unless otherwise stated in the Contract Documents or agreed to in writing by the City all permits and licenses necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Project Manager in writing, and any necessary changes shall be adjusted as provided in Section 14, Changes in the Work.

10. PROTECTION OF WORK, PROPERTY AND PERSONS

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, landscaping, irrigation systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor will comply with and provide all notices required by all applicable laws, ordinances, rules, regulations and orders of every public body having jurisdiction over the Contractor, the City or the Project. Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the City or the Engineer or Project Manager, or any one employed by either of them or anyone for whose acts they may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Project Manager or City, shall act to prevent threatened damage, injury or loss. Contractor will give the Engineer orProject Manager prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

11. PROTECTION OF UTILITY RIGHTS-OF-WAY AND SERVICES

Where the Contractor's operations are adjacent to railways or utilities or are adjacent to other properties, damage to which may result in considerable expense, loss or inconvenience, work shall not commence until the Contractor has made all arrangements necessary to protect these facilities.

The Contractor shall cooperate with the owners of underground or overhead utility lines in their removal and rearrangement operations in their removal or relocation in order to eliminate duplication of effort by utility owners and to prevent interruption of service.

If water or utility services are interrupted due to accidental breakage or as a result of being exposed or unsupported during the Contractor's operations, the Contractor shall provide continuous repair work until the service is restored. No work shall be commenced around fire hydrants until provision for service has been approved by the local fire authority.

The contractor agrees and recognizes that there are ongoing operations of City facilities at and around the project site. It shall be the responsibility of the Contractor to coordinate work with said City facility operations.

12. PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of these specifications or in exercising powers or authority granted to them by or within the scope of the contract, there shall be no liability upon the City's Engineer, Project Manager, or their authorized representatives, either personally or as officials of the City, it being understood and agreed that in such matters they act solely as agents and representatives of the City

13. CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the Work without invalidating the Construction Contract. If such changes increase or decrease the amount due under

the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Contract Change Order.

The Engineer or Project Manager, also, may at any time, by issuing a Field Order, make changes in the details of the Work. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Engineer or Project Manager, unless the Contractor believes that such Field Order entitles the Contractor to a change in Contract Price or Time, or both, in which event the Contractor shall give the Engineer or Project Manager written notice thereof within seven (7) days after the receipt of the ordered change. Thereafter the Contractor shall document the basis for the change in Contract Price or Time within thirty (30) days. The Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from the City.

14. CHANGES IN CONTRACT PRICE

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by one or more of the following methods in the order of precedence listed below:

A. Unit prices previously approved.
B. An agreed lump sum.
C. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work covered by the Change Order. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of such Work to cover the cost of bonds, insurance, and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and it is important that the Work be vigorously pursued to completion. The cost to the City of the administration of the contract, including engineering, inspection and supervision, will be increased as the time occupied in completing the work is increased. The operation of City facilities is subject to detriment and inconvenience when full use cannot be made of an incomplete project.

The Contractor will proceed with the Work at such rate of progress to insure full completion of the Work within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the City, that the Contract Time for the completion of the Work described herein is a reasonable time, and that in submitting a bid on the Project and executing the Construction Contract the Contractor has taken into consideration the average climatic and economic conditions and other factors prevailing in the locality where the Work is to be performed.

Should the Contractor fail to complete the Work within the Contract Time, or such extension of contract time as has been granted by the City, then the Contractor agrees to the following schedule of liquidated damages representing inconvenience and monetary damage to the City and the operation of its facilities:

Original Contract Amount			
From More Than	To And Including	Charge Per Calendar Day	Charge Per Work Day
$ 0	$ 100,000	$ 250	$ 350
$ 100,000	$ 500,000	$ 600	$ 600
$ 500,000	$ 1,000,000	$ 800	$ 1,100
$ 1,000,000	$ 2,000,000	$ 1,150	$ 1,600
$ 2,000,000	$ 4,000,000	$ 1,350	$ 1,900
$ 4,000,000	$ 8,000,000	$ 1,725	$ 2,450
$ 8,000,000	$ *no limit*	$ 1,925	$ 2,750

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the City or the Project Manager, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil conditions, unavoidable casualties, delays specifically authorized by the City, or by causes beyond the Contractor's control, avoidance, or mitigation, and without the fault or negligence of the Contractor or subcontractor or supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the City may, in its sole discretion, determine that such event has delayed the critical path of the Work or overall completion of the Work after considering the advice of the Project Manager, if the Contractor complies with the notice and documentation requirements set forth below.

Any claim for extension of time shall be made in writing to the Project Manager and City, not more than 10 calendar days from the beginning of the delay. The notice shall indicate the cause of the delay, the anticipated length of the delay, and the probable effect of such delay upon the progress of the Work. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress narrative report to the Project Manager. Within thirty days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested, and such analysis and documentation of the schedule of the project and other documentation to demonstrate a delay in the critical path of the Work or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay shall be waived by the Contractor.

Except as otherwise provided below, extensions of time shall be the Contractor's sole remedy for any and all delays. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance in the orderly progress of the Work or delay from any cause in the progress of the Work, when such hindrance or delay is the result, directly or indirectly, of the Contractor's action or inaction or the action or inaction of the Contractor's agents, representatives or subcontractors or when such delay was foreseeable or avoidable. In the event that a hindrance or delay in the orderly progress of the Work was not, directly or indirectly, the result of the Contractor's action or inaction, and when such delay was not foreseeable or avoidable, the City may pay the Contractor for any additional costs or expenses directly incurred as a result of the delay that cannot reasonably be avoided or reduced, which the Contractor demonstrates to the satisfaction of the City. Except as provided above, Contractor expressly agrees not to make, and hereby waives any claim for damages on account of any delay, obstruction, or hindrance for any cause whatsoever, including but not limited to the aforesaid causes and agrees that Contractor's sole right and remedy in the case of any delay shall be an extension of the time fixed for completion of the contract. Without limitation, the City's exercise of its rights under the changes clause, regardless of the extent or number of such changes, shall not under any circumstances be construed

as compensable delays, it being acknowledged that the Contract Price includes and anticipates any and all delays whatsoever from any cause, whether such delays be avoidable or unavoidable.

16. CORRECTION OF WORK

The Contractor shall promptly remove from the premises all Work rejected by the Engineer or Project Manager for failure to comply with the Contract Documents, whether incorporated in the Project or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without any expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's sole expense. If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of Written Notice, the City may remove or correct such Work and store the materials at the sole expense of the Contractor. If at the time the City removes or corrects such Work and stores materials and any amount of the Contract Price is then due and owing to the Contractor, the City may deduct from the amount owed to the Contractor, the costs incurred by the City for such removal, correction and storage.

17. SUSPENSION OF WORK, ORDERED BY THE ENGINEER

If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

Upon receipt of the request, the Engineer will evaluate the Contractor’s request. If the Engineer agrees that the cost or time required for the performance of the contract has increased as a result of such suspension and was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or its subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment (excluding profit) and the City will modify the contract in writing accordingly.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under this section to the extent that performance would have been suspended or delayed by other causes, or for which an adjustment is provided for or excluded under other terms or conditions of this contract.

18. DEFAULT OF CONTRACT

The Contractor is in default of the Contract if the Contractor:

A. Fails to begin work under the contract within the time specified in the “Notice to Proceed,” or:

B. Fails to perform the work with sufficient supervision, workmen, equipment, or materials to assure the prompt completion of said work, or:

C. Performs the work unsuitably or neglects or refuses to remove materials or to perform new such work as may be rejected as unacceptable and unsuitable, or:

D. Discontinues the prosecution of the work, or:

E. Fails to resume work which has been discontinued within a specified (minimum 14 calendar days) time after notice to do so, or:

F. Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or:

G. Allows a final judgment, in a suit filed in connection with this contract, to stand against him unsatisfied for a period of thirty (30) calendar days, or:

H. Makes an assignment, in connection with this contract, for the benefit of creditors, or:

I. For any other cause, except as provided in the Construction Contract, fails to carry on the work in an acceptable manner.

The Project Manager will give notice in writing to the Contractor and the Contractor's surety of such delay, neglect, or apparent default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor or surety, within a period of ten (10) calendar days after such notice, does not proceed in accordance therewith, then the City may, upon written notification from the Engineer of the fact of such delay, neglect, or apparent default, and the Contractor's failure to comply with such notice, have full power and authority without violating the contract to declare the Contractor in default and take the prosecution of the work out of the hands of the Contractor and demand compliance by the surety of the terms, conditions and obligations contained in the Performance Bond executed by the surety and Contractor.

Upon the default of the Contractor as set forth above, the surety shall take charge of said work and complete the contract at its own expense pursuant to the terms of said contract, receiving, however, any balance of funds due and owing Contractor in the hands of the City under said contract. In the event the surety fails to take charge of the project upon the demand of the City to do so, the City may undertake to complete the project with its won forces, or may procure a completing contractor to finish the work. All costs and charges thereby incurred by the City, together with the cost of completing the work under contract, will be deducted from the contract funds, which are due or may become due the defaulting Contractor. lf such expense exceeds the sum which would have been payable under the contract, then the defaulting Contractor and the surety shall be jointly and severally liable for the amount of such excess expense.

19. TERMINATION OF CONTRACT – NO FAULT OF CONTRACTOR

After ten (10) days from delivery of a Written Notice to the Contractor from the Project Manager, the City may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Construction Contract. In such case, the Contractor shall be paid for all Work executed in conformance with the Contract Documents and any expense sustained plus reasonable profit.

20. PAYMENTS TO CONTRACTOR

Payments to the Contractor by the City shall be as specified in the Construction Contract, and as specified in the Special Conditions.

Prior to Substantial Completion, the City, with the approval of the Project Manager and with the concurrence of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

The City shall have the right to enter the premises where the work is being performed for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by agents or employees of the City.

Upon completion and acceptance of the Work, the Project Manager shall issue a certificate attached to the final payment request that the Work has been accepted by the Project Manager under the conditions of the Contract Documents. The entire balance found to be due the Contractor, except such sums as may be lawfully withheld by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work.

21. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

The acceptance by the Contractor of final payment shall be and shall operate as a release to the City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the City and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or the Contractor's sureties from any obligations under the Contract Documents or the Performance Bond and Labor and Materials Payment Bond.

22. ASSIGNMENTS

Neither the Contractor nor the City shall sell, transfer, assign or otherwise dispose of the Construction Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

23. SUBCONTRACTING

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors. The City must approve the use of any Subcontractor.

The Contractor shall not award Work to Subcontractor(s), in excess of fifty percent (50%) of the Contract Price, without prior written approval of the City.

At the Pre-construction conference, the Contractor shall submit a list of all subcontractors and material suppliers to be utilized on the Project. For design/build delivery projects, the Contractor shall list the Architect/Engineer and the manufacturer for the building or pre-engineered structure on the Bid Form. The Contractor shall also comply with provisions of the Contractors Fair Practice Act.

The Contractor shall be fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts that require Contractor to make prompt payment in accordance with the Retainage Act (NMSA 1978, 57-28-1, etseq.)

Nothing contained in this Contract Agreement shall create any contractual relation between any Subcontractor and the City.

24. DUTIES OF THE CONTRACTOR

The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent or employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve Contractor from fulfilling any of the conditions of the Contract. The Contract requires performance of services entirely at the Contractor's risk and Contractor has agreed to indemnify the City from all claims, demands and actions, arising from the Contractor's actions, errors or omissions.

The Contractor will supervise and direct all work to be performed pursuant to this Agreement. Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain at the project site a qualified superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The superintendent shall have full authority to act on behalf of the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. The superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the services provided pursuant to this Agreement.

Construction Surveying will be provided by the Contractor.

25. JOB SITE ADMINISTRATION

Except as provided in the Instructions to Bidders, the outdoor storage and staging yard must be obtained by the contractor at his/her sole expense. The Contractor shall erect a security fence to enclose the storage and staging area and be responsible for orderly use of the storage sites and clean up of all areas affected by the project to the original condition. Construction materials and equipment such as tools, scaffolds, forms and excess material not in use shall be stored or stacked in neat order at the contractor's storage site.

Services performed pursuant to this Agreement are not to interfere with the city's normal operation and maintenance. All areas affected by this project are to be kept continually clean and free of debris. Areas where welding is occurring are to be shielded to prevent flying sparks and debris.

Contractor shall be responsible for all areas of the site used by the Contractor, subcontractors, suppliers or other involved in performance of the services to be performed in the Contract. Contractor shall have the right to exclude all persons who have no purpose or function related to the performance or inspection of the services, except personnel employed by the city or other governmental agencies. Contractor may require all persons on the site of the work to observe all regulations the Contractor requires of the Contractor's employees. Contractor will exert full control

over the site and personnel with respect to use, safety and preservation of property and the existing facilities, except for controls as reserved to City or others.

Contractor shall at all times keep the site free from accumulation of waste materials or rubbish caused by Contractors operations. At the completion of the services to be performed in the Contract, Contractor shall remove Contractor's waste materials and rubbish from and about the project, as well as all Contractor's tools construction equipment, machinery, and surplus materials, and shall clean all surfaces.

Volatile, hazardous or dangerous wastes shall be properly stored and disposed of daily in covered metal containers. The Contractor shall promptly remove all spilled or splattered materials from surfaces to prevent marring, staining, or their damage. All wastes shall be disposed in compliance with applicable anti-pollution laws and local ordinances. Adequate clean-up will be evaluated prior to all applications for progress payment.

The Contractor shall be responsible for and shall pay all landfill disposal fees related to this project.

26. PROJECT MANAGER'S AUTHORITY

The Project Manager or the Project Manager's designated representative shall act as the City's representative, acting under the direction and supervision of the Engineer, during the performance of the Work in connection with the Project. He shall decide questions which may arise as to quality and acceptability of materials furnished and Work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Project Manager, will make visits to the site and determine if the Work is proceeding in accordance with Contract Documents.

The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the Work. Inspections may be made at the factory or fabrication plant of the source of material supply.

The Project Manager will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The Project Manager shall promptly make decisions relative to interpretation of the Contract Documents.

27. CLAIMS FOR ADJUSTMENT – DISPUTE RESOLUTION

The Contractor may make claims for additional compensation or time extension only when the Engineer disallows time extension requests which have been properly submitted by the Contractor, or for disputes alleging that work requested to be performed is extra work.

The Contractor is barred from filing claims after the Engineer has determined the work ordered is extra work.

To make a claim, the Contractor shall notify the Engineer, through the Project Manager, in writing of the intention to make a claim for such additional compensation before the Contractor begins the work on which the Contractor bases the claim, or in the case of Termination of Contract – No fault of Contractor, within thirty (30) days of the effective termination date.

If the timely notification is not given, and the Project Manager is not afforded proper facilities by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby

waives claims for such additional compensation. Such notification by the Contractor, and the fact that the Project Manager has kept account of the cost as previously stated, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after review by the Project Manager and Engineer is found to be just, the Engineer shall originate a change order and submit the change order for approval.

All notifications of claim shall be made in writing to the Engineer, through the Project Manager, who shall either accept or deny the claim within thirty (30) calendar days.

If the claim is denied, or if the Contractor and the Owner cannot negotiate a satisfactory basis of payment or time extension, then the Contractor may proceed with litigation in a court of competent jurisdiction. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District and any action or suit commenced in a federal court shall be brought in the United States District Court for the District of New Mexico.

28. LAND AND RIGHT-OF-WAY

Prior to issuance of Notice to Proceed, the City shall obtain all land and right-of-way necessary for carrying out and for the completion of the Work to be performed pursuant to the Contract Documents, unless otherwise specifically provided in the Contract Documents.

The City shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.

The Contractor shall provide at the Contractor's own expense and without liability to the City any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

The Contractor shall guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of acceptance of final payment of the Contract Price. The Contractor warrants and guarantees for a period of one (1) year from the date of acceptance of final payment of the Contract Price of the Work that the completed Work is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The City will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the City may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

The Contractor shall provide the City with all certificates of long term guaranty or warranty regarding mechanical equipment, structural systems, paint, coating or finish.

30. MISCELLANEOUS

TAXES - Contractor shall be responsible for the payment of all applicable taxes levied on the Contract Price paid under this Agreement, including but not limited to the State of New Mexico gross receipts tax.

INDEPENDENT CONTRACTOR - The nature of the Contractor to the City shall be that of an independent contractor. The Contractor, and all employees and subcontractors of the Contractor, shall not be deemed agents, employees or servants of City. This Agreement shall not be construed as a joint venture or partnership between the parties hereto. The City will not withhold taxes, F.I.C.A. or the like from the payment for the Work. Nothing in this Agreement burdens the City with the duties of an employer concerning Contractor, or any employee or subcontractor of the Contractor, under any state workers' compensation laws, any state or federal occupational health and safety laws or any other state or federal laws. The Contractor and all employees or subcontractors of Contractor shall not participate in any of the "fringe benefits" generally made available by the City to its officers or employees. The City shall not provide the Contractor office space, clerical help, supplies or the like. The Contractor shall not have the benefit of an expense account, but the City shall reimburse the Contractor for extraordinary expenses incurred by Contractor in connection with the performance of the Construction hereunder, where the City agrees in advance to do so.

CONTRACTOR'S AUTHORITY - Contractor shall not enter into any agreement with any person which binds, or is intended to bind, City to any duty or obligation unless the City has given Contractor prior written consent to represent the City in such matter. Nor shall Contractor make representations to any person which indicate that Contractor is acting on behalf of the City, without the City's prior written authorization.

CONTRACTOR'S RIGHT TO CONDUCT BUSINESS - Nothing in the Contract Agreement or Contract Documents shall preclude or limit the Contractor from pursuing unrelated business opportunities; provided, however, that Contractor shall at all times during the term of the Contract Agreement, maintain the ability to perform its obligations hereunder in a professional and timely manner. Nor shall City limit or interfere with the Contractor's ability to manage its business or employees.

SANITARY, HEALTH, AND SAFETY PROVISIONS - The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of the Contractor's employees as may be necessary to comply with the requirements of the State and local Boards of Health or of other bodies having jurisdiction.

Attention is directed to Federal, State and local laws, rules and regulations concerning construction safety and health standards.

The Contractor shall provide on site, for the duration of the work, restroom facilities for the use of the Contractor's employees.

CLEAN AIR AND WATER POLLUTION CONTROL ACTS - During the performance of this Agreement, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USE 1251 et seq., and regulations of the Environmental Protection Agency (EPA) with respect thereto, at 40 CFR Part 15, as amended.

Any facility to be utilized in the performance of any non-exempt contract or subcontract is not to be listed on the list of Violating Facilities issued by the EPA pursuant to 40 CFR 15.20.

Contractor will comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 USE 1857c-8 and Section 308 of the Federal Water Pollution Control Act, as amended, 33 USC 1318, relating to inspection, monitoring entry, reports and information, as well as all other

requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Contractor and all subcontractors will notify the City of any notification received from the Direct, Office of Federal Activities, EPS, indicating that a facility utilized, or to be utilized for performance of the obligations under the Contract, is under consideration to be listed on the EPA list of Violating Facilities.

Contractor will include, or cause to be included, the criteria and requirements in Section 25.6 of these General Conditions to the Agreement in every subcontract, and Contractor will take such action as the owner, or any governmental authority with jurisdiction, may direct as means of enforcing such provisions.

SPECIAL CONDITIONS

1. AMERICANS WITH DISABILITIES ACT COMPLIANCE:

The Contractor will comply with all relevant provisions of the Americans with Disabilities Act, as well as with the New Mexico Human Rights Act, and all other applicable local, state and federal laws governing the rights of the disabled.

2. WAGE RATE DETERMINATION:

Issuance of the following wage rate determination is done pursuant to Section 13-4-11 N.M.S.A. 1978, as amended, or such successor statute and with duly adopted rules and regulations properly registered with the Supreme Court, as required by law, and other statutes pertaining to public works in New Mexico.

Each certified payroll shall have the correct Wage Rate Decision Number printed clearly on the first page. The Contractor and all Subcontractors shall also submit certified payrolls. Prior to the issuance of a Certificate of Payment, the Contractor shall determine that a certified payroll has been submitted to the State Labor Commission as provided for by State law and that all other provisions applicable to and relating to the payment of wages to artisans, draftsmen, and laborers has been abided by and that said payments have been made in accordance with established scales as furnished by the State Labor Commission for this particular contract. In addition, the Contractor will not be allowed to split an individual worker(s) time/wages between crafts/laborer classifications.

3. SCHEDULE OF VALUES

Before the Application for Payment, the Contractor shall submit to the Engineer a schedule of values allocated to the various portions of the work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, once mutually agreed upon between the Engineer and the Contractor shall become the basis for the Contractor's Applications for Progress Payments.

4. APPLICATION FOR PROGRESS PAYMENT:

Contractor shall submit (but not more often than once a month), to the Project Manager for review an Application for Progress Payment filled out and accompanied by such supporting documentation as is required by the Contract Documents and also as the Project Manager may reasonably require. The City shall have seven (7) days to review the Application for Progress Payment either to accept or reject. If application is accepted then City shall have twenty-one (21) days from day of receipt to process payment. If application is rejected, Contractor has to resubmit a new Application for Progress Payment. Once application is resubmitted the twenty-one (21) day timeframe is reinstated. These Applications for Progress Payments shall be on the basis of estimates made by Contractor and shall be as specified in the Contract Agreement. If payment is requested on the basis of materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by such data, satisfactory to City as will establish City's title to the material and equipment and protect City's interest therein, including applicable insurance. Each subsequent Application for Progress Payment shall include an affidavit of Contractor stating

that all previous payments received on account of the work have been applied to discharge in full all of Contractor's obligations reflected in prior Applications for Progress Payment. All Applications for Progress Payment shall be submitted on an Application and Certification for Payment form as approved by the Project Manager. Contractor shall obtain from all suppliers of services and materials a release and waiver of all liens. Such releases and waivers shall be submitted with the Contractor's Application for Progress Payment.

5. CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all work, materials and equipment covered by an Application for Progress Payment, whether incorporated in the Project or not, will pass to City at the time of payment free and clear of all liens, claims, security interests and encumbrances.

6. WARRANTY

Contractor shall pay City, or make at the Contractor's own expense, all repairs, replacement or payments necessitated by defects in materials or workmanship supplied under the terms of the Contract which exist within one year after the date of final acceptance of the Work or such longer period of time as may be prescribed by applicable law or regulation in a reasonable and timely manner.

The Contract shall cover defects which shall be in existence during such one-year period but which shall not become apparent until thereafter.

Contractor shall be fully responsible for all direct, indirect and consequential costs to the City approximately caused by such defects in materials or workmanship including defects in materials or workmanship supplied to the Contractor by a subcontractor or supplier. Contractor shall also hold the City harmless from liability of any kind arising from damage due to said defects.

Contractor shall make all repairs and replacements or payments promptly upon receipt of written order from the City. If Contractor fails to make the repairs, replacements or payments promptly, City may do the work and Contractor and the Contractor's Surety shall be liable for cost thereof, including but not limited to, fees and charges of engineers, architects, attorneys and other professionals.

7. PROVISIONS FOR SAFETY:

The Contractor will be required to make whatever provisions necessary, to provide for the safety and welfare of the public and City employees during construction.

8. PRE-CONSTRUCTION CONFERENCE

A pre-construction meeting shall be scheduled between the Owner and the Contractor and shall be conducted at the time and location specified in the Notice of Pre-construction Meeting which will be presented to the Contractor after execution of the construction contract. At this meeting the Engineer and Project Manager will discuss administrative matters with the Contractor and the Sub-contractors and further orient the Contractor to the requirements of the Contract Documents. The Contractor shall introduce responsible personnel (to be in attendance), present and discuss the

construction schedule, and discuss approach and construction methods to complete the work and utility coordination, as applicable.

9. CONTRACTOR PERSONNEL INFORMATION:

The Contractor will provide the following information to the Project Manager:

A. Contractor's Project Manager:_____

Phone No.:_____Cell Phone:_____

B. Contractor's Superintendent: _____

Telephone No.:_____Cell Phone No.:_____

FAX No.:_____e-mail:_____

C. Architect/Engineer:_____

Address:_____

Phone No.:_____Cell Phone:_____

FAX No.:_____e-mail:_____

D. A/E's Project Representative:_____

E. Testing Laboratory:_____

E. Emergency contact phone numbers

(1) Person/Address _____

Phone: _____Cell Phone:_____

(2) Person/Address _____

Phone: _Cell Phone:_____

(3) Person/Address _____

Phone: _Cell Phone:_____

F. List of authorized signatures for:
Certified payrolls; Payroll affidavits; Change orders; Progress payment certifications:

_____

_____

E. Project Safety Officer: _____

F. Equal Employment Opportunity Officer: _____

G. List of tentative suppliers: _____

The person listed in **"B."** will become the Contractor's Superintendent of Record. The Contractor will not be allowed more than one (1) Superintendent. The Contractor's Superintendent shall supervise the project and be available at all times that construction is in progress.

APPENDIX A
REQUIRED INSURANCE

A.1 Contractor's Required Insurance

A.1.1 General Requirements: Contractor shall not commence nor continue to perform any of the Work unless he, at his own expense, has in full force and effect all Required Insurance as set out in this Appendix A. The Contractor shall not permit any Subcontractor to perform work on the Project unless the Workers' Compensation/Employer's Liability Insurance and Liability Insurance requirements have been complied with by such Subcontractor as provided herein. The types of insurance the Contractor (and Subcontractors) shall obtain and maintain are set forth herein. All insurance policies carried by the Contractor or its Subcontractors pursuant to this Appendix A shall be **primary** and **non-contributory** as to any insurance carried by the City of Santa Fe.

All Liability Insurance, Workers' Compensation Insurance, and Employer's Liability Insurance shall be maintained in full force and effect through any warranty period.

Each insurer issuing a policy to satisfy the Required Insurance must be authorized to do business (and have an agent for service of process) in New Mexico and either (1) have not less than an "A-" policyholder's rating and a financial rating of at least Class VII in accordance with the most current Best's Key Rating Guide.; or (2) be acceptable to the City as evidenced by the City's written approval of such Insurer.

Unless otherwise provided herein, the Contractor shall be responsible (without any reimbursement from the City) for payment of the amount of any deductible under any of the insurance policies.

Prior to the execution of the Contract by the City, certificates of insurance shall be delivered to the City Representative on forms acceptable to the City Representative, evidencing full compliance with all the Required Insurance of this Appendix A. Such insurance shall provide that the City is named as an additional insured. Attached to such certificates of insurance shall be endorsements evidencing that (1) the Contractor's and their subcontractors policies shall be primary and non-contributory as to any separate insurance carried by the additional insured; (2) waivers of subrogation on all Workers' Compensation and Employer's Liability policies; and (3) endorsements for the Additional Insured. In addition to showing such insurance is in full force and effect, such certificates must certify to the Certificate Holder that 30 days prior written notice **will be given** to the City of Santa Fe prior to any cancellation, termination or material alteration of the insurance coverage. The wording "will endeavor" to give such notice is not permitted.

In addition to the Certificates of Insurance, Contractor will deliver to the City Representative with the signed Contract Declaration pages for each of the insurance coverages. Certified copies of the (1) Project Specific Builder's Risk Insurance Policy; and (2) the Workers' Compensation and Employer's Liability Insurance Policies (and all endorsements pertaining to such coverages) shall be delivered to the City Representative not later than 7 days after Notice of Award of the Contract by the City (and in any event prior to the commencement of any work at the Project Site).

Due to proprietary and competitive concerns, as to the Commercial General Liability Policy (CGL); the Automobile Liability Policy (Auto); the City and Contractor have agreed to the following procedures:

(1) In the event any claim (or notice of claim) is submitted under any such policies, and the insurance carrier denies coverage, or fails to adjust and resolve such claims in a timely manner, or fails to procure and pay for the defense of such claim, or provides a defense under a reservation of right, then certified copies of the policies (and all endorsements thereto) shall promptly be provided to the City of Santa Fe.

The Liability (and Employer's Liability) insurance herein may be satisfied by excess coverage policies that comply with the Required Insurance under this Appendix A. Exhibit A is the coverage Contractor has agreed to provide to meet the Required Insurance.

If the City is damaged by Contractor's failure to obtain and maintain the insurance called for herein, then Contractor shall be liable to the City for all costs, expenses, and damages resulting therefrom. All insurance policies to be furnished by Contractor under this Agreement shall be subject to approval by the City. All insurance policies shall be on an occurrence (as opposed to claims made) basis. The Required Insurance as set forth herein are to protect the City and any Additional or Named Insured from claims by third parties, including employees of the Contractor or its agents, subcontractors and invitees. Said insurance shall not relieve or release Contractor, its agents or subcontractors from, or to limit their liability as to, any and all obligations assumed under the Contract.

A.1.2 Workers' Compensation and Employer's Liability Insurance: Contractor (and each Subcontractor) shall comply with Applicable Law, including all applicable provisions of the New Mexico Workers' Compensation Act, (see Section 52-1-1, et. seq. NMSA 1978) and the New Mexico Occupational Disease Disablement Law (see Section 52-3-1, et. seq. NMSA 1978) (and any amendments thereto) (collectively Workers' Compensation Insurance). Contractor shall procure, pay for and maintain through Final Completion of the Contract and any warranty period Workers' Compensation Insurance and Employer's Liability Insurance in accordance with Applicable Law in the amounts required by Applicable Law or as set out herein. Such insurance shall include coverage permitted under Applicable Law for safety devices. Contractor shall also provide Employer's Liability coverage of $1,050,000 (including excess coverage) each person, such combined insurance is to cover claims for damages arising from bodily injury, by accident or disease (including death at any time resulting therefrom) sustained by employees of the Contractor while engaged in the performance of any portion of the Work or services or labor under the Contract.

A.1.3 Liability Insurance: The Contractor shall procure, pay for, and maintain Liability Insurance in the amounts stated herein through Final Completion and any warranty period as will protect the Contractor and the Additional Insured from claims which may arise out of or result from Contractor's activities, operations, omissions, and actions concerning the Project, the Work, or the Contract (including activities, operations, omissions, or actions by any Subcontractor or by anyone directly or indirectly employed by Contractor or Subcontractors, or by anyone for whose acts any of them may be liable). The Contractor shall procure, pay for, and maintain, from the execution of the Contract through Final Completion (and through any warranty period), Commercial General Liability Insurance (CGL). The CGL policy shall provide limits as follows:

$ 4,000,000 General Aggregate

$ 1,050,000 Personal Injury
$ 1,050,000 Each Occurrence

The CGL policy of Contractor shall be Abroad form@ coverage and must include liability coverage in the amount of $1,050,000 per occurrence for the following:

Bodily Injury and Property Damage;
Premises/Operations;
Independent Contractors Protective;
Contractual Liability covering the Contract;
Broad Form Property Damage including Completed Operations;
Personal Injury/Advertising Injury with Employment Exclusion deleted;
Explosion, Collapse, and Underground (XCU)

The Commercial General Liability Insurance shall include an endorsement stating that the City, the City Representative and other parties reasonably requested in writing by the City, and their officials, members, officers, employees, and agents are named additional insureds (Additional Insureds) under the policy. Such policy shall also contain an appropriate crossclaim provision and severability of interest provision so that appropriate claims asserted by the City against the Contractor may still be covered. The Contractor's Commercial General Liability Insurance (and Automobile Liability Insurance) shall be deemed the primary insurance coverage for all covered losses.

The Contractor shall procure and maintain, from the execution of this Agreement through Final Completion and any warranty period, Automobile Liability Insurance. The limits shall be: $1,050,000 Combined Single Limit Bodily Injury or Property Damage per accident. The insurance shall also apply to all owned, non-owned, and hired vehicles used by the Contractor or any of its Subcontractors in performance of the Work.

A.l.4 Builder's Risk Insurance: **BUILDER'S RISK IS NOT REQUIRED FOR BID 21/46/B** At all times during the performance of the Work, and until Substantial Completion of the Project is achieved, Contractor shall procure, pay for, and maintain Project-specific Builder's Risk Insurance Coverage on an "all risk"/special form completed value basis for the entire Project (with only such exclusions approved by the City). The "all risk" coverage shall include (1) all Work being constructed, (2) all machinery and equipment at the Project (other than tools and mobile equipment more appropriately insured on a Contractor's equipment floater); and (3) materials and supplies to be used on the Project located at the Project or stored offsite or in transit. The coverage will be at full replacement cost.

The City shall be named as the Loss Payee under the Builder's Risk policy. The policy shall be Project-specific for the Project. Contractor shall be the Named Insured. The City of Santa Fe shall be named as Additional Insured under the policy. The Builder's Risk policy shall insure against "all risk" of physical loss or damage including fire, vandalism, terrorism, flood, or other water damage, earthquake, other earth movement, transit, off site storage, and any damage resulting from defective design, faulty workmanship, or materials. Coverage for business interruption, equipment and machinery, delay in opening, and testing shall be included.

Contractor shall also carry equipment coverage insurance on an "all risk" basis covering equipment owned, leased, or used by Contractor.

With respect to correcting defective workmanship, the coverage shall include the cost of repairing damage caused thereby.

The Builder's Risk policy shall provide coverage for "soft costs" incurred by the City for any covered loss (up to an aggregate limit of $250,000.00).

A.l.5 Contractor's Liability Not Limited by Insurance: Nothing contained in this Appendix A is to be construed as a limitation of the liability of Contractor or Contractor's surety under the Contract.

A.1.6 All insurance policies carried by the Contractor (and its Subcontractors) shall include a waiver of subrogation in favor of the Additional Insureds under either the CGL or the Builder's Risk sections of this Appendix A.

A.1.7 Forms of Policies. The Commercial General Liability Policy shall be substantially equivalent to most current version of ISO CG 0001. The Automobile Liability Policy shall be substantially equivalent to most current ISO CA-00-01.

Exhibit A

Minimum Insurance Coverage

The Contractor shall obtain, pay for and maintain the insurance coverage listed below in connection with the Work:

	Combined Single Limit
Commercial General Liability –	
General Annual Aggregate Limit	$4,000,000
Personal Injury Limit	$1,050,000
Each Occurrence Limit	$1,050,000
Workers' Compensation	
Coverage A	Statutory limits
Employers Liability:	
Bodily Injury by accident	$1,050,000 each accident
Bodily Injury by disease	$1,050,000 each employee
Bodily Injury by disease	$1,050,000 policy limit
Automobile Liability	
Limit for Each Accident	$1,050,000
Coverage to include all owned, non-owned, and hired vehicles	
Project-Specific Builder's Risk Coverage – "All Risk"/Special Form	Amount Equal to Actual Cash Value of Project

"STANDARD SPECIFICATIONS" FOR CITY OF SANTA FE

The New Mexico State Highway Department Standard Specifications, 2000 Edition or most up to date version, shall govern construction of this project except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The New Mexico Standard Specifications for Public Works Construction and 2006 EDITION or most up to date version shall govern construction of manholes and related appurtenances, except where revised or amended by the General Conditions, Special Provisions and Supplemental Technical Specifications.

The most recent version of the City of Santa Fe Wastewater Division Standard Specifications shall govern construction of water utilities and related appurtenances, except where revised or amended by the General Conditions, Special Provisions, and Supplemental Technical Specifications.

If there is a conflict between Standard Specifications and the General Conditions, Special Provisions or Supplemental Technical Specifications, the stricter requirement shall govern.

SPECIAL PROVISIONS

1.01 INSPECTION, TESTING OF MATERIAL AND SUBMITTALS

A**. The contractor shall provide to the owner two (2) sets of submittal sheets for all material and products used in this project**. All Work shall be monitored by the City's Authorized Representative for compliance with all applicable specifications, codes, and standards. The Contractor shall provide access to all facilities for inspection purposes. Contractor shall notify City's Authorized Representative prior to commencing Work, should said Work be performed after normal working hours. Failure of Contractor to provide proper access of inspection of Work or to notify City of Work to be performed after normal working hours may result in said Work being unacceptable to City.

B. Observations, inspections, tests, or approval by the Owner or Owner's representative will be completed as part of verification testing for the benefit of the Owner to ensure that all work is being completed in accordance with the Contract Documents by the Contractor and shall not relieve the Contractor from Contractor's obligation to perform the work in accordance with the requirements of the Contract Documents.

C. See General Conditions and Supplemental Technical Specifications for additional requirements.

2.01 NPDES – CITY OF SANTA FE STORM WATER MANAGEMENT DIVISION

A. All requirements outlined in the Federal Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES), New Mexico Clean Water Act and the City of Santa Fe Storm Water Division shall be strictly adhered to during the course of constructing this project. Exposed areas of disturbance shall be kept to a minimum to perform project construction. **It is not anticipated that this project will be disturbing one (1) acre or more under each Work Order and an NPDES permit is not expected to be necessary**. **Compliance with these NPDES or the City of Santa Fe Storm Water Division requirements shall be incidental to the Work. As such, no separate payment will be made.** The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City.
- Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

This work will include preparing and submitting a storm water pollution prevention plan (SWPPP) as well as the appropriate monitoring, reporting and certification of the approved SWPPP as required by the NPDES permit or The City of Santa Fe Storm Water Division.

3.01 PROTECTION OF WORK AND PROPERTY

A. The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract.

B. The Contractor will bear all costs if any damage occurs due to poor weather, etc., while excavation is open.

C. The Contractor will construct the project without any damage to adjacent property, sidewalks, street, vegetation, etc., unless specifically called out on the drawings to be removed and/or removed and replaced. If damage does occur, Contractor will bear all costs of repair and restoration to its original state.

D. The Contractor will take the necessary precautions to prevent damage to properties adjacent to the Work. The Work will be performed in the vicinity of many historic buildings and features. The use of non-vibratory compaction equipment is required by the City and State near these areas. Compliance with this Section is the Contractor's responsibility and is incidental to the Work as such no separate payment will be made

4.01 PROTECTION OF UTILITIES AND PROPERTY

A. Locations, elevations and dimensions of existing utilities, water line or sewer lines, manholes and associated structures are shown according to the best information available at the time of the preparation of the plans, but do not purport to be absolutely correct and are approximate. The Contractor will be responsible for verifying locations, elevations, and dimensions of all existing utilities which pertain to and affect the construction of this project. **All work associated with verifying location of existing utilities, sewer lines or manholes shall be considered incidental to the work and no additional payment will be made for these activities.**

B. During performance of the Work, Contractor shall protect all utilities and property from damage. All utilities shall be spotted prior to any excavation Work by Contractor. Contractor shall call Bluestake One-Call System @ 811 and request utilities' locations forty-eight (48) hours prior to excavation in strict accordance with Bluestake One-Call System operating procedures. The Contractor will be responsible for locating all utilities Owned by the City of Santa Fe as part of construction activities. **Compliance with this Section is the Contractor's sole responsibility and is incidental to the Work. As such, no separate payment will be made.**

5.01 INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

A. The Contractor shall be required to arrange his construction/work schedule with the intent to minimize the impact on surrounding businesses and residences and to minimize the disruption of City traffic.

B. The Contractor shall notify and obtain City's approval for any connections to existing wastewater facilities or collections system prior to the scheduling of any construction.

C. Any work by the Contractor required outside the normal working hours of 7:00 am to 5:00 pm, Monday through Sunday, to minimize disruption to the City's businesses, residents and vehicular traffic shall be considered incidental to the work and no separate payment will be made.

D. See Supplemental Technical Specifications for additional requirements regarding scheduling of work.

6.01 CONSTRUCTION WATER – NON-POTABLE

A. The City of Santa Fe prohibits the use of potable water (from fire hydrants) for construction purposes. Construction projects are directed to use reclaimed water at the City's fill station. Potable water may be used for purposes of cleaning sewer lines under the provisions of this Section (see 6.02).

B. Fill Station Location: On Paseo Real, (west of SR 599, adjacent to the wastewater treatment plant).

C. Hours of Operations: Monday – Friday, 7 a.m. to 5 p.m. (subject to change); Saturdays 7 am to 3 pm. Closed on official City observed Holidays as listed in the General Conditions.

D. Reclaimed Water Use Rate: $3.37/1,000 gallons (subject to change).

E. Uses Permitted by the NM Environment Department (NMED)/Ground Water Quality Bureau:

1. Construction dust control.

2. Construction compaction+-.

3. Irrigation of landscaping under "restricted access conditions" (e.g., at construction sites and roadway medians).

F. Uses Not Permitted:

1. Water used in a construction "process" (e.g., plastering, making stucco, etc.). Irrigation in residential and commercial settings including City parks, school grounds, etc.

2. Dust control on unpaved residential streets.

3. Street sweeping.

G. Other Provisions:

1. Signage: All haul vehicles must have the following visible on at least three sides—"Caution: Non-Potable Water, Do Not Drink"—and "Peligro: Agua Inbebestible, No Es Para Beber."

2. Water tank must have lid.

3. Vehicle must have 1 ½ cup of bleach per 1000 gallon capacity.

4. Discharge must occur under gravity flow or under low pressure to minimize misting and when public contact is not likely to occur. If misting occurs, the area must be 100 feet from areas accessible to the public.

5. Discharge area must be 300 feet from potable water supply wells.

H. Permitting:

All reclaimed water users must obtain a "Reclaimed Water Use Application and Permit" from the Wastewater Management Division, City of Santa Fe. Compliance with the terms and conditions of reclaimed water use shall be the sole responsibility of the reclaimed water user. Questions should be directed to NMED/Ground Water Quality Bureau, 827-2900.

I. For More Information, Contact: Matilda Shamy, Wastewater Management Division, 955-4651.

J. All costs associated with the use of reclaimed water shall be incidental to the work.

6.02 CONSTRUCTION WATER – POTABLE

A. THIS SECTION 6.02 DOES NOT APPLY FOR THIS BID

For the purpose of sewer line cleaning, potable water obtained from the City of Santa Fe fire hydrants may be used. The Contractor should contact Dora Marquez @ 505-955-4264 to obtain an application and to obtain current rates. A $1200.00 deposit is required that is refundable upon project close-out. The charge for the meter rental is

$195.13 per month. Water use rate is $6.06/1000 gallons (1st 112,000 gal. Sept thru April), $21.72/1000 gallons thereafter 112,000 gal. Sept thru April. $6.06/1000 gallons (1st 160,000 gal. May thru August), $21.72/1000 gallons thereafter 160,000 gal. May thru August. Conservation charge is $1.00/1000 gallons for May thru October. Compliance with the terms and conditions of the potable water use agreement shall be the sole responsibility of the potable water user.

B. **All costs associated with the use of potable water shall be incidental to the work.**

7.01 SUPERINTENDENCE BY CONTRACTOR

At the site of work, the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor.

8.01 CERTIFICATES OF COMPLIANCE

A Certificate of Compliance shall be furnished to the City by the Contractor for all material that has specifications requirements listed in the Contract. Certificate of Compliance shall be signed and notarized by the material Manufacturer stating that the materials supplied for Work under the Contract meet all required specifications.

9.01 CORRECTION OF WORK

Should any of the materials of construction or work fail to meet the City's or City's Authorized Representative's approval they shall be forthwith reconstructed, made good, replaced, and corrected by the Contractor at his own expense.

10.01 GENERAL GUARANTEE

A. The Contractor shall remedy any defects in the work and pay for any damages within a period of one year from date of final acceptance. The Owner will give notice of observed defects with reasonable promptness.

B. Items of warranty shall include, but not limited to spalling, cracking, shrinkage, and failure due to improper compactions. Items of warranty shall also include failures or the need for additional work resulting from the Contractor's application of sewer line replacement, repair, extension or rehabilitation technology.

11.01 PUBLIC RELATIONS

The Contractor shall cooperate with the City or City's Authorized Representative in maintaining a high degree of sensitivity to the needs of property and residence owners along the routes at the various project sites. **The use of door hangers (written in both English and Spanish)** and/or personal visits to each affected residence informing them of the Work at least two days prior to beginning the Work is required. The Contractor shall prepare a brief and concise Fact Sheet of the proposed street closures for submittal to the City's Public Information Officer of the planned construction activities one week in

advance of the construction activity. The Contractor may be required to contact public/private agencies at the direction of the City's Office of Public Affairs. The Contractor shall provide the City's Authorized Representative with a copy of each Fact Sheet that is sent to the City's Office of Public Affairs. **The preparation and delivery of the door hangers, visits, and Fact Sheet will not be a separate pay item but shall be considered incidental to the work in executing the construction contract.**

12.01 TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) % based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City**.

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost of the Flagmen plus ten (10) % based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City**.

G. **All items A through F, Section 12.01 – Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.**

13.01 PERMITS

Contractor shall obtain permits and pay for fees from the City of Santa Fe as outlined below:

A. Right-of-Way Access, Excavation and Restoration Permit

The Contractor shall complete and submit to the City a Right-of-Way Excavation and Restoration Permit. A permit along with a $200.00 fee will be required for each street cut excavated and/or traffic control plan for access to the street right of way. In addition to the Right-of-Way Excavation and Restoration Permit and fee, a New Pavement Penalty of $20.00 per square foot shall be charged for excavation where new pavement (within five years) has recently been placed by the City. This penalty is an addition to the $200.00 permit fee. Reimbursement for permit fee, including new pavement penalty, paid by the Contractor shall be from the lump sum bid allowance as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of street cuts required for determination of permit fees.

B. Permit to Construct Driveway on City Right-of-Way

Contractor shall complete and submit to the City and Application for Permit to Construct Driveway. This permit shall be for all new and reconstructed driveways. A permit along with a $200.00 fee will be required for each new or reconstructed driveway. Reimbursement for the fee paid by the Contractor shall be from the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. Contractor is required to conduct field meeting with the City of Santa Fe Streets Division representative and the City's Project Manager for the purpose of determining the number of driveway permits required for determination of permit fees.

C. Sewer Service Permits and Inspection Fee

Contractor shall obtain, complete, and submit sewer connection permits for those sewer services that are to be reconnected. A $50 fee will be required for each reconnected service. Reimbursement for the fee paid by the Contractor shall be from

the permit fee allowance item as contained in the Bid Proposal. Contractor shall include receipts for all fees paid for reimbursement on a monthly basis. No permit or fee is required for the abandonment of a sewer service.

D. Parking Meter Covers

Contractor shall coordinate with the Parking Division one week in advance for the placement of covers over any parking meters and spaces that will be affected by the work. There is no charge from the Parking Division relating to the covering of meters.

E. Agency and Permits

AGENCY	**PERMIT/LICENSE**
Construction Industries Division –State of New Mexico	Building Permit for City owned property
Federal Aviation Administration or City of Santa Fe Municipal Airport	For any construction equipment that may effect airport operation, e.g. a crane
City of Santa Fe – Land Use	Prairie Dog Clearance
City of Santa Fe – Land Use	Building Permits
City of Santa Fe – Land Use	Dust Control Permit
EPA	NPDES Permit
City of Santa Fe- Wastewater Management Division	Reclaimed Water Permit
City of Santa Fe-Water Division	Water Utility Service

All permit fees referenced in 13.01 Permits shall be reimbursed to the Contractor from the respective permit and inspection fee allowance in the bid submittal. Contractor's time required in obtaining permits is incidental to the work.

14.01 SUBMITTALS

After checking and verifying all field conditions and measurements, Contractor shall submit to the Project Manager or Engineer for review a minimum two (2) copies of all

submittals which shall have been checked by and stamped with the approval of the Contractor. The Contractor shall prepare and complete submittal in a form as approved by the City's Project Manager or Engineer and include it with each submittal. The data shown on the submittals will be complete with respect to dimensions, calculations, design criteria, materials of construction, manufacturer and the like to enable Project Manager or Engineer to review the information as required.

The Contractor shall also submit to the Project Manager or Engineer for review, with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor; identified clearly as to material, manufacturer, and pertinent catalog numbers; and the use for which intended.

At the time of each submission, the Contractor shall in notify the Project Manager or Engineer's attention to any deviations that the submittals may have from the requirements of the Contract Documents.

The Project Manager or Engineer will review with reasonable promptness submittals but his review shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The review of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Project Manager or Engineer and shall return the required number of corrected copies of submittals for review. The Contractor shall direct specific attention in writing or on resubmitted submittals revisions other than the corrections called for by the Project Manager or Engineer on previous submissions. The Contractor's stamp of approval on any submittal or sample shall constitute a representation to the Owner and the Project Manager or Engineer that the Contractor has either determined and verified all quantities, calculations, dimensions, field construction criteria, materials, catalog numbers and similar data or he/she assumes full responsibility for doing so and that he/she has reviewed or coordinated each submittal or sample with the requirements of the Work and the Contract Documents.

Where a submittal is required by the Specifications, no related Work shall be commenced until the submission has been reviewed by the Project Manager or Engineer. A copy of each reviewed submittal and each reviewed sample shall be kept in good order by the Contractor at the site and shall be available to the Project Manager or Engineer.

The Project Manager or Engineer's review of submittals or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Project Manager or Engineer's attention to such deviation at the time of submission and the Project Manager or Engineer has given written approval to the specific deviation, nor shall any review by the Project Manager or Engineer relieve the Contractor from responsibility for errors or omissions in the submittal.

15.01 PROJECT RECORDS

The Contractor shall maintain in a safe place at the project site one (1) record copy of all Specifications, Submittals, Drawings, Addenda, Modifications, TV Video Logs, and Shop Drawings which are currently annotated to show all changes made during the construction process. These documents shall be available to the Project Manager or Engineer for reference during the construction process. These documents shall be delivered in good condition to the Project Manager or Engineer upon completion of the Project. Final contract payment will not be released until these items have been received, inventoried, and reviewed for correctness and completeness by the Project Manager or Engineer. If deficiencies are found in the Project Records submitted, the Contractor will be required to correct such deficiencies and resubmit to the Project Manager or Engineer. All survey information and record information including manhole rim elevations, invert elevations, pipe diameters, and related information shall be shown by the Contractor on the as-builts and provided in electronic format when required by the Contract Documents.

16.01 SEQUENCE OF WORK

A. The sequence of work will be determined with the Contractor after the award of the contract. It is intended that the Contractor and City mutually establish a work sequence that benefits both and uses the expertise of both parties in establishing a work sequence. The Contractor is obligated to work. The City shall have the final approval of the sequence of work without any additional compensation to the Contractor

B. The Contractor shall complete all work in one work area (a work area is defined as the area referenced in an Individual Job Authorization - I.J.A.) or as Owner determines before beginning work in another work area such that the public right-of-way disruption throughout the City is minimized as much as possible. Completion of work shall include the sewer line rehabilitation or replacement, rehabilitation or replacement of manholes, reconnection of all sewer service lines, and the replacement of all curb, gutters, sidewalk, drive pads, and asphalt/concrete pavement.

C. Work on more than one work area at a time will be allowed if authorized in writing by the Owner. Any special schedule requirements for multiple “work area” work will be noted on the written authorization.

17.01 CONSTRUCTION STAGING – STORAGE AREAS

The Contractor may use, with the City’s approval, those areas of City land within the City of Santa Fe Wastewater Treatment Plant or other City properties as a staging-storage area for equipment and materials directly related to performance of this contract. The Contractor is solely responsible for all personnel, equipment and material stored within these areas.

18.01 MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed Unit Item Bid Sheet as set forth in the Bid Proposal and in accordance with the Contract Documents. All items required for this Project shall be considered incidental to the Contract and no additional payment shall be made unless unanticipated conditions are discovered. Whether conditions are unanticipated shall be in the sole discretion of the Owner, in which case a field change order incorporated into the Individual Job Authorization (I.J.A) shall be prepared for review and approval by the Owner and/or Owner's Representative prior to commencing any work. The Contractor shall not be paid for performing any work not specifically required by the Contract or written field change orders approved by the Owner and/or Owner's Representative. The cost of performing work must be agreed upon by both parties to the Contract, unless a written notice to proceed is used by the Owner prior to initiation of the construction on changed work.

A. TRAFFIC CONTROL AND BARRICADING
Measurement will be based on the percentage complete for each bid item where Traffic Control is required.

WORK DESCRIPTION WITH MEASUREMENT AND PAYMENT FOR Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement Bid 21/46/B

1. DESCRIPTION

1.1 The work under this contract is located in the City of Santa Fe at various sites throughout the City. The scope of work consists of furnishing all mobilization, labor, material, equipment and services, unless otherwise specified, for on-call emergency service and for routine work for the City of Santa Fe Sanitary Sewer Treatment Facility and Sanitary Sewer Collection System and appurtenances. Work to include repair, replacement, extension and rehabilitation of the sewer collection system to include trenching, excavation, backfill and compaction at excavation site, cleaning of loose debris, soil density testing, and any other incidental items necessary for the safety, health and welfare of the general public and to complete Work authorized under a Work Order and in accordance with the drawings, specifications, and other Contract Documents.

1.2 Work will take place on city streets and sewer easements in various locations throughout the City or within the Wastewater Facility. The above is only a general description and is not intended to describe project completely.

1.3 Work performed under this Contract shall be authorized in writing by an Individual Job Authorization (I.J.A.) signed by one of the following authorized representatives (hereafter "Authorizing Representative"): Wastewater Division Collection Manager/Supervisor,

Wastewater Division Project Engineer or Wastewater Division Director based on the bid prices submitted on the Unit Item Bid Sheets by the Contractor to the City of Santa Fe. Contractor shall not honor any I.J.A. signed by other than the City of Santa Fe's Authorizing Representative. Each I.J.A. shall set forth (a) the I.J.A. which shall define the Scope of Work to be performed, (b) the period of performance, (c) other data as necessary. Contractor shall, upon acceptance of the I.J.A., provide all supervision, labor, supplies, materials, and facilities including all vehicles and transportation, except as may be provided by the City of Santa Fe, for the performance of the Work authorized herein. Verbal authorizations may be given by the City of Santa Fe in emergency situations, but shall be confirmed in writing by the City of Santa Fe within five (5) days of the verbal authorization to Contractor.

2. EMERGENCY REPAIRS

An Authorized City Representative will notify contractor of an emergency. A City representative will brief the Contractor, at the job site or at the Wastewater Facility, prior to beginning emergency work. The Contractor shall provide supervision at the emergency location within two (2) hours after contact by the city, and labor and equipment to get underway with the work within six (6) hours of being contacted or as agreed by an Authorized City of Santa Fe representative. There is no additional compensation for emergency repairs.

3. COMPENSATION

3.1 Upon completion and acceptance of all work per Work Order the amount due to the Contractor under this Work shall be paid on a monthly basis upon the presentation of a properly executed invoice and after Contractor shall have furnished to the City of Santa Fe with a release of all claims against City of Santa Fe arising by virtue of this bid, other than claims in stated amounts as may be specifically excepted by Contractor from the operation of the release.

4. CHANGES—WORK ORDERS (WO)

4.1 The City of Santa Fe may at any time, by a written Work Order, and without notice to sureties, if any, make changes in an issued Work Order in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipment or packing: (iii) place of delivery; (iv) the amount of city-furnished property and (v) Work Orders not specifically covered in the Unit Bid items or a bid item that is necessary and within the scope of work for the repair, replacement, maintenance, operation or extension of the sanitary sewer treatment plant and collection system and appurtenances. If any such change requires the inclusion of a rate of any additional category of labor or unit bid item, or an increase or decrease in any hourly rate, or in the ceiling price provided for in a Work Order., whether changed or not changed by any such order, or otherwise affects any other provision of an Work Order an equitable adjustment shall be made in the (i) ceiling price, (ii) hourly rates, (iii) delivery schedule, (iv) unit bid rates (v) additional unit bid rates and (vi) in such other provisions of the Work Order as may be so affected, and the Work Order shall be modified

in writing (30) days from the date of receipt by Contractor of the notification of change; provided, however, that if city decides that the facts justify such action, it may receive and act upon such claim asserted at any time prior to final payment under a Work Order

5. MISCELLANEOUS PROVISIONS

5.1 The City will require that any sub-contractor performing work in connection with the work for which Contractor is providing, hold harmless, indemnify and defend city, and each of their directors, officers, agents and employees from any and all liability, claims, losses, damages and costs, including attorneys' fees, arising out of or alleged to arise form the sub-contractor's performance of the work described in the construction contract documents.

5.2 The City will require the sub-contractor to provide workers' compensation and commercial general liability insurance, including completed operations and contractual liability, with the latter coverage sufficient to insure the sub-contractor's indemnity, as above required; and such insurance shall include city, Contractor, their consultants, and each of their directors, officers, agents and employees as additional insurers.

5.3 The insurance afforded to these additional insurers shall be primary insurance. If the additional insurers have other insurance that might be applicable to any loss, the amount of the insurance provided under this article shall not be reduced or prorated by the existence of such other insurance.

5.4 The City agrees that in accordance with generally accepted construction practices, the Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the work, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours.

5.5 In the performance of its work, Contractor will use that degree of care and skill ordinarily exercised under similar conditions in similar localities and no other warranties, express or implied, are made or intended in any of Contractor' proposals, contracts or reports.

6. SPECIAL CONSTRUCTION CONDITIONS

6.1 The Contractor shall begin work within a period of ten (10) calendar days from and after the date of receiving valid Work Order from the City authorizing the Contractor to commence construction on the project and to diligently carry each and every Work Order assignment through to satisfactory completion in strict accordance with these specifications. Each Work Order shall specify a completion date as agreed upon by the Contractor and the city's authorized representative. Contractor shall submit a progress report once each calendar month on the status of all out-standing Work Order Contractor's report shall include the following items:

1. Contract Number or Name, Work Order Number and Name (if applicable)
2. Short title.

3. Date Work Order issued to Contractor.
4. Scheduled acceptance.
5. Percent (%) completed.
6. Actual acceptance date.
7. If construction exceeds time limit set or requires re-scheduling, Contractor's reasons shall be indicated.

For sewer lines greater in diameter than 10 inches, Contractor shall confirm that the pipe has been ordered within seven (7) days of the issuance of the Work Order. Construction of these lines shall start within seven (7) days of the receipt of the material or as mutually agreed by the City and Contractor.

6.2 The CIP No. 962 Project consists of the summation of all of the Work Orders issued in accordance with the project. Actual work depends on owners, City and others, for new sewer lines and for collection system and treatment plant repair, replacement, operation or extension needs. **The attached estimated quantities in the Unit Bid are not guaranteed as final, nor is the Work amount selected by the City for the purpose of determining the low bidder guaranteed as the final Contract amount.**

6.3 The attached fixed unit bid item price schedule shall apply to the work for this project CIP No. 962 as set forth in the fixed unit bid sheet, the construction drawings and the Work Orders issued. Work may be in any location or locations within or near the City of Santa Fe, dependent upon the demands placed upon the City. Work Orders shall be made up of any combination of bid items required and shall be issued at any time during the term of the project**. Contractor is advised that some bid items include City supplied material. Contractor is responsible for pick-up and delivery of City supplied material to the job site with no additional compensation.**

6.4 In the preparation and issuance of Work Orderss, any or all of the unit bid items in this project may be combined or used interchangeably with any of the other unit bid items.

7. REFERENCED CONSTRUCTION SPECIFICATIONS AND CONSTRUCTION DRAWINGS.

The following specifications and drawings shall be included as a part of reference:

7.1 American Water Works Standard Specifications (AWW Specifications) or latest published revision.

7.2 New Mexico Standard Specifications for Public Works Construction, 2006 Edition (APWA Specifications) or latest published revision.

7.3 New Mexico State Highway Department Standard Specifications (NMSHD Specifications - 2000) or latest published revision.

7.4 Current City of Santa Fe Sanitary Sewer Standard Construction Details or as modified or provided by the Wastewater Division Project Manager.

7.5 Drawings as issued with each I.J.A. as referenced in the I.J.A..

8. ACCESS TO INSPECTION

All work shall be monitored by city's authorized representative for compliance with all applicable specification, codes and standards. The Contractor shall provide access to all sewer system facilities for inspection purposes and notify city's authorized representative prior to commencing work, should said work be performed after normal working hours. Failure of Contractor to provide proper access for inspection of work or to notify City of Santa Fe work to be performed after normal working hours may result in said work being unacceptable to the city. The authorized representative shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and record.

9. INTERFERENCE WITH SERVICE AND SCHEDULE OF WORK

9.1 Contractor shall be required to arrange his construction schedule with the intent of maintaining continuous service to sewer users to the fullest extent possible from existing facilities. Should a conflict between the contract work and service occur, Contractor shall, as directed by the city's authorized representative, discontinue the work.

9.2 Contractor shall obtain city's approval for any sewer by-pass and connections to existing mains prior to the scheduling of any construction.

9.3 Contractor, **without additional compensation, may be required to do work outside of normal working hours,** if city's authorized representative determines it is necessary for the convenience of the general public. In the case where Contractor is required to perform any wet connections where notification of discontinued usage will be made, Contractor shall notify each household, office, or any sewer user that a discontinue usage may be made, giving full details. Also, Contractor and city's authorized representative shall determine when discontinued use will be made so that a notice, as agreed to the parties, may be place in the local newspaper. These actions shall be taken to give the sewer users ample time to arrange for a temporary supply of water.

10. CONSTRUCTION WATER

Contractor will provide water for compaction. For work done under this Contract, water for compaction will be furnished by the Contractor using effluent obtained from the Wastewater Treatment Plant. The Contractor is to provide the equipment necessary to transport the effluent from the Plant to the job site. All equipment used for transport is subject to inspection and approval by the Wastewater Management Division.

11. BARRICADES AND SIGNS

Contractor shall provide warning signs and barricades to safely mark any hazards or detours caused by the work. All such warning signs and barricades for work in, or affecting city streets, access roads, and state highways shall meet all applicable requirements as stipulated in the latest edition of the Manual for Uniform Traffic Control Devices (MUTCD) published by the U.S. Department of Transportation and as approved by the City of Santa Fe Public Works Department.

12. PROTECTION OF UTILITIES AND PROPERTY

During performance of the work, Contractor shall protect all utilities and property from damage. Contractor shall spot all utilities prior to any excavation work. Contractor shall call Blue Stake One Call System, and request utility locations as soon as possible for emergency repairs and within forty-eight (48) hours for non-emergency work prior to excavation in strict accordance with Blue Stake One Call System operation procedures.

13. TRAFFIC CONTROL

13.1 Contractor shall maintain traffic flow(s) and accessibility to private property(s) as close to normal condition as possible. Contractor shall notify residents, city and state officials, as appropriate, of any driveway or road closure.

13.2 The contractor shall abide with the New Mexico State Highway and Transportation Department's Standard Specifications for Road and Bridge Construction, 2000 Edition and as amended and shall also abide with the Manual on Uniform Traffic Control Devices, 2000 Edition Part VI and as amended. Contractor shall also provide sufficient flag persons to assist with traffic control during operation.

13.3 **Traffic control is paid on a per work zone per day basis** and typically includes all work within the street from intersection to intersection (i.e. there may be two manholes being raised on same section of street) or within the total work area or work zone. **Traffic control will only be paid for consecutive days worked unless additional days are agreed to by the City and Contractor.**

14. WORK IN STREET RIGHT-OF-WAY

14.1 All of contractor's construction work in street right-of-ways shall be done in strict accordance with the applicable controlling public agency's construction specifications, rules, and regulations.

14.2 Contractor shall coordinate with the proper public officials and receive approval from said officials prior to any street closings or detouring required due to the work to be performed.

Contractor shall protect existing vegetation from removal or damage wherever possible. Contractor shall confine construction work to specified construction limits as shown on the drawings or defined in the specifications. Should Contractor damage or remove any vegetation outside the construction limits, Contractor shall restore the affected area to its original state at no expense to the city.

15. CLEAN -UP

After all work under each task phase of the work is completed, the Contractor shall remove all loose debris and other materials not incorporated in the work from the site of the work. Any clean up or restoration to private property will be the responsibility of the Contractor.

16. PUBLIC RELATIONS

The Contractor shall cooperate with the City in maintaining a high degree of sensitivity to the needs of property and business owners along the project route. Contractor to distribute written public work notices to businesses and residences when required by the City.

17. TESTING

A testing lab shall do testing for soil compaction density requirements, proctor analysis, and any other material testing with all material testing to be certified by professional engineer registered in the State of New Mexico. Test locations and intervals shall be at the direction of the city, and shall be Contractor's responsibility to also comply with all testing necessary for all work done in public right-of-way per the controlling agency's requirements. A copy of all testing shall be mailed from the testing lab directly to city. **The direct cost of testing shall be reimbursed to the Contractor with the submittal of an approved invoice.**

18. WORK IN SANTA FE SOUTHERN RAILWAY INC. RIGHT-OF-WAY

18.1 Construction Work within the railroad right-of-way shall be done in strict accordance with applicable railway standards and directions.

18.2 At least a 48-hour notice to the Railway Company in advance of construction is required. The notice shall be given to the Santa Fe Southern Railway Inc. representative located at 430 W Manhattan Ave A, Santa Fe, NM 87501

18.3 An executed copy of the pipeline license agreement will be given to the contractor. Contractor shall have the license in its possession of the railroad-crossing site during any construction work within the railway right-of-way.

19. WORK IN NEW MEXICO STATE HIGHWAY DEPARTMENT (NMSHD) RIGHT-OF-WAY

All construction work in NMSHD right-of-way shall be done in strict accordance with applicable NMSHD requirements as specified in "Regulations, Policy, and Procedure Governing Occupancy of State Highway System Right-of-Way Public Utility Facilities. "Traffic signs, warnings, and barricades, shall be provided by Contractor and shall conform to NMSHD requirements. Work within NMSHD construction projects shall meet all applicable project specifications and requirements. Contractor shall be responsible for obtaining necessary permits for work conducted on state highways. The City in agreement with the Contractor may incur additional costs associated with construction work done on state highways resulting from street cut permits, traffic control plans, or asphalt paving requirements.

20. CERTIFICATE OF COMPLIANCE

Contractor shall furnish a Certificate of Compliance to City for all material that has specifications requirements listed in the bid. Certificate of Compliance shall be signed and notarized by the material manufacturer stating that the material supplied for Work under the Contract meets all required specifications.

21. MEASUREMENT AND PAYMENT

Payment will be rendered based on the fixed unit price for each item as set forth in the Unit Item Bid Sheet. Such payment shall be full compensation for furnishing all mobilization, labor, materials, tools, equipment, removal and disposal, permit fees, and all incidental items required to complete the work in strict accordance with the bid documents and issued I.J.As. The following defined measurements or specifications shall be used for the determination of payment to Contractor.

CONCRETE:
All concrete to be a minimum 3000 psi design mix.

POINT REPAIR -SEWER MAIN:
Point repairs are utilized to replace a section of sewer pipe, up to 10' maximum, to correct localized pipe defects or retrieve sewer maintenance equipment, etc. Payment for a sewer line point repair shall be based upon the pipe size and depth increment (0'-6' 6'-10', 10'-16') as shown in the respective bid items. Payment shall include all mobilization, labor, equipment, sewer pipe (SDR35 PVC) and materials for the excavation down to the pipe, backfill, compaction, removal and disposal of the existing pipe, removal and disposal of the existing asphalt or concrete pavement, installation of up to 10 linear feet of new pipe including any couplings or fittings and pipe bedding material (minimum of 6 inches compacted base course under pipe), and other appurtenances to make the connection, soil and asphalt density testing as required by the City,. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

REMOVE AND REPLACE EXISTING PIPE – OPEN TRENCH:

Open trench pipe replacement shall be utilized for pipe replacement between manholes and in lengths typically greater than 20 feet. Payment shall be made at the fixed unit price per lineal foot of pipe installed per depth increments (0'-6' 6'-10', 10'-16') at a location prescribed per Work Order. Measurement shall be along the new pipe installed from center of fitting to center of fitting. Work includes trench excavation, removal and disposal of existing sewer pipe, backfilling, compaction, pipe bedding material, placement of contractor supplied pipe (SEPARATE BID ITEM). Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).**

SEWER SERVICE RECONNECTION AS PART OF A POINT REPAIR OR OPEN TRENCH PROJECT :

Sewer service reconnections to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line pipe replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for a point repair of the sewer line. **The service connection is to be done by the contractor within the excavated trench area necessary for the point repair or open trench work; as such, no additional payment for asphalt removal and replacement will be made under this bid item.** The fixed price for service connections shall include all items associated with the making of a service connection to existing or new sewer lines, including mobilization, excavation, backfill and compaction, saddles and straps, couplings and non-shear couplings and pipe. The fixed unit price shall include payment for the disposal of wastewater, location of utilities to be connected, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer pipe to make the service connection. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

PIPE DISPLACEMENT (BURSTING - 6" THRU 10" PIPE DIAMETER)

Pipe bursting of existing sewer lines shall be determined per inch per pipe diameter of replacement pipe for pipe bursting services. The unit price per inch per diameter of

replacement pipe shall be valid for a 6" through 10" diameter pipe range. Pipe bursting services for pipe diameters larger than 10" will be determined and negotiated on an as needed basis. Contractor can anticipate pipe bursting lengths 200 feet or greater. Work associated with pipe bursting services shall include any other incidental items including mobilization and all materials, labor, equipment, cost of insertion, jacking or recovery pits, machine pits, by-pass pumping, testing, and incidentals required to complete the replacement process. **(Traffic Control, asphalt removal and replacement and sewer services Not Included in this item).** Any pipe damage incurred to existing sewer by the Contractor not associated with pipe bursting shall be replaced with new pipe at the Contractor's expense. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted.

PART 1 - GENERAL

1.01 DESCRIPTION

This section addresses the procedures to be employed for replacing the existing sewer pipes with new polyethylene pipe. In general, any appurtenant work not specifically designated herein shall conform to 2006 New Mexico Standard Specifications for Public Works Construction (APWA).

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1.02 QUALIFICATIONS

A. The Contractor/Subcontractor shall be trained by the Manufacturer of the pipe bursting equipment in the use of the pipe bursting equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

B. The Contractor/Subcontractor shall be trained by the Manufacturer of the polyethylene pipe butt-fusion equipment in the use of the fusion equipment. The Contractor may be required to provide certification from the Manufacturer that the Contractor has been trained and is proficient in the use of the equipment. Only the Contractor's employees trained and certified by the Manufacturer shall be allowed to operate the equipment during the project.

1.03 SUBMITTALS

A. Submit Manufacturer's specific technical data with complete information on physical properties of pipe and pipe dimensions pertinent to this job. A certificate of "Compliance with Specification" shall be furnished for all materials to be supplied.

B. Complete calculations including lists of parameters, all formulas, and all other data which are necessary for the design of the new pipe and the axial resistance for the design of the manhole anchorage system including the required number of electofused restraint saddles.

C. Detail drawings and written descriptions of the entire construction procedure to install pipe, by-pass sewage flow and sewer service reconnections.

D. Certification of workers' proficiency for the pipe fusion for polyethylene pipe and pipe bursting equipment and procedures for both types of pipe.

E. SDR rating calculation for the new polyethylene pipe to be installed.
Pipe Dimension Ratios: The minimum wall thickness of the polyethylene pipe will meet the following, as based on the deepest portion of a particular pipe pull, typically between manholes:

Depth of Cover (Feet)	**Minimum SDR of Pipe**
0 - 16.0	**17**
>16.1	**TO BE DETERMINED**

1.04 LICENSE AGREEMENTS

When requested by the City, the Contractor shall submit evidence acceptable to the City, such as a certified copy of a license or agreement that it has the authority from the Patent Owner to use and/or install patented equipment and materials. The Contractor agrees to defend, indemnify, and hold harmless the City and the Project Manager or Engineer against all claims, suits, and actions brought because of any person or property arising out of patent infringement by the Contractor or the Contractor's employees, agents, suppliers, or any tier of subcontractor involved in the work.

1.05 MEASUREMENT AND PAYMENT

A. Payment for the work in this section will be based on the unit price per linear foot for each size of existing pipe burst to each new size pipe as measured for the actual footage of new pipe installed in the field. New pipe shall be measured between the centerlines of the manholes.

B. The unit price bid for replacing the sewer pipes by pipe bursting shall be full compensation for all mobilization, materials, labor, equipment, cost of insertion jacking or recovery pits, machine pits, surface restoration at the pits, by-pass pumping, testing, and incidentals required to complete the replacement process. Connection of new sewer line to existing manhole is considered incidental to the pipe bursting cost as such no separate payment will be made.

C. The cost for traffic control and reconnecting service lines shall be paid in accordance with the bid items established in the Bid Proposal. **Pre and post Video Inspection will be provided by the City of Santa Fe. Traffic control, not covered by bid items, for major street closures and detours will be negotiated**

PART 2 - MATERIALS

2.01 POLYETHYLENE PIPE (HDPE)

A. MATERIAL

1) The pipe material shall be manufactured from a high density high molecular weight polyethylene compound which conforms to ASTM F-714, and ASTM D-1248 and meets the requirements for Type III, Class C, Grade P-34, Category 5, and has a PPI rating of PE 3408. Inside color shall be white or an alternative light color suitable for illumination during television inspection. Outside color may be different provided the pipe is a homogeneous material and all colors are integral to the HDPE material (not painted or coated). Contractor shall follow the written recommendations of the pipe Manufacturer regarding installation and storage, including protecting the pipe from damage from ultra-violet light. As a minimum, pipe shall be completely covered in its stored location until ready for splicing and installation.

2) The pipe produced from this resin shall have a minimum cell classification of 345434C under ASTM D3350. The Project Manager or Engineer at no extra cost to the City may also accept a higher numbered cell classification limit that gives a desirable higher primary property, per ASTM D3350. The value for the Hydrostatic Design Basis shall not be less than 1600 psi (11.03 MPa) per ASTM D-2837.

B. DIMENSIONS

1) Dimensions and workmanship shall be in accordance with ASTM F714 and ASTM D2122

2) The minimum internal diameter of the new sewer pipe shall be as approved by the City's Project Manager. The Contractor shall submit the manufactures specifications for approval by the City's Project Manager prior to installation

3) The physical appearance of deformities such as concentrated ridges, discoloration, excessive spot roughness, pitting, varying wall thickness, etc. shall constitute sufficient basis for rejection. The pipe shall be homogeneous throughout, free from visible cracks, foreign inclusions, and any other defects. Pipe with gashes, nicks, abrasions, or any such physical damage that may have occurred during storage and/or handling, which are larger/deeper than 10% of the wall thickness shall not be used and must be removed from the construction site.

C. PIPE JOINTING

1) Sections of polyethylene pipe shall be assembled and joined on the job site above ground. Jointing shall be accomplished by the heating and butt-fusion method in strict conformance with the Manufacturer's printed instructions.

2) The butt-fusion method for pipe jointing shall be carried out in the field by operators with prior experience in fusing polyethylene pipe with similar equipment using proper jigs and tools per standard procedures outlined by the pipe manufacturer. These joints shall have a smooth, uniform, double rolled-back bead made while applying the proper melt, pressure, and alignment. It shall be the sole responsibility of the Contractor to provide an acceptable butt-fusion joint. All joints shall be inspected by the Project Manager or Engineer before insertion.

3) All new polyethylene pipes shall be laid along streets, not across streets, so as not to block traffic. If the pipe laid along one street would block traffic on a cross street, then Contractor shall lay the pipe around corners or provide a ramp/bridge to allow traffic to safely cross the pipe with no damage to the pipe. Private property, including landscaping, shall be protected during pipe bursting operations including the preparation and layout of the pipe.

D. MANHOLE ANCHORAGE

1) Each end of the HDPE pipe at the connection with a manhole will be anchored with an electrofusion restraint saddle. A minimum of two (2) saddles will be required on each end to prevent the movement of the HDPE pipe due to creep caused by thermal variations.

2) Electrofusion restraint saddles shall be as manufactured by Central Plastics, or approved equal.

3.03 PIPE INSTALLATION

A. If determined by the Contractor that pipe bursting is not an appropriate rehabilitation method for a specific reach of pipe due to the possibility of damage to the adjacent structures, pavement, and/or underground utilities, the Contractor shall suggest another trenchless pipe rehabilitation method and obtain approval of that method from the City.

B. The pipe bursting tool shall be designed and manufactured to force its way through existing pipe materials by fragmenting the pipe and compressing the old pipe section into the surrounding soils as it progresses. The bursting unit shall generate sufficient force to burst and compact the existing pipeline.

C. Equipment used to perform the work shall be located away from buildings so as not to create noise or vibration impact. Provide a silent engine compartment with the winch to reduce machine noise as required meeting local requirements.

D. The Contractor shall install all pulleys, rollers, bumpers, alignment control devices and other equipment required to protect existing manholes, and to protect the pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. Under no circumstances will the pipe be stressed beyond its elastic limit.

E. The installed pipe shall be allowed the manufacturer's recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service liens, sealing of the annulus or backfilling of the insertion pit. Sufficient excess length of new pipe, but not less than four (4) inches, shall be allowed to protrude into the manhole to provide for contraction.

F. Following the relaxation period, the void between new pipe and manhole wall shall be sealed. Sealing shall be made with material approved by the City's Project Manager and/or representative and shall extend a minimum of eight (8) inches into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

SEWER SERVICE RECONNECTION AS PART OF A PIPE BURSTING PROJECT:

Sewer services to include removal and replacement of the existing service line, new saddle and installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line replacement. The sewer service reconnection shall be an additional bid item when encountered in the work necessary for pipe bursting of the sewer line. The fixed price for service connections shall include all items associated with the making of a service connection to new sewer lines, including mobilization, excavation, backfill and compaction, **asphalt removal and replacement with 4 (four) inches asphalt and 6 inches base course,** Geneco saddles and straps or Inserta Tee service connections as approved by the Project Manager, installation of up to 5 (five) feet minimum of 4 (four) inch or 6 (six) inch diameter PVC service line, couplings and/or non-shear couplings. The fixed unit price shall include payment for the disposal of wastewater, location of utilities, cutting into existing lines or new lines, and any necessary removal and reinstallation of existing sewer service pipe to make the service connection. The units for measurement and payment for sewer service reconnections are for depths from 0 to 6 foot in depth,

greater than 6 foot to 10 foot in depth and greater than 10 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 6 foot to 10 foot in depth bid item. The notification of customers of the interruption of services, and any other construction costs shall be included for payment in the unit bid price of a service connection. When such service connections and their excavations are made, Contractor shall provide all necessary precautions so that no damage shall be done to the sewer system, employees, or any other property or persons. The City will assist the Contractor by providing City equipment and personnel as may be available, (i.e. Vactors, Rodders, By-Pass Pumps) when needed. The City shall have the final determination when the use of City equipment and personnel are warranted No separate payment will be made for the proper disposing of surplus excavations or the disposing of wastewater, so that no inconvenience will be caused in the street or the adjoining properties. The cost thereof shall be included in the various fixed unit prices. Surplus excavations shall be disposed of as soon as possible in an approved place.

ROCK EXCAVATION:
Rock Excavation as defined in Section 550.021, APWA, will be measured by the cubic yard of rock in its original position within the trench width limits as specified in Section 550.05, APWA. Work shall include excavation, removal, and disposal of rock. This measurement of rock excavation shall be in addition to the measurement for trenching, back filling, and compaction. No measurement shall be made for rock excavation outside the specified trench width limits.

SELECT FILL:
Select fill shall be paid by the cubic yard delivered to site. The type of select fill material shall be approved by the City prior to delivery.

MANHOLE CLEANING: shall include primarily removal of debris and roots from the manhole interior wall and base, compliance with confined space requirements and all other incidental items including disposal.

MANHOLE SEWER SERVICE CONNECTION: Payment for new 4 inch or 6 inch sewer service connection to a manhole shall be made at the fixed unit price per each. Each new sewer service connection to the manhole shall be core drilled and sealed. The new connection shall be made at the top of or slightly below the top of the existing shelf in the manhole. The units for measurement and payment for sewer service connections to a manhole are for depths from 0 to 8 foot in depth and greater than 8 foot in depth per each additional vertical foot. The additional vertical foot payment will be in addition to the payment for the 0 to 8 foot in depth bid item.

MANHOLE(s):
Payment for new manholes/replacement manholes shall be made at the fixed unit price per each manhole, complete in place. Work shall include removing existing concrete collar and barrel sections when needed. Work shall include mobilization, setting manhole to grade, new concrete collar and base, steps and all other incidental items. **Contractor will be**

provided with City furnished concrete barrels, cones, doughnuts and manhole frames and covers. Contractor to reuse manhole barrels and frame and covers when possible. **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Contractor to verify asphalt removal and replacement amounts with City authorized representative prior to starting work.

MANHOLE ADJUSTMENTS:

Payment for manhole adjustments will be made at the fixed unit price per each manhole adjusted to grade. Work shall include mobilization, all necessary excavation, backfill and compaction, removal of existing concrete collar, installation of new concrete collar, cleaning of material from inside of manhole to ensure unit is clear, and any other incidental work including removal and disposal of debris . **Work does not include asphalt removal and replacement.** Asphalt removal and replacement is a separate bid item. Separate unit bids items based upon depth are to be made on manhole adjustments requiring work on the existing frame and cover and adjustment rings involving depths from the existing finish grade/manhole rim to 24 inches deep and for adjustments involving depths from the existing finish grade/manhole rim to depths **greater than 24 inches** and involve the adjustment, removal or addition of a manhole barrel section. **The Contractor will be provided with City supplied manhole frames and covers (when required), adjustment rings, donuts and barrels. The Contractor can anticipate a minimum number of three (3) manhole adjustments per Work Order except in an emergency.** The Contractor shall coordinate final grade adjustment of manhole(s) with the City and the paving contractor prior to the Work Order final inspection. The Contractor shall complete adjustment of manhole to final grade no later than thirty (30) days after the Work Order start date. **The contractor will reuse existing manhole frames and covers where possible.** The contractor will save and transport to the Siler Yard site for use by the City any existing manhole frames and covers replaced in the field. **Bid prices will be for manholes and concrete collars installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications or as directed by the City's authorized Project Manager.**

CONCRETE COLLAR(s):

Unit bid item is for installing a concrete collar in a dirt road or cross country easement area for an existing manhole **where no concrete collar exists.** Payment for concrete collars shall be made at the fixed unit price per each collar complete in place. Work shall include removal and disposal of debris, all necessary excavation, backfill and compaction. Bid price will be for a concrete collar installed as per the City of Santa Fe Standard Sewer Construction Drawings and Specifications.

MH REHABILITATION:

DESCRIPTION

This specification shall govern all work, materials, and equipment required for new manhole lining or manhole rehabilitation for the purpose of eliminating infiltration, providing corrosion protection, repair of voids, and restoration of the structural integrity

of the manhole as a result of applying a monolithic fiber-reinforced cementitious liner to the wall and bench surfaces of brick, concrete, or any other construction material. In addition this specification will cover the construction of a new Portland cement concrete manhole floor in existing manholes without floors or floors with severe structural damage.

Procedures for MH preparation, cleaning, application and testing are described. The applicator, or approved and trained by the manufacturer, shall furnish all labor, equipment and materials for applying a cementitious mix to form a monolithic liner of minimum 1/2-inch thickness using a machine specifically designed for the application. All aspects of the installation shall be in accordance with the manufacturer's recommendations and with the following specifications that include:

The elimination of active infiltration prior to making the application.
Repair and sealing of the invert and benches.

The removal of any loose and unsound material, including roots, rocks and/or debris
The spray application of a cementitious mix to form a monolithic liner.

SUBMITTALS:
The Contractor shall submit the proposed patch mix, infiltration control (if required), grouting mix and liner mix with all performance data which are to meet the requirements in Part 2 of this section.

MEASUREMENT AND PAYMENT
Measurement will be made by the *vertical foot* for each existing manhole wall rehabilitated, *each* for manhole floor built in an existing manhole, and *each* for existing floor rehabilitated. Payment for the above mentioned work will be made at the unit price as set forth in the Unit Bid Proposal. The Contractor is responsible for furnishing all traffic control, labor, materials, equipment, by-pass pumping, and incidentals necessary to rehabilitate the manhole wall, floor, or build a manhole floor.

MATERIALS
PATCHING MIX—Strong-Seal QSR or equivalent as approved by the City's Project Manger shall be used as a patching mix, shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

A.	Comprehensive Strength (ASTM C-109)	15 min. 200 psi .6 hrs. 1400 psi
B.	Shrinkage (ASTM C-596)	0% at 90% R.H.
C.	Bond (ASTM C-321)	28 days, 145 psi
D.	Cement	Calcium Aluminate
E.	Density, when applied	105 plus or minus pcf

INFILTRATION CONTROL

Strong Plug or equivalent shall be used to stop minor water infiltration and shall be applied according to manufacturer's recommendations and shall have the following minimum requirements:

A.	Compressive Strength (ASTM C-109)	400-600 psi, 1hr. 1800-2400 psi, 24 hrs.
B.	Bond (ASTM C-321)	30 psi, 1hr. 80 psi, 24hrs.

GROUTING MIX

Strong-Seal Grout or equivalent as approved by the City's Project Manger shall be used for stopping very active infiltration and filling voids according to manufacturer's recommendations. The Grout shall be volume stable, and have a minimum 28 day compressive strength of 250 psi and a 1 day strength of 50 psi.

LINER MIX

Strong-Seal MS-2 or equivalent as approved by the City's Project Manger shall be used to form the monolithic liner covering all interior manhole surfaces and shall have the following minimum requirements at 28 days:

A.	Comprehensive Strength (ASTM C-109)	8000 psi, 28 day
B.	Tensile Strength (ASTM C-496)	800 psi, 28 day
C	Flexural Strength (ASTM C-293)	1200 psi, 28 day
D.	Shrinkage (ASTM C-596)	0% at 90% R.H.
E.	Bond (ASTM C-882 or C-952)	1500 psi

Strong-Seal MS-2C shall be used with the above mixes without prior approval or recommendations from the manufacturer.

OTHER MATERIALS

No other materials shall be used with the above mixes without prior approval or recommendations from the manufacturer and City's Project Manager.

EXECUTION

BUILD NEW MANHOLE FLOOR

On 4' diameter manholes where the existing floor is not made of concrete or has severe structural damage and requires a new concrete floor to be built, the Work will require that existing unsuitable materials be removed and disposed without excavating the exterior of the manhole. This includes any debris, roots, rubble, and saturated soils. The existing sewer lines and manhole blocks, bricks, and risers shall be supported to prevent settling or movement during the Work. Stainless steel threaded rod, approximately 6 inches long

and 3/8-inch diameter, on 12-inch centers, will be drilled and epoxy glued into the manhole wall such that when the new Portland Cement Concrete base is poured that the rod is embedded at least 3 inches into the new concrete. Portland Cement Concrete shall be 4000 psi minimum. **Alternate base designs must have prior City approval by an authorized City representative**. The new concrete floor shall be shaped with the appropriate shelves, benches, and inverts similar to a new manhole. The minimum base thickness shall be 8" not including benches or shelves and shall include rebar in the concrete base.

REHABILITATE MANHOLE FLOOR AND/OR WALL

PREPARATION--Place covers over invert to prevent extraneous material from entering the sewer lines. All foreign material shall be removed from the manhole wall and bench using a high-pressure water spray (minimum 1200-psi). Loose and protruding brick, mortar, and concrete shall be removed using a mason's hammer and chisel and/or scraper. Large voids shall be filled with quick setting patching mix.

MIXING-- The material shall be mixed at such that the nozzle can spray in a continuous manner without interruption until each application is complete.

SPRAYING—Prior to spraying, the surface shall be damp without noticeable free water droplets or running water. Materials shall be applied by spraying a minimum uniform thickness to insure that all cracks, crevices, and voids are filled and a smooth surface remains after light trowel work. The trowel work shall compact the material into voids and set the bond.

The second application of material shall not begin before the first application has achieved an initial set (disappearance of surface sheen that could be 15 minutes to 1 hour depending upon ambient conditions). The minimum total finished thickness shall not be less than 1/2 inch. The second application trowel work shall be a smooth finish being careful not to over trowel and bring additional water to the surface thereby weakening it. Material shall not be applied to frozen surfaces or if freezing is expected to occur within the manhole for 24 hours after application. If ambient temperatures are in excess of 95 degrees F, precautions shall be taken to keep the mix temperature at time of application below 90 degrees F. If necessary, use ice or chilled water during mix.
Ambient manhole conditions are adequate for curing so long as the manhole is covered. It is imperative that the manhole be covered as soon as possible after the application has been completed.
The final application shall have a minimum of four (4) hours cure time before being subjected to active flow.
D. MATERIAL TESTING
At some point during the application, at least two (2) 3-inch diameter by 6-inch long cylinders shall be collected from each day's work, for compression strength testing as described in ASTM C-39.

PAVEMENT REMOVAL, DISPOSAL AND REPLACEMENT (ASPHALT)

Payment for pavement removal, disposal and replacement shall be made at the fixed unit price per square yard of pavement removed and replaced. Work consists of pavement cutting as marked in the field, removal and disposal of pavement and debris and pavement replacement with four (4) inches of type B or C asphalt and 6" of base course. Tack coat required at edge of new and existing asphalt. **Prior to the removal and/or replacement of any asphalt paving, the Contractor shall review the work with the City's Project Manager and the quantity of asphalt for removal/replacement shall be agreed prior to the start of work.**

CONCRETE CURB AND GUTTER / SIDEWALK REMOVAL AND REPLACEMENT:

Payment for removal, disposal and replacement shall be made at the fixed unit price per linear foot of concrete curb and gutter or square yard of concrete sidewalk removed and replaced with four (4) inch thick concrete sidewalk. Work consists of saw cutting along marked lines, removal and disposal of concrete, and replacement of concrete sidewalk or curb and gutter. All curb and gutter and sidewalk removal and replacement to include all incidentals necessary for installation. All concrete shall be 4000psi minimum.

EASEMENT CLEARANCE AND GRADING FOR ACCESS AND REPAIR WORK:

Payment for sewer line easement clearance and access for repairs shall be made at the fixed price per square yard of material removed, replaced and/or graded so as to facilitate repair work by the contractor and/or access for city maintenance crews.

RIPRAP & WIRE MATTRESSES / GABION BASKET NEW INSTALLATION

Payment for new riprap wire mattresses and Gabion baskets shall be made at the fixed price per cubic yard of material installed. Work shall require the contractor to provide all the labor and associated materials (e.g. rock, wire, concrete, filter fabric) to secure such structures in place.

TRAFFIC CONTROL

A. The Contractor shall provide traffic control including, but not limited to, changeable message sign boards (CMSB), message signs, warning signs, barricades, and flagman to safely mark any hazards or detours as a result of the construction work. All such warning signs, barricades, and flagmen for work in or affecting State, City or County streets, access roads, private drives, alleys, etc., shall meet all applicable requirements as stipulated in these Contract Documents and in the latest edition of the Manual for Uniform Traffic Control Devices published by the U.S. Department of Transportation Federal Highway Administration. The Contractor shall maintain traffic flow(s) and accessibility to all private property(s) as close to normal conditions as possible. The Contractor shall notify residents, businesses, the City and State, as appropriate, of any driveway and/or road closures.

B. The City does not have Standard Traffic Control Plans. The Contractor will be required to submit traffic control plans for segments of the Project where specific traffic control plans are required by the City of Santa Fe. The Contractor shall submit any traffic control required for bypass pumping operations as a part of his/her traffic control plans. No work shall begin until the traffic control plan is approved by the City. Traffic control plans shall be submitted to the City at least two weeks in advance of when the Contractor intends to begin his work for the portion within the City limits. **Preparation of traffic control plans for submittal to the City of Santa Fe shall be considered incidental to the work.**

C. The Contractor shall provide a copy of the proposed traffic control plan to the City of Santa Fe's Streets Division Traffic Impact Section for all work conducted. The City's Public Works Department shall have the final decision as to the approval of a traffic control plan.

D. Contractor shall be responsible, and shall make appropriate accommodation for mail delivery and other essential services needed by residents affected by Contractor operations. This effort shall include coordination at least two (2) days prior with U.S. Post Office and other agencies.

E. Changeable Message Sign Boards (CMSB): The Contractor shall be responsible for providing changeable message sign boards as required. **The Contractor shall be reimbursed for the direct rental cost of the CMSB plus ten (10) percent based upon a paid invoice from the supplier or a pricing method as mutually agreed by the Contractor and City**.

F. Flagmen: The Contractor shall be responsible for providing Flagmen as required and when approved by the City. **The Contractor shall be reimbursed for the direct cost plus ten (10) percent of the Flagmen based upon a paid invoice from the sub-contractor or a pricing method as mutually agreed by the Contractor and City**.

G. **All items A through F,– Traffic Control, shall be considered incidental to the work for the Unit Bid Item for Traffic Control in executing the construction contract.**

SEWER AND MANHOLE - SMOKE TESTING

PART 1 – GENERAL

1.01 Scope of Work

A. Based upon findings of the 2016 Wastewater Division Master Plan Study, the City has determined it is necessary to investigate its sewer collection system for points of infiltration during a storm event. The City has purchased a new smoker utilizing liquid smoke and wants to engage an experienced Contractor having field experience with the smoke testing process to assist the City in the performance of smoke tests. The work will

be performed by the Contractor with the City's assistance both in personnel and equipment as deemed appropriate.

B. It is the intent of this specification to provide for the smoke testing materials and procedures to be used in the investigation of the sanitary sewer collection system as required by the City of Santa Fe Wastewater Division (City). All materials and procedures shall be consistent with these specifications, current industry standards, and as approved by the City.

C. The Contractor shall minimize the physical entry of personnel into the sanitary sewer facilities. If required, manhole entry shall be in accordance with Federal, State, and local regulations for confined space entry and other regulations that may apply. The Contractor shall provide all safety equipment required for manhole entry operations, including harnesses, ventilation equipment, etc. Contractor shall provide a copy of their confined space entry program along with a current list of trained personnel. This list must be maintained and updated by the awarded contractor for the duration of the contract.

1.02 Personnel Qualifications

A. A single Crew performing the testing shall be no less than two (2) persons; One supervisor and one helper per crew. One person operates the blower and smoke device. The other inspects and documents the run for evidence of smoke. The Contractor may require additional persons to perform the test as agreed by both the Contractor and the City.

B. The Contractor's employees performing the smoke testing under the provisions of these specifications shall be properly trained and thoroughly experienced in the use of the equipment and procedures. The supervisor shall have at least one year of previous testing experience obtained in the last four years prior to the date of award unless specifically waived by the City.

C. All job supervisors will have cards with contact information for the supervisor and company to provide to residents if requested.

D. The Contractor shall take appropriate action to ensure that his employees are polite and responsive to the public in all aspects of the work and that immediate assistance is provided to property owners if needed.

PART 2 – PRODUCTS

2.01 Blowers

A. The **City** shall provide a portable HURCO Super Smoker utilizing the Super Jet Muffler system capable of 12,987 CFM @ 0.001 static pressure or approved equal.

2.02 Smoke Production

A. Smoke Fluid shall produce smoke when exposed to the heat of the exhaust system of the motor for the blower. The smoke generated shall be white to gray smoke, leaving no residue, and shall be non-toxic and non-explosive. The **City** shall provide the LiquiSmoke™ for the testing.

2.03 Other Equipment

The **Contractor** shall provide all other equipment, tools, and incidentals required to perform smoke testing as required by these specifications and as directed by the City including but not limited to sewer line stoppers, sand bags, cameras, confined space entry equipment, etc. **The City shall provide all door hangers and public information material; the Contractor shall be responsible for distribution. In addition, the City will provide maps for the field documentation. The Contractor will be responsible for documentation.**

PART 3 – EXECUTION

3.01 Work Progress – The work shall generally progress as follows:

A. The City shall select the lines to be tested and issue Work Orders for the sewer line segments to be tested.

B. The Contractor shall obtain traffic control permits for all work to be performed as required.

C. A Work Schedule shall be submitted by the Contractor for review and approval by the City. No field testing or notification may proceed until the schedule has been approved by the City. After approval of the work schedule by the City, the Contractor shall not make any revisions or modifications to it without the approval of the City.

D. Pre-notifications – With the first notification, the contractor shall notify all affected residents that smoke testing will occur no more than two weeks prior and not less than one week prior to the date of the testing. (This timeline for notification is subject to modification by the mutual agreement of the Contractor and the City). The notification will be by using a printed flyer hung on each door of affected homeowners. The flyer and/or press release notice shall include:
1. Contact numbers for the Contractor and the City, if residents want additional information. (*All persons who will be in contact with the public should be well versed in the smoke testing*
procedures, work schedule and content of all public notices).
2. Warnings to the homeowner that Individuals with respiratory, heart problems, or others who should never be exposed to smoke, should be removed from the premises prior to the tests. Others, such as house confined invalids, sleeping shift workers and locked in animals should be identified and evacuated before the test. The notice should also request

that homes with these individuals be requested to be registered as "Homes of Special Concern."

E. Regulatory Notifications – The Contractor shall notify the Local Police and Fire Departments, the City's Public Information Office and the City Manager's Office, just prior to distributing the flyers.

F. Daily Notifications – In the Area of Daily Testing, the Contractor shall notify:
1. All providers of emergency services by phone providing the area to be tested during the next day of work. Notification shall be 24 hours in advance of the testing.
2. The Contractor shall notify, by hand delivery of a notification letter, door knob hangtags or other acceptable methods to each address, all residences and businesses in the area to be tested 24 hours in advance of the testing. All notification letters or hangtags shall be bilingual in Spanish and English.
3. The day of the testing, the Contractor shall check with all homes of special concerns to be sure that all persons that may be sensitive to smoke will be out of the home prior to testing.

G. It shall be the Contractor's responsibility to keep adequate records of all notifications to emergency services and to produce them upon request by the City. Failure to comply with this requirement may be cause to suspend the Contractor's operations until compliance is achieved.

3.02 Work Schedule

A. The Contractor shall not commence testing before 8:00 a.m. and shall terminate testing no later than 5:00 p.m. each day without the prior approval of the City.

B. Work times in Commercial areas shall be scheduled prior to the opening of the majority of the businesses in that area.

C. Smoke testing shall not be performed on weekends or on holidays without the prior approval of the City.

D. Contractor shall not perform smoke testing on days that, in the opinion of the City, will hinder the results of the test. (For example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

3.03 Performing the Testing

A. Procedure

1. Safety
(a) The Contractor and his personnel shall be aware of and shall follow all Federal, State, and Local safety laws and regulations.

(b) No entry into any part of the collection system shall be permitted until the Contractor has demonstrated that on-site personnel has been trained in applicable safety procedures and has the
equipment on-site to allow those procedures to be followed.
(c) Traffic Control. The area of work shall at all times be protected by means of an adequate number of cones, barricades, flags, or whatever means is necessary to properly and safely protect
vehicular and pedestrian traffic per MUTCD standards. Further requirements for Traffic control may be imposed by the City.
(d) Any condition deemed to be an unsafe condition shall be immediately corrected by the Contractor. The failure of the City or his representatives to bring a potentially dangerous
situation to the Contractor's attention shall not relieve the Contractor from his responsibility for providing a safe work area.

2. Unless otherwise approved by the City, the sections of sewer subject to testing shall:
(a) Consist of a central manhole, where the blower will be positioned, and an upstream and downstream manhole and the sewer pipe between them. With three (3) manholes and two
pipe sections, lengths should not exceed 800 feet or as mutually agreed by the City and Contractor.
(b) Consist of sections two (2) manholes and one pipe section. This allows a run of 400 to 800 ft of pipe or as mutually agreed by the City and Contractor.

3. Flow Control - <u>It is the intent of this specification that the smoke testing be accomplished without the need for bypass pumping</u>. The Contractor shall provide temporary plugs, sandbags, or flow barriers as required to contain an adequate volume of smoke within the section of sewer being tested, or to limit the extent of sewer subjected to pressurized smoke. The Contractor shall monitor the resulting surcharged sewer at the manhole upstream of the section of sewer being tested, and prevent overflow conditions from occurring by removing the flow barriers. The City shall provide a standby vactor truck when the use of a vactor truck is agreed to by the Contractor and the City.
4. Prior to placing any smoke into a manhole, the Contractor shall first evacuate the system with a blower to ensure that any collection of explosive gas and any odor that may be introduced into the homes and businesses have been dispersed prior to pressurizing the sewer with smoke. Evacuation may be accomplished by removing the manhole covers of all manholes in the run, then placing a vacuum on the manhole where the blower is located, or, then blowing air into the manhole.

5. All smoke testing information shall be accurately and neatly recorded on field worksheets and on maps of suitable scale as provided by the Contractor and/or City. The final report and information may be transferred by the City to a data base together with related digital photographs taken during the project.

6. For each sewer main tested, the Contractor shall prepare a field log identifying each point of smoke exfiltration from:

(a) Roof gutters.
(b) Sewer cleanouts
(c) Leakage in house laterals.
(d) Patio or area drains.
(e) Storm drain cross connections.
(f) Any other source not stated above
(g) Indicate if roof vents showed evidence of smoke or not.

7. The points of exfiltration, as identified above, shall be referenced and dimensioned to permanent landmarks or house or lot numbers.

8. A photograph of all leaks using a digital camera or approved substitute (video camera) shall be included with the field log. All photographs shall be clearly cross-referenced to the typed and/or computer generated log indicating the location of the leak.

9. The report shall reference the alphanumeric manhole numbers shown on the project maps.

10. The Contractor shall prepare a report on a form provided by the City of the smoke testing as specified. The report shall;
(a) Clearly identifies each sewer main tested and documented smoke exfiltration.
(b) Have all field data checked for accuracy.
(c) Contain the digital data (i.e. photographs) at the end of the project.
(d) Contain copies of the materials used to make notifications and a log of the daily notifications to the emergency and safety personnel and "Homes of Special Concern."

PART 4 – PAYMENT
A. Personnel for Smoke Testing
1. Payment for Supervisor and for Helper shall be made on an hourly basis for each classification. This pay item shall be for the personnel required to perform the smoke test and shall include all mobilization costs.

B. Traffic Control for Smoke Testing
1. Traffic control will be paid on a cost plus ten (10) percent markup of the actual invoice from the subcontractor providing traffic control for the work authorized in the Work Order. This pay item shall be for traffic control required to perform a smoke test and to include the costs of changeable message sign boards (CMB) and flagmen when required and as approved by the City.

CITY STREET CUT PERMITS:
The Contractor will obtain permits for work within city rights-of-way which includes: dirt cuts; gravel road cuts; asphalt or concrete pavement cuts; concrete sidewalk or curb and gutter cuts; and excavation permits**. Street cut permits are reimbursed with the submittal of a paid invoice from the City of Santa Fe Streets Division**.

22. N/A

23. TERM AND RENEWAL CONDITIONS

The initial term of Work to be performed for this bid shall become effective from the date the contract is signed by the City and terminate on June 30, 2022. The city reserves the right to renew or extend the period of performance with the Contractor for an additional three (3) terms of twelve (12) months each by a written amendment in accordance with the terms of the initial agreement.

24. WARRANTIES

Warranty required for material and workmanship for minimum of one year unless specified otherwise in these specifications. Warranties shall begin when the City accepts satisfactory delivery of equipment or work from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

25. EROSION CONTROL

The City of Santa Fe Storm Water Division at a minimum requires the following for projects that disturb one acre or less:

- All drop inlets and all flows shall be protected for a distance of 200 feet from the work site.
- All excavated spoils during working activity shall be protected.
- All paved streets shall be power swept (hand broomed) prior to a storm event and at the end of each work day.
- Any and all oil, gasoline, diesel, sewage spills or other controlled substance spills shall be contained, cleaned up and reported to the storm water inspector for the City. Any and all work performed near the Santa Fe River, arroyos, acequias or waterways shall be protected.

All erosion control measures of this section shall be considered incidental to the bid items

END OF DOCUMENT FOR
BID 21/46/B
CIP 962

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021
ISSUE NO. 7g Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to $200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637) **Committee Review:** Public Works and Utilities Committee – 11/08/2021 Finance Committee – 11/29/2021 Governing Body – 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 11/29/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request to Award Invitation to Bid # '21/46/B for the Publicly Owned Treatment Works (POTW) On-Call Repair, Replacement, Extension and Rehabilitation of Sewer Collection System Price Agreement, CIP #962 to Sub Surface Contracting, Inc., Allied 360 Construction, LLC. and TLC Plumbing, Inc. for a total amount up to $200,000 inclusive of nmgrt. (Stan Holland, Wastewater Division Engineer, tsholland@santafenm.gov, 505-955-4637)

Committee	**Review:**
Public Works and Utilities Committee	– 11/08/2021
Finance Committee	– 11/29/2021
Governing Body – 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

DATE: **November 17, 2021**

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

VIA: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa (Nov 17, 2021 17:23 MST)

FROM: **Gino Rinaldi, Senior Services Division Director** Gino Rinaldi (Nov 17, 2021 16:47 MST)
Anya Alarid, Volunteer Program Manager Anya Alarid

ITEM AND ISSUE:
Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:
The North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) has awarded the City of Santa Fe Senior Services Division a total of $310, 328. The funding will be utilized for Senior In-Home Support, Respite Care, Nutrition, and Transportation Services. The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older).

PROCUREMENT METHOD:
N/A

CONTRACT NUMBER:
The FY22 Munis contract number is 3202930.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Senior Citizens Grants/Fund 241
Munis Org Name/Number: Senior Center Programs/2410113, 2410114, 2410115
Munis Object Name/Number: Senior IHS, Nutrition, and Transportation Programs
490710 (revenue)/TBD (expenses)

ACTION REQUESTED:
Community Health and Safety Department respectfully requests your review and approval.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202930**

Contractor: **North Central New Mexico Economic Development District-Non Metro AAA**

Description: **The American Rescue Plan Sub-Award will be used to provide services to eligible senior clientele.**

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

Term Start Date: **07/01/21** Term End Date: **06/30/22**

[☐] Approved by Council Date: _____

Contract / Lease: 2021-22-60026

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** _____

Fran Delaney (Nov 19, 2021 14:03 MST) Nov 19, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Acceptance of Grant funds- RFP to be issued to expend funds for services with-in FY22- No procurement

4. **Funding Source: NCNMEDD AAA Revenue 490710** **Org / Object:** _____

Andy Hopkins (Nov 18, 2021 09:44 MST) Nov 18, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Expense Org:2410115,2410114,2410113, Objects TBD**

Staff Contact who completed this form: Anya Alarid Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging

AMERICAN RESCUE PLAN SUB-AWARD

City of Santa Fe hereinafter referred to as Subrecipient Contractor and the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as "Agency", enter this Agreement effective July 1, 2021, in accordance with the Older Americans Act of 1965 (OAA), as amended, as provided by the State of New Mexico Aging and Long-Term Services Department, and the Agency's Senior Citizens Services program.

The Agency's Senior Citizens Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act, as amended, the State of New Mexico Aging and Long-Term Services Department and the Agency.

1. SCOPE OF SERVICES.

A. Services. The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor Cost Reimbursement application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.

B. Deliverables. The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in this section are estimates. The following services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor's submission of monthly SAMS data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
Attachment: FY22 Units of Service -Crosswalk - Definitions

C. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

Target populations may include persons aged 50 through 59 for services provided with state funding only. Target populations for each service may vary according to the service provided.

D. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed $310,328.00. Said aggregate amount is to be derived from the following sources.

1. $110,749.00 from ARP Title III-B of the OAA;
2. $65,478.00 from ARP Title III-C1 of the OAA;
3. $63,005.00 from ARP Title III-C2 of the OAA;
4. $0.00 from ARP Title III-D of the OAA; and
5. $71,096.00 from ARP Title III-E of the OAA;

E. Payment for services shall be consistent with all applicable federal and state laws and regulations.

F. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency. Any expenditure made prior to the receipt of funds or pending the Agency's approval shall be made at the Subrecipient Contractors own risk, and the Agency shall not be liable for such expenditures.

G. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.

H. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Subrecipient Contractor that payment is requested, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.

I. Payments to the Subrecipient Contractor will be made electronically through the Automated Clearing House (ACH) Network.

2. TERMS OF AGREEMENT.

In addition to the other provisions contained in this Agreement, the parties agree to the following:

A. The Subrecipient Contractor agrees to:

1. Provide services in accordance with current or revised Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
2. Target services to older individuals with greatest economic and social need, including low-income minorities and older individuals residing in rural areas, as applicable.
3. Submit timely and accurate consumer/client tracking service documentation (rosters and transmittals) as required by the AAA by the close of business on the fifth (5th) day of each month following the last day of the month in which services were provided. If the fifth (5th) day falls on a weekend or AAA holiday, the information shall be delivered by the close of business on the next business day.
4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals) on the day conducted.
5. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on its financial reports, if they are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
6. Provide letters from local City or County governments to the NCNMEDD Non-Metro AAA committing local funds to senior programs. Any changes in local funds (increases or decreases) will be provided in writing to the NCNMEDD Non-Metro AAA.
7. Maintain communication and correspondence concerning clients' status with the Agency.
8. At a minimum, attend two (2) training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
9. Submit timely and accurate information necessary for reimbursement.
   a. All SAMS data, including COVID-19 data should be verified and reconciled by the Subrecipient Contractor prior to submitting the SAMS Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA Santa Fe office by the 10th working day. The signed Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor.
   b. The Subrecipient Contractor shall submit to the Agency utilizing the form provided by the Agency. The monthly activity report is due on or before the 5th working day of the month for prior month expenditures.
   c. Quarterly financial reports, to include approved budget, year-to-date expenses, year-to-date revenue, by the 15th working day of the month following the end of the quarter.

10. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
11. Subrecipient Contractor employees shall not solicit nor accept gifts or favors of monetary value by or on behalf of clients as a gift, reward, or payment.
12. Encourage the purchase and use of locally sourced farm fresh food products that meet the nutritional standards of the Agency. Subrecipient Contractors must ensure that the farm food products meet the state NMED requirements.

B. Major Disaster Declaration: In March of 2020 Governor Michelle Lujan Grisham declared a public health emergency due to the ongoing spread of the coronavirus or COVID-19 throughout New Mexico. A major disaster (MDD) was declared by President Trump in April of 2020 allowing for significant flexibilities in the spending of Older Americans Act funding, as well as additional federal funds to aid in the addressing and recovering from COVID-19 pandemic. This includes the Families First Coronavirus Response Act (FFCRA) and the Coronavirus Aid, Relief and Economic Security Act (CARES). The flexibility allowed through the MDD will continue through September 30, 2021, which overlaps with state fiscal year 2022. Subrecipient Contractor is encouraged to develop new and innovative service delivery methods to meet the needs of the community throughout the pandemic.

1. (MDD) (https://www.fema.gov/disaster/4529) allows flexibility for use of the Federal funds by Subrecipient Contractors.
2. The MDD allows for maximum flexibility and does not need a separate application, transfer request, or request for a waiver --to use existing Title B, C-1, C-2, D and E for disaster relief. This means Subrecipient Contractors may use these Title and State funds **for any disaster relief activities** for older individuals or family caregivers served under the OAA.
3. The flexibility applies to federal and state funding Subrecipient Contractors have through FY 2021-2022 contracts. For the program period starting July 1, 2021, **all expenditures should be based upon Subrecipient Contractor actual expenditures and should not be tied to a unit or unit cost.**
4. Meals funded following a declaration of a major disaster are not required to meet the DGAs and the DRIs, *but* ACL recommends the use of these standards to help older adults maintain their health and manage their chronic conditions and to provide quality service.
5. When meals that do not meet the DRIs/DRAs are unavailable, Subrecipient Contractors should try to provide meals that meet, at a minimum, no less than 1/3 of the recommended daily caloric intake for an older individual.

C. The Agency further abides to:

1. Review consumer intake and assessment forms completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided.

5. Provide written policy, procedures and standard documents concerning client authorization to release information (both a general and medical/health related release), ability to contribute to the cost of services provided, complaints/grievances and appeals to all consumers.
6. Provide start-up funds at the discretion of NCNMEDD Non-Metro AAA if funding is available.
7. Will submit contingency plan to address unforeseen circumstances when service delivery is threatened.
8. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES.

A. *Americans with Disabilities Act of 1990 –*
The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973 –*
The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services, available under the agreement, are provided in a non-discriminatory manner as required by the Title VI of the Civil Rights Act of 1964, as amended.

C. *Age Discrimination in Employment Act of 1967 –*
The Subrecipient Contractor shall comply with Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).

D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.

E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.

F. *Financial Management*
The Subrecipient Contractor must implement financial management standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, New Mexico Fiscal Requirements, and Federal Register Office of Management and Budget Uniform Guidance A-87 and A-122.

G. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense.

H. *Independent Audit*

The Subrecipient contractor will provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2021, through June 30, 2022. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter. This audit shall be conducted in accordance with Generally Accepted Auditing Standards and shall encompass the following applicable provisions:

1. The Subrecipient Contractor, expending equal to $750,000 but less than or equal to $25,000,000 more in combined federal funds, shall have an audit conducted in accordance with Revised Omni Circular 200.518(b)(1), supersedes and streamlines eight different grant circulars into one set. A fair allocation of the audit costs may be charged to both federal and state funds under this Agreement. A copy of the complete report package as required to be submitted by A-133 to the designated clearinghouse shall also be provided to the Agency. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served. This information may be included within the supplementary section of the audit report; OR
2. Companies not subject to A-133 requirements may provide Agency with an un-audited Report Package no less than quarterly. This audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of audited costs to the final report. In addition, the Subrecipient Contractor will provide the Agency with a copy of annual audited financial statements; OR,
3. Governmental-type Subrecipient Contractors expending less than $500,000 in combined federal awards shall continue to follow the guidance of the New Mexico State Auditor. Since a full scope audit will continue to be required by the State Auditor, only a fair allocation of state funds within this Agreement may be expended for such audit costs. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.) which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this Agreement. This information may be included within the supplementary section of the audit report.
4. Non-governmental Subrecipient Contractors expending between $25,000 in federal and state funds combined and less than $500,000 in federal funds, shall have an audit conducted in accordance with the GAO Government Auditing Standards. A fair allocation of the audit costs may be charged to the state funds awarded under

the Agreement. Federal funds shall not be charged for audit costs under this section. The audit report shall include a schedule of administrative and program expenses for each separate title or program (Title IIIB, Title IIIC-I, Title IIIC-II, Title IIID, Title IIIE, etc.), which facilitates a reconciliation of these audited costs to the final report. The Agency further requires the inclusion of the final units of services provided and final number of persons served by this agreement. This information may be included within the supplementary section of the audit report.

5. For those Subrecipient Contractors that expend less than $15,000 in federal and state dollars, no audit is required. The close out of this grant will be based on information required by the Agency, such as financial reports (trial balances, general ledgers, etc.), monitoring efforts and final numbers of services provided, and final number of individuals served.
6. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.
7. The Subrecipient Contractor's independent auditor shall be made aware of Office of Management and Budget Circular (OMB) A-87, Cost Principles for State, Local and Indian Tribal Governments, and OMB Circular A-122, Cost Principles of Nonprofit Organizations in determining the allowability of costs.

I. *Equal Opportunity Compliance.*

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

J. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the OAA and directives of the U.S. Administration on Aging: rules, regulations, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of programs funded under the OAA and the New Mexico State Legislature, the approved Area Plan, the approved Service Plan, and the terms and conditions of this Agreement.

K. *Non-Discrimination Service Delivery.*
The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

4. TERM.
This Agreement **shall begin on July 1, 2021, and terminate on June 30, 2022,** unless terminated pursuant to Paragraph 5, below. In accordance with NMSA 1978, § 13-1-150, no contract term, including extensions and renewals, shall exceed two (2) years, except as set forth in NMSA 1978, § 13-1-150.

5. TERMINATION.
A. This Agreement may be terminated by the Agency without cause upon written notice delivered to the Subrecipient Contractor at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This Agreement may be terminated immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Paragraph 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement. This Agreement may also be terminated by the Subrecipient Contractor upon thirty (30) days written notice to the Agency.

B. Termination Management. Immediately upon receipt of notice of termination of this Agreement by either the Agency or the Subrecipient Contractor, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and client records generated under this Agreement and any non-expendable personal property or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. On the date the notice of termination is received, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of non-expendable personal property purchased with funds provided under the existing and previous Agency agreements with the Subrecipient

Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR.

A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:

1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state or local laws, rules or regulations.
2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.

B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:

1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Unless otherwise deemed confidential under applicable law, such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise in the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of such monitor shall be paid from the state and federal funds paid to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation paid to Subrecipient Contractor.

3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.

4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.

5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.

6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico and utilized by the Agency for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR.

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT.

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

10. SUBCONTRACTING.

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE.

The Subrecipient Contractor acceptance of final payment of the amount due under this Agreement shall operate as a release of the Agency, its officers and employees from all liabilities, claims and obligations, whatsoever, arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY.

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT.

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST.

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT.

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

16. MERGER.

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

17. PENALTIES FOR VIOLATION OF LAW.

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

18. APPLICABLE LAW.

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

19. WORKERS COMPENSATION.

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

20. RECORDS AND FINANCIAL AUDIT.

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, that indicate the date. time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

22. INTERNAL DISPUTE MEDIATION.

The Subrecipient Contractor shall attempt to resolve all disputes with participants by negotiation good faith and with such mediators as may be acceptable to the parties involved. The Subrecipient Contractor shall implement an internal grievance policy with procedures in place to effectively and fairly negotiate and resolve disputes with participants. The Subrecipient Contractor must provide all participants with notice, at the commencement of the contract year that disputes may be resolved in this manner. If negotiation and mediation through the grievance procedure fail, any party may submit the dispute to the ALTSD in accordance with the following provisions:

1. In any dispute submitted, the Agency and the Subrecipient Contractor hereby agree and consent to the ALTSD mediation of the dispute.
2. Mediation may only be instituted by written request, which request shall include a statement of the matter in controversy.
3. Initial contacts and negotiation shall be conducted by the appropriate Agency staff.
4. Any resolution of the matter shall be binding and final on the Subrecipient Contractor and the Subrecipient Contractor hereby agrees to be bound by said resolution.

5. Failure of the Subrecipient Contractor to resolve any dispute pursuant to the procedures set forth herein or to comply with a resolution ordered by the ALTSD shall amount to a material breach of Agreement.
6. Internal Dispute Mediation does not supersede the appeal hearing policies and procedures.

23. PARTICIPANT GRIEVANCE.

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

24. KEY PERSONNEL.

The Agency shall be notified of changes in, and must concur with the selection process for, Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager

The Subrecipient Contractor will maintain full-time Key Personnel throughout the term of this agreement.

25. INVALID TERM OR CONDITION.

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

26. ENFORCEMENT OF AGREEMENT.

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

27. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

AGENCY:
NCNMEDD
Crystal L. Sanchez
3900 Paseo Del Sol
Santa Fe, NM 87507

City of Santa Fe:
_____
_____
_____
_____

28. INSURANCE.

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried, before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

29. AUTHORITY.

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

30. SIGNATURES.

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2021.

City of Santa Fe	NCNMEDD Non-Metro Area Agency on Aging
Legal Name of Subrecipient Contractor	*Name of Area Agency on Aging*
	Monica Abeita
Signature	*Signature*
	Monica Abeita, Executive Director
Printed/Typed Name of Signatory	*Printed/Typed Name of Signatory*
	July 1, 2021
Date	*Date*

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:

_____

ALAN M. WEBBER, MAYOR

DATE: _____

ATTEST:

_____

KRISTINE MIHELCIC-BUSTOS, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Jul 29, 2021 13:18 MDT)

_____

MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____

MARY MCCOY, FINANCE DIRECTOR

2410113, 2410114, 2410115/OBJECTS VARIOUS

_____

ORG/OBJECT AJH

AJH

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for the Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, term ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) ; (Gino Rinaldi, earinaldi@santafenm.gov, 505-955-4710).

COMMITTEE	**REVIEW:**
Finance Committee:	11/29/2021
Quality of Life:	12/1/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6i Request for Approval of North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA) State Funding in the Total Amount of $310,328 for the American Rescue Plan Sub-Award, Term Ending June 30, 2022; North Central New Mexico Economic Development District, Non-Metro Area Agency on Aging (AAA). (Gino Rinaldi, Senior Services Division Director: earinaldi@santafenm.gov, 505-955-4710) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Human Resources	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Incentives (Retention)	1000231	502200		2,400,000	
Incentives (Hiring Bonus)	1000231	502200		300,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
State Shared Gross Receipts Tax	1000001	412100		(2,007,640)	
Municipal Gross Receipts Tax	1000001	401300		(692,360)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates (including GRT settlement payment from the New Mexico Taxation and Revenue Department) to provide retention incentives and recruitment/sign-on incentive payments to address retention and recruitment. See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 15:36 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
FROM: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
Bernadette Salazar, HR Director Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 15:36 MST)
RE: FY22 Budget Adjustment- Retention and Hiring Incentives
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of $2,700,000 to fund a retention and hiring incentive. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

FY22 Midyear Budget Adjustment – Citywide Retention and Hiring Incentive

The City is proposing to use the $2.4 million in one-time revenue to fund a retention incentive for all City employees, with the exception of temp employees and elected officials. The retention incentive would pay 1,200 current classified, term and exempt employees the equivalent of $1,000 initially and would pay employees another $1,000 effective at a subsequent date per the policy.

The City is requesting to fund $300,000 for hiring incentives for the remainder of FY22. The hiring incentive would be effective in December 2021 and would employees $1,000 after the first full pay period worked.

Retention and hiring incentives are intended to aid in the employment and retention of individuals for City positions that are difficult to fill due to labor market shortages and that, if vacant, impair a department's ability to deliver services.

The funding source for to support the one-time retention incentives for City employees is the $2.4 million settlement the City received from the Taxation and Revenue Department in October 2021. The funding source for the $300 thousand in expenses for a hiring incentive will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Human Resources/1000231

Munis Object Name/Number: Incentives/502200

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the amount of $2,700,000 to fund a retention and hiring incentives. (Jarel LaPan Hill, City Manager, jlhill@santafenm.gov; 505-955-6534; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171; Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6m Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $2,700,000 to Fund a Retention and Hiring Incentives. (Jarel LaPan Hill, City Manager: jlhill@santafenm.gov, 505-955-6534; Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171 and Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
ECONOMIC DEVELOPMENT/ECONOMIC DEVELOPMENT OPS	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	2122800	500110		66,938	
Operating Transfer to Economic Development Fund	1002800	750212		38,310	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
State Shared Gross Receipts Tax	2122800	412100		(28,628)	
Municipal Gross Receipts Tax	1000001	401300		(38,310)	
Operating Transfer from General Fund	2122800	650100		(38,310)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

Economic Development Ops - To fund frozen position 160032 Municipal Telecomm Architect and re-title to Broadband

Project Manager.

(see attached memo)

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

Lawrence Lovato — 11/23/2021
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
Budget Officer — Date

Division Director Signature *{optional}* — Date

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

Richard Brown
Department Director Signature — Date

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of $66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

FY22 Midyear Budget Adjustment – Community Development - Economic Development Department

The Department is requesting to fund an existing unfunded Broadband Project Manager in the amount of $66,938 including salaries and benefits for the remainder of FY22. In the next five years, the City will likely see over $50 million in direct and indirect services invested to create a robust broadband infrastructure to meet future demand. As we move into 2022, the designated Broadband Project Manager will address the need for a broadband industry professional to create, collaborate and monitor the following initiatives:

- Anticipated City-wide broadband franchise agreement with Vexus Fiber
- Public WiFi Project delivered to underserved census tracts
- RFP for Broadband pipeline and services contract that emanates from our Railyard Market Station HUB
- Midtown Redevelopment broadband infrastructure planning to support potential Film Studio sale, with expansion of film-editing industry sector
- With Albuquerque and Los Alamos, Santa Fe is part of the 'Innovation Triangle' with potential locations for growth from downtown to the Cerrillos Road Corridor going south
- Biden Infrastructure & Jobs Act – Broadband infrastructure grant funding.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/100 and Economic Development/Fund 212

Munis Org Name/Number: Economic Development Ops/2122800

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the amount of $66,938 including salaries and benefits to fund an existing unfunded Broadband Project Manager position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6n Request for Approval of a Budget Adjustment Resolution (BAR) in the Economic Development Department in the Amount of $66,938 Including Salaries and Benefits to Fund an Existing Unfunded Broadband Project Manager Position. (Richard Brown, Community Development Director: rdbrown@santafenm.gov, 505-955-6625) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
COMMUNITY HEALTH & SAFETY/COMMUNITY SERVICES/COMMUNITY SERVICES ADMIN	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1001001	500110		169,500	
Gas Utility Service	1001001	513950		1,000	
Water Utility Service	1001001	514000		16,000	
Rep Maint Furn/Fix/Equip	1001001	520300		2,000	
Operating Supplies	1001001	530200		14,000	
Safety Supplies	1001001	530300		1,000	
Gasoline	1001001	531000		1,500	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(205,000)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

Community Services Admin - To fund 4.5 New FTE for Mobile Hygiene Street Outreach Program and Operations.

(see attached memo)

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 14:35 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa (Nov 24, 2021 14:35 MST)
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

FY22 Midyear Budget Adjustment – Community Health and Safety

Community Services Department- Admin Division

BACKGROUND AND SUMMARY:

The number of unsheltered people experiencing unsheltered homelessness in Santa Fe is estimated to be approximately 250, however we lack a system that will allow us to determine an exact number and plan accordingly. These unsheltered individuals, who are sleeping in arroyos, parks, in cars and on streets, have little to no access to showers, hand washing, toilets or other hygiene services. With the COVID19 pandemic, the lack of services presents a threat to public health. As of 11/18/2021, the CRM system managed by Constituent Services lists 29 encampments reported in the previous 45 days. The system shows that there are 90 encampments active at this time, and many residents are concerned and alarmed about encampments in their neighborhoods. The issue of unsheltered people, who are unconnected to basic services and lacking a pathway to stable housing, has become an acute problem for all city residents.

In response to the COVID19 pandemic, the Community Services Department used CARES funds to purchase a Mobile Hygiene Unit (MHU) and Ford F250 pickup truck to provide essential hygiene services and outreach to people experiencing homelessness, including entering them

into the New Mexico Coalition to End Homelessness's database, allowing us to understand the scope of the problem and connect individuals to housing resources.

The Youth and Family Services Division prepared and released an RFP in July 2021 for the operation of the MHU and provision of outreach services to unsheltered people. Unfortunately, we received no responses, with local non-profit partners citing capacity issues in workforce. Because the need to provide hygiene services and forge relationships with unsheltered people in order to connect them with behavioral health, shelter, and housing has not diminished, the Community Services Department proposes operating the MHU and street outreach as a permanent direct service to be provided by City employees under the direction of the Community Health and Safety Department.

The MHU would be supervised by the Youth and Family Services Program Manager, an existing position. The Department is requesting approval of $205,000 including salaries and benefits to create an d fund 4.5 new FTEs and operating costs for a City operated Mobile Hygiene Unit for the remainder of FY22. The requested new FTE include one Navigator, three Park Rangers and a half-time Custodian, for a total new FTE's of 4.5.

BACKGROUND

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;

- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Community Services Admin/1001001

Munis Object Name/Number: Salaries and Operations/Various

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 including salaries and benefits to create and fund 4.5 new FTEs, one Navigator, three Park Rangers and a half-time Custodian, and operating costs for a City operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6I Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department in the Amount of $205,000 Including Salaries and Benefits to Create and Dund 4.5 New FTE's, One Navigator, Three Park Rangers and a Half-Time Custodian, and Operating Costs for a City Operated Mobile Hygiene Unit. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Services / Seniors	11/22/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Operating Transfer to Seniors Grants Fund	1000111	750241		602,413	
WIP Design - MEG Senior Center Expansion/Renovation	3459981	572960	SSD2124113	358,865	
WIP Construction - MEG Senior Center Expansion/ Renovation	3459981	572970	SSD2124113	2,484,852	
Remodeling & Replacement - MEG Senior Center Expansion/Renovation	2410111	572500			(2,843,717)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
NM Agency on Aging	2410111	490240			630,165
Area Agency on Aging - State	2410111	490710			49,907
Operating Transfer from General Fund	2410111	650100		(602,413)	
NM Dept of Finance and Administration	2410111	490210			2,816,717
NM Dept of Finance and Administration	3459981	490210	SSD2124113	(2,843,717)	
State Shared Gross Receipts Tax	1000001	412100		(602,413)	
				$ (602,413)	$ 653,072

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to correct an error in Seniors revenue budget - State Agency on Aging revenue has been expended and should not have been carried forward into FY22. General Fund match will need to be increased to cover the difference. Also, move Seniors CIP grant for Mary Esther Gonzales Senior Center expansion/renovation to proper CIP fund. Additional Gerneral Fund amount needed is $602,413, accounting for $50,659 in revenue over expenses already budgeted in Seniors. See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/22/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Kyra Ochoa
Kyra Ochoa (Nov 24, 2021 13:34 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Kyra Ochoa, Community Health and Safety Director Kyra Ochoa
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

FY22 Midyear Budget Adjustment – Community Health and Safety Community Services Department- Seniors Division

The budget adjustment is needed to correct an error in the Community Services, Seniors Division revenue budget. The State Agency on Aging revenue has been expended and should not have been carried forward into FY22. General Fund match will need to be increased to cover the difference. Additional General Fund amount needed is $602,413. Also, the BAR moves Seniors CIP grant for Mary Esther Gonzales Senior Center expansion/renovation to proper CIP fund.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100 & Grants/Fund 241

Munis Org Name/Number: Various

Munis Object Name/Number: Various

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director, krochoa@santafenm.gov, 505-955-6603)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6o Request for Approval of a Budget Adjustment Resolution (BAR) in the Community Services Department, Seniors Division in the Amount of $602,413. (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov, 505-955-6603) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Finance Department	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Purchasing)	1001700	500110		35,764	
Salaries (Treasury)	1000151	500110		103,956	
Salaries (Accounts Payable)	1000155	500110		50,960	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(190,680)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) Purchasing - To fund frozen position 110172 Project Specialist. 2) Treasury - To fund frozen positions 140007 Project Specialist and 140092 Treasury Officer. 3) Accounts Payable - to fund frozen position 110171 Accounting Financial Analyst

(see attached memo)

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Mary McCoy
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
FROM: Mary McCoy, Finance Director Mary McCoy
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 including salaries and benefits to fund existing unfunded positions include AP Accounting Financial Analyst, Contracts Project Specialist, Cashier Project Specialist, and Treasury Officer. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

FY22 Midyear Budget Adjustment – Finance Department

The Department is requesting to fund an existing unfunded Accounting Financial Analyst position for Accounts Payable (position #110171) in the Accounting Division in the amount of $50,960 including salaries and benefits for the remainder of FY22. This position is critical to the Department in order to remain current with payments to vendors, to complete account reconciliations, review pending invoices for check processing, and assist with completing the day-to-day Accounts Payable operations for the City. Currently, Accounts Payable only has two positions to support all City Departments.

The Department is requesting to fund an existing unfunded Project Specialist position for Contracts (position #110172) in the Purchasing Division in the amount of $35,764 including salary and benefits for the remainder of FY22. This position is critical to the Department in order to effectively route and manage the e-signature process, including contracts and all essential documents that require multiple signatures, from beginning to end for all City Departments.

The Department is requesting to fund an existing unfunded Cashier Project Specialist position for the Cashier's Office (position #140007) in the amount of $35,764 including salary and benefits for the remainder of FY22. This position is critical to the Department as a higher volume of transactions are occurring in person again.

The Department is requesting to fund an existing unfunded Treasury Officer position (position #140092) in the amount of $68,191 including salary and benefits for the remainder

of FY22. This position is critical to the Department to oversee and manage cash management and collections, proper deposit of cash receipts, collection and processing of receivables and will oversee activities related to federal and state funding.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT

distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

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- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Accounting/1000142, Treasury/1000151, Purchasing/1001700
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 including salaries and benefits to fund existing unfunded positions include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 505-955-6171)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6p Request for Approval of a Budget Adjustment Resolution (BAR) in the Finance Department in the Amount of $190,680 Including Salaries and Benefits to Fund Existing Unfunded Positions Include Treasury Officer, AP Accounting Financial Analyst, Contracts Project Specialist, and Cashier Project Specialist. (Mary McCoy, Finance Director: mtmccoy@santafenm.gov, 505-955-6171) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - City Attorney, Community Engagement - Constituent Services	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (City Attorney)	1002550	500110		149,883	
Salaries (Constituent Services)	1002575	500110			(91,373)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(58,510)	
				$ 91,373	$ (91,373)

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

City Attorney - To fund 1 New FTE IPRA Manager, Transfer position Council Liasion & Public Info Ofc/IPRA Analyst from

Constituent Services to City Attorney and retitle as Policy Analyst & IPRA Analyst respectively.

See attached memo.

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

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Erin K. McSherry, City Attorney
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

FY22 Midyear Budget Adjustment – City Attorney's Office

The Department is requesting to fund and create one new FTE for an IPRA Manager position and the corresponding funding in the amount of $58,510 for the remainder of FY22. This new position will address the increase of IPRAs, which has reached an astoundingly high number of 6529 requests received in one year. See attached Nextrequest report for November 9, 2020 through November 9, 2021. With this escalation of workload, response times will continue to get longer and there is a risk of making mistakes with confidential records and/or completeness of responses. Providing IPRA responses in a timely manner is a statutory requirement. Without additional personnel, oversight, and management of this core City function, there is diminished transportation and an increasing risk of successful litigation against the City.

The Department is also requesting to transfer the vacant and funded Council Liaison position (position # 110076) and the associated funding of $43,232 for the remainder of the FY22 from the Council and Constituent Services Division of the Community Engagement/City Clerk Department to the City Attorney's Office. This position would be reclassified as a "Policy Analyst" and work with the City Attorney's legislative office.

The Department is requesting to transfer the filled and funded "Public Information Officer/IPRA Analyst position (position # 160031) and the associated funding of $48,141 for the remainder of the FY22 from the Council and Constituent Services Division of the Community Engagement/City

Clerk Department to the City Attorney's Office. This position is currently 100% dedicated to responding requests for police IPRAs.

BACKGROUND:

FY22 First Quarter Financial Performance Report:

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

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FY22 Midyear Budget Adjustment Summary:

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Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: City Attorney/ 1002550

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
First motion to amend-Not Approved

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-Councilor Villarreal made motion to Amend as follows: Approve the FTE-IPRA Manager and wait on the transfer of 2 positions to CAO

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 including salaries and benefits to fund and create one new FTE – IRPA Manager and transfer two positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6q Request for Approval of a Budget Adjustment Resolution (BAR) in the City Attorney's Office in the Amount of $149,883 Including Salaries and Benefits to Fund and Create One New FTE – IRPA Manager and Transfer Two Positions from the Community Engagement/City Clerk Department to the City Attorney's Office. (Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 505-955-6961) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - City Manager	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (City Manager's Office)	1000035	500110		72,330	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(72,330)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund frozen Chief of Staff position. See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — Prepared By *{print name}* — 11/23/2021 Date

Division Director Signature *{optional}* — Date

Jarel LaPan Hill — Jarel LaPan Hill (Nov 29, 2021 08:44 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
FROM: Jarel LaPan Hill, City Manager Jarel LaPan Hill
Jarel LaPan Hill (Nov 29, 2021 09:44 MST)
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

FY22 Midyear Budget Adjustment – General Government

The Department is requesting to fund an existing unfunded Chief of Staff position (position # 130004) in the amount of $72,330 including salary and all benefits for the remainder of FY22. This position is critical to the Department in order to continue working on city priorities.

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020

is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: City Manager's Office/ 1000035

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 including salaries and benefits to fund an existing unfunded Chief of Staff position. (Jarel LaPan Hill, City Manager, jlapanhill@santafenm.gov, 505-955-6534)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body:	12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6r Request for Approval of a Budget Adjustment Resolution (BAR) in the City Manager's Office of the General Government Department in the Amount of $72,330 Including Salaries and Benefits to Fund an Existing Unfunded Chief of Staff Position. (Jarel LaPan Hill, City Manager: jlapanhill@santafenm.gov, 505-955-6534) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Rivera for discussion. Approved unanimously to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
General Government - Municipal Court	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Municipal Court)	1002700	500110		84,411	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(84,411)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund 3 frozen

Municipal Court Clerk positions. See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — Prepared By *{print name}* — 11/23/2021 Date

Division Director Signature *{optional}* — Date

Virginia Vigil
Virginia Vigil (Nov 24, 2021 15:51 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Virginia Vigil, Municipal Court Judge *Virginia Vigil*
Virginia Vigil (Nov 24, 2021 12:51 MST)
Jacqueline Baca, Deputy Court Finance Administrator
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jybaca@santafenm.gov, 505-955-5054)

FY22 Midyear Budget Adjustment – Municipal Court

The Department is requesting to fund three existing unfunded Municipal Court Clerk positions (position # 170016, 170017, 170018) in the amount of $84,411 including salary and all benefits for the remainder of FY22. These positions are critical to the Department maintain a critical workload of the Municipal Court.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer

spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

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The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Municipal Court/1002700

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 including salaries and benefits to fund three existing unfunded Municipal Court Clerk positions. (Jacqueline Baca, Deputy Court Finance Administrator, jybaca@santafenm.gov, 505-955-5054)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6s Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Court Division of the General Government Department in the Amount of $84,411 Including Salaries and Benefits to Fund Three Existing Unfunded Municipal Court Clerk Positions. (Jacqueline Baca, Deputy Court Finance Administrator: jybaca@santafenm.gov, 505-955-5054) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Human Resources	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (General)	1000231	500110		54,362	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(54,362)	
				$ -	$ -

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

Use of Gross Receipts Tax revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates

to fund 1 New FTE Human Resources Recruitment Specialist.

See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Bernadette Salazar
Bernadette Salazar (Nov 24, 2021 14:09 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Bernadette Salazar, HR Director Bernadette Salazar
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

FY22 Midyear Budget Adjustment – Human Resources Department

The Department is requesting approval of a one new FTE for an HR Recruitment Specialist position and the corresponding funding in the amount of $54,362 for salaries and benefits for the remainder of FY22. This position is critical to the Department in order to assist departments in hiring new employees to fill vacant positions. The City of Santa Fe, like many other organizations nationally, are challenged with recruitment and retention of employees. Adding resources to assist departments with recruitment planning and more immediate communications with applicants will increase the success rate of filling vacant positions.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

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Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

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FY22 Midyear Budget Adjustment Summary

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- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
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Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: General Fund/Fund 100

Munis Org Name/Number: Human Resources/ 1000231

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to fund and create one new FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director, bjsalazar@santafenm.gov, 505-955-6591)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6t Request for Approval of a Budget Adjustment Resolution (BAR) in the Human Resources Department in the Amount of $54,362 to Fund and Create One New FTE – HR Recruitment Specialist. (Bernadette Salazar, HR Director: bjsalazar@santafenm.gov, 505-955-6591) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6u Request for Approval of a Budget Adjustment Resolution (BAR) in the Municipal Recreation Complex Division of the Public Works Department in the Amount of $204,334 to fund existing unfunded MRC Parks Superintendent position and to fund MRC operations and repairs. (Melissa McDonald, Acting Parks and MRC Director, 505-955-6840, mamcdonald@santafenm.gov) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Parking	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Parking)	5350452	500110		74,123	
Operating Transfer to Parking Fund	2160001	750535		74,123	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	2160001	401500		(74,123)	
Operating Transfer from Municipal GRT Fund	5350452	650216		(74,123)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates to fund 2 frozen

Parking positions: Administrative Manager and Account Technician

(see attached memo)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
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
Budget Officer — Date

Division Director Signature *{optional}* — Date

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

Regina Wheeler
Regina Wheeler (Nov 24, 2021 13:51 MST)
Department Director Signature — Date

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler (Nov 24, 2021 13:51 MST)
Noel Correia, Parking Division Director
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Department is requesting to fund an existing unfunded Administrator Manager (position #110044) in the amount of $45,986 and the Account Technician (position # 140022) in the amount of $28,137 including salary and all benefits for the remainder of FY22.

The Parking Division has extensive administrative, customer service, revenue generating and cash handling responsibilities and these two positions are critical to perform these responsibilities consistently and effectively.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the

positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Parking/Fund 530

Munis Org Name/Number: Parking/ 5350452

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to fund existing unfunded Administrative Manager and Account Technician positions. (Noel Correia, Parking Division Director, 505-955-6611, npcorreia@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6w Request for Approval of a Budget Adjustment Resolution (BAR) in the Parking Division of the Public Works Department in the Amount of $74,123 to Fund Existing Unfunded Administrative Manager and Account Technician Positions. (Noel Correia, Parking Division Director: npcorreia@santafenm.gov, 505-955-6611) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/202
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Streets & Drainage Maintenance	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Streets & Sweeping)	1000086	500110		33,918	
Salaries (Streets Admin)	1000471	500110		36,888	
Salaries (Streets-Concrete Unit)	3300087	500110		24,676	
Salaries (Streets - Gas Tax)	3306250	500110		24,951	
Operating Transfer to General Fund	3650142	750100		70,806	
Operating Transfer to Streets/Gas Tax Fund	3650142	750330		49,627	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Capital Gross Receipts Tax	3650001	401400		(120,433)	
Operating Transfer from 1/2% GRT Income Fund	1000001	650365		(70,806)	
Operating Transfer from 1/2% GRT Income Fund	3300087	650365		(24,676)	
Operating Transfer from 1/2% GRT Income Fund	3306250	650365		(24,951)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) - Streets & Sweeping Admin increases for Equipment Operators & Supervisors. 2) - Streets & Drainage Admin increases

for Equipment Operators & Supervisors. 3) - SDM - Concrete Unit increases for Equipment Operators & Supervisors.

4) - Streets & Drainage - Gas Tax increases for Equipment Operators & Supervisors.

(see attached memo)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
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
Budget Officer — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 24, 2021 13:48 MST)
Department Director Signature — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler
Thomas Martinez, Director of Operations and Maintenance
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets & Drainage Division of the Public Works Department in the Amount of $120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Thomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Streets Division of the Public Works Department currently has 9 open positions out of 28 for our crew (32% vacancy). The Department has advertised these vacant operator positions 7 times in the last 1.5 years with almost no success in recruiting qualified applicants. We are in a highly competitive market for these highly skilled positions, with internal city divisions along with external companies who are now offering $21.00 - $28.00 per hour with medical, dental and PTO time as benefits and the ability to start the pay according to years of experience.

The Streets Division is requesting to increase the pay for Streets Supervisors, Streets Equipment Operators and Streets Maintenance Worker Sr positions to achieve staffing levels required to maintain safe streets, storm water drains and city right of way infrastructure including Cerrillos and St Michael's Drive which just became City's responsibility this year. The total amount requested for the FY22 budget adjustment is $70,806 in the General Fund and $49,627 in the CIP Streets & Roadways fund for a total of $120,433.

BACKGROUND:

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FY22 Midyear Budget Adjustment Summary

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- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
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- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to fund salary increases for Streets Maintenance and Operation positions to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6x Request for Approval of a Budget Adjustment Resolution (BAR) in the Streets Division of the Public Works Department in the Amount of $120,433 to Fund Salary Increases for Streets Maintenance and Operation Positions to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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 PROCUREMENT CHECKLIST

Contractor Name: Southwest Ambulance Sales

Procurement Title: Ambulance vehicle purchase

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 Fire Staff Name Sten Johnson

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:

Sten Johnson — Health and Safety Officer — 10/25/2021

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

Fran Dunaway — Chief Procurement Officer — Nov 3, 2021

Fran Dunaway (Nov 3, 2021 11:50 MDT)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

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

*

City of Santa Fe, New Mexico
Memorandum

DATE: November 2, 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
Andy Hopkins, Budget Officer
Kyra Ochoa, Acting Community Health and Safety Director KO
Paul Babcock, Fire Chief PB

FROM: Brian Moya Assistant Chief, Sten Johnson Health and Safety Officer

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ITEM AND ISSUE:

Request for Approval of Procurement for one ambulance using Houston-Galveston Area Council (HGAC) cooperative agreement in the total amount of $153,555.00 for the Fire Department: Southwest Ambulance Sales. Brian Moya, bjmoya@santafenm.gov, (505)955-3111. Sten Johnson, sajohnson@santafenm.gov, (505)467-9799

BACKGROUND AND SUMMARY:

For reasons of keeping our ambulance fleet in safe and good working order we request to make this purchase to be utilized as a replacement for an aging ambulance.
The City of Santa Fe Fire Department has been approved by the Now Mexico Public Regulations Commission, State Fire Marshal Division to purchase a new Ambulance vehicle in the amount of $153,555.00. This will be funded through state impact fees, Fire Fund. No City General Fund money will be used for this purchase.

PROCUREMENT METHOD:

The procurement method is the HGAC contract # AM10-20.

CONTRACT NUMBER:

The FY21 Munis contract number is 3203023.

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 200
Munis Org Name/Number: Fire Support Services / 2210181
Munis Object Name/Number: Vehicles <1.5/570950 AJH

ACTION REQUESTED:

Fire Department respectfully requests your review and approval.

Michelle Lujan Grisham
Governor

Bianca Ortiz Wertheim
Cabinet Secretary

P.O. Box 2711
Santa Fe, NM
87502

Kelly Hamilton
Deputy Cabinet Secretary

John Kondratick
Interim State Fire Marshal
Phone (505) 470-1044

DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT

September 28, 2021

Sten A. Johnson
Santa Fe Fire Department
P.O. Box 909
Santa Fe, NM 87504

Mr. Johnson,

The specifications you submitted on September 16, 2021 for the purchase of a new Ambulance at a cost of approximately $153,555.00 have been reviewed and are approved. The Santa Fe Fire Department is authorized to use fire protection fund monies for the purchase of this apparatus. Please be advised that the apparatus **SHALL** comply with **NFPA 1917 Standard for Automotive Ambulances 2019 edition.**
"This letter shall serve as approval to expend fire protection fund monies to finance the cost of the Ambulance. The Santa Fe Fire Department is currently an ISO rating of 2 with a minimum yearly Fire Protection Fund Allocation of $722,554.00.

If there are any changes in the specifications, or waivers presented at any time during the process, this office must approve the changes. If prior approval and authorization is not obtained from this office, the expenditure shall be rendered null and void.

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority {NMFA} at 505-984-1454 to finance the Rescue Pumper. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions, please do not hesitate to contact me at 505-467-9425.

Sincerely,



Derrick Rodriguez
Captain
Fire Service Support Bureau
New Mexico State Fire Marshal's Division

Cc Randy Varela – Deputy State Fire Marshal
file

MEDIX SPECIALTY VEHICLES, INC

Unit #: TBD

DEALER:	**SOUTHWEST AMBULANCE SALES**
CUSTOMER:	**City of Santa Fe Fire Department**
Street or P.O. Box	**200 Lincoln**
City, State, Zip	**Santa Fe, NM 87501**
Customer Contact:	**Sten Johnson**
Sales Associate:	**Bobby Davis**
VIN#:	***To be assigned by MEDIX***

Chassis Model Yr		**2022**
MEDIX Model		**Metro Express 150 Type III**
CHASSIS		**Ford E-350 XL Cutaway, 7.3 L V-8 Gas, 138" WB, 11,500 GVWR**
BODY		**153"L x 94" W x 72" Interior Headroom**
QTY	STD/OPT	Description
1	16-3000-FG	**Chassis & Conversion**
	01-	1
1	STD	Cabinets: Laminated Wood- (Specify Color)
		Color: **GRAY**
1	STD	Upholstery: (Specify Color)
		Color: **Gunmetal** Brand: **EVS**
1	STD	Flooring: Altro Zodiak - Comet
	02-	Body & Chassis
1	STD	All Exterior compartments coated with a light gray rubberized urethan material.
	Note Weld Shop	**See Front Wall print for additional turn light locations.** **NOTE: Opticom will be installed below front 7x3 leds, DO NOT cut out for 7x3!!**
	NOTE Weld Shop	**DELETE STANDARD STATIC VENT OVER THE CURBSIDE ENTRY DOOR TO ALLOW FOR GLOVE BOXES - DO NOT CUT HOLE**
1	STD	Walk-Thru w/Sliding Door. Slides behind driver's seat
1	STD	Fender Flares: Black Rubber
1	STD	Compartment Lights: Optronics ILL36CB LED Compartment lights- ALL Models
		Locate: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5 **in stair chair area**; (; (1) in Compt #6.
1	**99-0835**	**Lights: Compartment, Optronics ILL36CB LED mounted in exterior compartment IATS compartment #3 left hand wall to light area below shelf**
1	**200015-F**	**Air Horns: Buell dual horns through front bumper, momentary switch PN:MX09102 on front console, "Standard" compressor, tank, fittings. Make sure to order (1) 10" and (1) 12" airhorn.** **Specify Location** **Compressor:** **NOTE: Type III Ford E Series Only**
1	STD	Compartment #1 SS Forward: Smooth Aluminum body, ADP interior door panel, O2 "M" cylinder storage for STEEL tank, Door w/rubber socket/nylon ball hold-open.

1	STD	Compartment #2 SS Center: Smooth Aluminum body, ADP interior door panel, Open Storage, Door w/gas strut hold-open **(DELETE STANDARD Seat Belt Strap)**
1	**200280**	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment Specify Location: Compt. #2**
1	**200080**	**Compartment #3: On 153 Body, 3/4 Height, SS Rear, with NO Inside/Outside Access, No shelf**
1	**200280**	**Shelf: Adjustable, Aluminum Diamond Plate, Exterior Compartment Specify Location: Compt. #3 added shelf to be adjustable from Floor to Ceiling.**
2	STD	Rear Entry Doors: Single piece laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels.
1	**STD Modified**	Compartment #4/5 CS Forward: NO body above floor, ADP interior door panel, ALS Cabinet w/ Inside/Outside access, Full-height, single Door **w/rubber socket/nylon ball hold-open, DELETE STANDARD gas strut hold-open DUE TO ALS DESIGN AND TO MATCH LAST TRUCK.** Bottom section smooth aluminum body w/roll-out battery tray w/removable, latching door.
1	STD	Curbside Entry Door: Single piece, laminated smooth aluminum door liner w/stainless steel center panel for black paddle handles; ADP kick panels. Gas strut door hold-open. Smooth aluminum stepwell w/Dri-Dek insert.
1	STD	Compartment #6 CS Rear: Smooth Aluminum, Vertical backboard storage w/2 belts. Door w/ **NYLON STRAP** hold-open.
1	**200100-153**	**Compartment #7: Aft of curbside wheel well on 153 body, IATS. Smooth aluminum body w/rubberized urethane coating, open storage, single door w/rubber socket/nylon ball hold-open (DELETE the gas strut hold-open to match last truck) (1) LED light in ceiling.**
1	**200200A**	**Power Door Locks: All Entry and Compartment Doors, wired to OEM door lock system (Does not include additional lock switches inside module)**
1	**99-0678E**	**Power Door Locks: Stealth Switch, Power Door Lock System, Push Button Switch (Grille bracket: Ford 33-102402) LOCATION: Driver's side front grille**
1	STD	All Entry Door paddle handle and rotary latching components will include emergency door releases located top and bottom of each door and shall meet the FMVSS 206 30G Test Requirement
1	STD	Rear Bumper: ADP corner pods w/ rubber Dock bumper pads, Center grip-strut flip-up step, powder coated steel frame
2	STD	IV Hangers: (2) Cast black rubber fold-down over knee area of Cot and Squad Bench
3	STD	Mirrors, OEM: (1) each cab door, (1) on interior windshield
1	**STD**	**Stainless steel wheel covers w/valve extenders**
4	STD	Stone Guards, lower body corners, ADP
1	STD	Rub Rails, C-Channel, tapered ends, Lower Body off-set mount with neoprene spacers.
2	STD	Running Boards, formed ADP with front splash guards
1	STD	Cast aluminum fuel fill bezel

1	STD	**Insulation: Pink, double sided radiant barrier/acoustic material, installed on curbside and streetside rear wheel wells.**
1	STD	**Insulation: Spray in place foam, FR 2-Part Spray Foam, CP-1000 Kit 200, applied to curbside entry step well and both rear wheel wells**
1	STD	Undercoating: Per QVM Guidelines
	03-	Brake, Turn & Back-Up Lights
1	300010	**Lights: DOT, Brake/Tail, Turn, Back Up: Whelen 700 Series Super LED. (Package PNs: 70BTTC, 70A00TAR, 70C00VCR) ILOS**
1	STD	DOT Marker Lights: TecNiq LED, rubber grommet bezels; (7) S34-AC09-1 Amber- (5) on front of body as Marker lights, (2) side facing on rear extrusions as Turn Signals; (7) S34-RC90-1 Red- (5) on rear of Body as Marker lights, (2) side facing as Turn Signals.
1	300050	**Lights: Turn Arrows, (2) Whelen 700 Series Amber LED with chrome flange on front wall below outboard emergency flasher. PN: 70A00TAR) IATS**
	04-	Electrical, Power Distribution, Control Center & Interior Lighting
1	STD	Battery Switch, Automatic: TST CDR-357. Located in Electrical Cabinet.
2	STD Modified	Antenna, Radio Coax Cable terminated at **front console** w/Power & Ground for each in std. location behind driver's seat- **all ends to have 3-ft tails: (1) Constant Hot & (1) Battery switch Hot (coaxs will run to std. dome #1 and #2 locations)**
8	STD	**Lights: Dome, Whelen LED, 18-diodes w/chrome flange MX80EHZA , switched separately with Hi/Lo functions.**
1	STD	Action Area Light: Whelen PSC0ADCR, 12 VDC LED Strip light, 6 diodes and On/Off switch on rear control panel
1	STD	USB Port: Vanner VSS-USB dual port 2Amp mounted on A/A wall
1	99-0617	**Shoreline: 125 VAC, 20-Amp, Kussmaul SUPER Auto Eject P/N: 091-55-20-120 side wired w/hinged, yellow, weatherproof cover, Located above Compartment #2 on Streetside. Will have to be mounted on a Kussmaul Stainless Steel E-Z mounting plate P/N: 091-185-009 w/indicator light for ease of access. Mating Connector to be shipped loose. ILOS**
1	99-0770	**Inverter: Vanner BRAVO - BRC12-1800SH 1800watt w/battery charger and built in GFI. Remote controlled w/switch in rear panel. ILOS (NOTE: this option does include the Vanner optional remote panel and deletes the GFI in the A/A wall.)** **Location: On ceiling and back wall of Compartment #2, right hand side of compartment - See Photo of last unit 16-3202 / 17-AH3224**
1	400150	**Battery Charger: DELETE STANDARD (when adding Inverter with integral charger)**
1	STD	Timer: 5-minute check-out, wired to CS High mode dome lights

1	99-0994	**Timer: Intermatic FD30MHW 30 minute spring wound rotary style timer w/"HOLD" feature.** **Location: On CS wall by entry door.**
2	STD Modified	12 VDC Outlets: **Delete (1) in Action Area, Move to lower RH corner of Cabinet "A" (for customer to plug in their IV Warmer),** (1) in ALS Cabinet **- the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
1	400020	**12 VDC Receptacle: Cigar style, IATS** **Specify Location(s): Upper RH corner of Compartment #2 on back wall, below the inverter. This 12v outlet will be in a surface mount style box and will be mounted horizontally to the right of the 125v. Outlet. - To be Constant Hot.**
2	STD	125 VAC Outlets, Duplex: (1) in Action Area, (1) in ALS Cabinet-**the ALS outlet will need to be in a surface mount style box due to the divider-track wires on back side of stair chair divider at top.**
2	400100	**125 VAC: Duplex Outlet, IATS** **Specify Location(s): (1) Curbside Wall at foot of Squad bench; (1) located in compartment #2 on back wall below inverter, in a surface mount style box and will be mounted horizontally to the left of the 12v. Outlet.**
1	STD	Breaker Box: 125 VAC w/20-Amp Breaker located behind the driver's seat base. GFI receptacle located on the Action Area wall.
1	STD	Rear Switch Panel: Engraved black plastic panel with (10) LED lighted switch positions for Dome Lights (2), Vacuum (1), Vent (1), A.A. Light (1), Inverter (1), Spare switches and digital clock w/Mode Buttons. MX01517.
1	STD	Front Console: CNC cut, formed, welded and powder coated aluminum attached to floor. PNs: 44-A1-1907 / 44-A1-2339 Switch and siren panels removable for ease of access.
1	99-1356	**Front Switch Panel: To have SWAS Logo - PN MX01565 for Front Switch Panel; Type I and III Units only.**
1	STD	Electrical Cabinet: Located over walk-thru w/latching, recessed, vented door
1	99-1558	**Lights: Spotlight, 300,000 CP handheld, hard wired, with momentary On/Off switch, located in cab. Able 2 PN: 06-300**
	05-	Warning Lights & Siren
1	STD	**Lights: Warning, Whelen LED EMERGENCY Lighting Package- Ford, Chevy Type I and Type III- Models ONLY.** **NOTE: Does not include LED Scene or Load Lights on 166 Model Only. RP-90ES/MR and 153 Load LED Load Lights STD.**
		All LED lights shall have CLEAR Lenses. All emergency and scene lighting shall have chrome flanges in standard locations.

	MODIFIED	**Front of Body: Add (8) Whelen 700 Series Super-LEDs- Specify pattern by LED Color (6) Red and (2) White: R/R/W/R/R/W/R/R. Outer (2) RED lights and the (2) WHITE lights flash on K-Spec flasher. Inner (4) RED flash independently on Light Bar switch on front console.** **Note: See option below for additional 700 series white led.**
1	99-1380	**Lights: Warning, (1) Whelen 700 Series White Super LED 70C02FCR, IATS** **Must specify location: ON FRONT WALL -SEE PATTERN ABOVE**
		Sides of Body: (4) Whelen 900 Series Red Super-LEDs: (2) each side in upper corners
		Rear of Body: (4) Whelen 900 Series Red Super-LEDs: (2) in upper outboard corners, (2) Mid-Body wired as Warning/Brake at the window level; (1) Whelen 600 Series Amber Super-LED in the center position over the rear doors.
	STD Modified	**Brake, Turn & Back-Up Lights: Whelen 700 Series LEDs**
		Lights, Warning, Intersection Lights: (2) Whelen 700 Red Series Super-LEDs on front fenders
2	STD	Lights, Warning, Grille: LINZ6R Red LED w/clear lenses & chrome flanges on center grille bar
1	500210	**Lights: Warning, (2) Whelen 700 Series Red Super LED 70R02FCR w/ clear lens and chrome bezel 7EFLANGE, IATS above rear wheel wells as rear intersection lights. Wire to Primary circuit only.**
4	STD	**Lights: Scene, Whelen 900 Series Halogen with flange included - (2) Each Side of Module**
2	STD	**Lights, Load: Whelen 600 Series LED 6SC0ENZR, (2) on rear**
1	99-0106 Modified	**Scene Lights: Front AND Rear side scene lights ON in Reverse; requires additional relay**
1	99-0706	**Lights: Warning, GTT 794H LED Opticom Emitter (Supplier P/N: 151-794H) (NO on/off switch in front console). WIRE TO ON IN PRIMARY. Must be wired to de-activate when the vehicle is in park/neutral.** **Location: Front of Body centered below the (8) 7x3 LEDs**
1	STD	Flasher- For Warning Light System, Vanner 9860GCPE
2	STD	Siren Speakers: Dual 100-watt drivers mounted through front bumper
1	STD	Siren- Whelen 295 SLSA1, 200 Watt
1	99-0354-FE	**Siren: Whelen Low Frequency "Howler" w/HWLRB4 bracket for Ford E-Series**
1	99-1920	**Light, Scene/Load: (2) Whelen PSL1P Single Panel, low profile swivel mount SlimLine Series LED flood lights with separate switch labeled "Front Flood" MX09212.** **Location: FRONT GRILLE AREA, MOUNTED TO TOP OF FRONT BUMPER, ANGLED A LITTLE OUTBOARD IF POSSIBLE.**
	06-	Oxygen, Vacuum & Miscellaneous Items

3	STD	Oxygen Outlets: Quick-connect style, (2) in Action Area, (1) over Squad Bench **(O2 outlet will be installed on CURBSIDE wall this time.**
1	**STD Modified**	Suction Aspirator System: **DELETE STANDARD Rico disposable container w/gauge and quick-connect**; GAST vacuum pump mounted **on ceiling of Compartment #2, to the left of the inverter.**
1	**99-0639**	**Suction System: SSCOR wall mount aspirator system with gauge/regulator, SS cannister holder. ILOS DO NOT INSTALL CANISTER & BRACKET - SHIP LOOSE** **Locate: Gauge & Vac outlet on Action Wall panel below the switch panel- ILOS-to make room for the lifepak monitor on the far left hand side of action area countertop**
1	STD	Oxygen Cylinder Retention: For "M" cylinder, black steel w/3-spring buckle straps and top collar, located in Compartment #1
1	STD	O2 Regulator, Amvex, 50psi, pre-set
1	**600070**	**Oxygen: Electric O2 with manual bypass and switch mounted on A/A panel**
	07-	**AC/Heat**
1	STD	HVAC System: High capacity Free Blow combination Heat-AC system and thermostat control in Action Area. HVAC unit is mounted in bulkhead at top of ALS
1	**STD**	**Thermostat: Digital, A.C.C. PN-27058742A digital thermostat installed on A/A wall ILOS**
	08-	**Cabinets, Hardware & Miscellaneous Items**
1	STD	Main Streetside Wall Cabinets: Specify desired configuration-
1	**STD**	**Full Wall of Cabinets**
		Main Wall Cabinets will have (1) adjustable shelf in each and sliding polycarbonate doors with full height extruded handles. See Prints for Configuration.
1	STD	Action Area Overhead Cabinet: Single cabinet full-height/full-depth of Action Area with sliding polycarbonate doors and full height extruded handles.
1	**STD Modified**	Action Area and Switch Panel: Laminated, sealed countertop and vertical panel with Suction system **collection canister TO BE SHIPPED LOOSE**, Vacuum gauge, (2) Oxygen outlets, **(1) Bypass**, (1) USB, (1) 12VDC Outlet, (1) 125VAC Outlet and digital Thermostat. Switch panel MX01517 includes (10) switch positions and digital clock w/Mode Buttons.
	NOTE-special CNC	**Move all components on the Action Area panel as far forward (to the right) as possible. Customer requires space for LifePak 12 in left hand area vacated by Suction System. See Print E, photo of previous unit 17-AH3224**
1	**99-1369**	**Defibrillator Mount: Monitor mount backer plate installed below rear of main action area countertop. PN: 33-10-2292 - 15" x 28" x .25" aluminum plate** **NOTE: Start plate at left end/wall of countertop**
2	STD	Bulkhead Wall Cabinets: Electrical Cabinet above walk-thru w/hinged, latching, vented door.

2	STD Modified	Bulkhead Cabinets: Upper cabinet- general storage w/hinged, latching door; Lower cabinet- general storage w/hinged, latching, vented door and location for inverter and LOCATE vacuum pump on ceiling of Compartment #2 ILOS
1	99-0184	ALS Cabinet: Stair chair storage with access thru exterior compartment door. ALL OPEN. Fixed divider 10" from bulkhead wall for Stair Chair storage; cut divider 7" back from exterior door opening; (3) adjustable wood, half-shelves on patient compartment side of divider, shelves to have chamfered ends on door side and HD edge trim- See Print and photos of previous unit 17-AH3224. Requires deleting of the gas-strut hold-open and using the ball socket hold-open on the exterior door.
1	800080	Cargo Net: Quick-release mounted top to bottom in ALS cabinet w/ (3) open shelves
1	99-0214	A-Bar: WITH Sharps/Waste Holders, 15" Wide; .250" Mounting plate. Requires squad bench assembly print different than standard. NOTE: 153 Models Only
1	99-2151	Drug Box: Locking cabinet over FOOT of Squad Bench. Wood door will be hinged on the left side and will have a locking ROUND, SouthCo latch and lanyard hold-open.- See Print. Reference unit 17-AH3224. NOTE: INSTALL CURBSIDE PAD AT CEILING BEFORE MOUNTING THIS CABINET. CABINET NEEDS SPACED OUT FROM WALL LIKE PREVIOUS TRUCK.
1	OPT	Head Pad, 1" Thickness Locate: Vertical face of head pad over Curbside Entry Door SAME AS UNIT 17-AH3224, ILOS pad
1	STD Modified	**Squad Bench:** (Box out around compartment #7 inside squad bench)
	1	Full length hinged lid w/TriMark latch for access to interior storage
	2	Shortened length upholstered seat cushion DELETED Sharps/Waste Area; formed upholstered back rest cushions and head pad for each seated position. FULL LENGTH CUSHION
	3	(2) EVS V-4 Belted seating positions w/progressive foam back and head pads and (3) short bottom straps for 2nd Patient restraint
	4	Stainless steel trim on lower face.
1	DEL	DELETE STANDARD Sharps/Waste: Drop-in style w/Red polycarbonate HDPE hinged lid with standard containers, located at head of squad bench.
	NOTE	Deleted static vent on curbside above side entry door due to interior glove boxes
1	99-0798	Glove Box Holders: (3) w/hinged, black 11ga steel powder-coated door, above Curbside Entry Door
1	99-1058	Seating: EVS Technician's Seat w/Child Restraint System, Rear facing automotive style chair with 4Pt seat belt mounted on Standard Steel Base- ILOS 4Pt seat.
1	STD	Rear Overhead: Vinyl wrapped foam header over rear doors.
1	STD	Assist Rail, 1.25" Dia. S.S. overhead off-center toward Streetside of unit.

3	STD	Grab handle- stainless steel, mounted on each rear entry and curbside entry door
9	STD	Reflective Striping, Door Open Protection: .50" Red reflective striping around interior door pan of all body doors.
	09-	Cots & Miscellaneous Items
1	99-0878	Cot Mount: Stryker Performance Load (6392EMS001) with inductive charger and floor plate (153, 166 & 170 Only). Mounting Location: SIDE MOUNT
2	99-2168	Placard: 9.875" x 9.9375" x .125" aluminum placard sign, painted RED to match module. Install 3 pieces of painted extruded j-rail (2 sides and 1 bottom) to provide slide in mounting for placard. Backer plate for J-rail to install on is 10" x 10". See print # 33-106069 for backer and # 33-106070 placard plate. Locate: (1) on front wall and (1) on rear wall per prints.
	10-	Paint & lettering
1	1000084	Paint: Type 3, Body and Chassis, Custom Color Color: American LaFrance Red (Pierce #80) Color Code: PPG 917805 FBC Configuration: All of cab and module to be red. NOTE: Requires Paint Color and Code Prior to submitting order. Paint spray samples must be approved prior to scheduling.
1	OPT	Grayson Graphics to supply and install graphics package per Santa Fe specifications - see quote
1	1000100	Roof Star ONLY, INSTALLED
1	99-1098	Windows: Privacy tint, dark vinyl applied to all three entry module entry door windows. NOTE: Module application only.
		SHIP LOOSE
2	STD	5 lb. Fire Extinguisher- Ship Loose
2	99-1667	Portable O2 Bracket: (1) CPI OA1201-D-1 strapless oxygen bottle holder w/mounting plate, for (1) "D" cylinder. SHIP LOOSE
	NOTE	SHIP LOOSE SSCOR Suction Canister

TOTAL ORDER $153,555.00

I have reviewed this Order and find it to be acceptable and ready to build.

_____ **Date:** _____
Dealer Signature

I have reviewed this Order and find it to be acceptable and ready to build with the addition of the attached, approved changes.

_____ **Date:** _____
Dealer Signature

Due to on-going product improvements and the changing requirements of the ambulance industry, MEDIX Specialty Vehicles, Inc. reserves the right to change product specifications and related products without prior notice and without any obligation to change prior products or parts. ALL PATENTS RIGHTS RESERVED.

CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:	AM10-20	Date Prepared:	10/25/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Santa Fe Fire Department	Contractor:	Southwest Ambulance Sales
Contact Person:	Sten Johnson	Prepared By:	Bobby Davis
Phone:		Phone:	806-336-3949
Fax:		Fax:	
Email:		Email:	bobby@swambulancesales.com

Product Code:	AM20RA10	Description:	MEDIX ME 153 TYPE III

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 103,656.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please See Attached	27,834		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	27834

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Please See Attached	18,565		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	18565

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 14%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	150055	=	Subtotal D:	150055

E. H-GAC Order Processing Charge (Amount Per Current Policy) — Subtotal E: 1000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Delivery/Freight	2500		
		Subtotal F:	2500

Delivery Date:	120-150 Days	G. Total Purchase Price (D+E+F):	153555

Texas Department of Motor Vehicles
MOTOR VEHICLE DIVISION

FRANCHISED MOTOR VEHICLE DEALER

LICENSE NO: A128326

GENERAL DISTINGUISHING NUMBER: P128327 Motor Vehicle

southwest ambulance sales llc
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

EXPIRES: 01-31-2023
PHYSICAL LOCATION:
107 MEADOWVIEW DR
KENNEDALE, TEXAS TARRANT 76060

THIS DEALERSHIP IS LICENSED TO ONLY SELL THE FOLLOWING LINE(S) OF NEW MOTOR VEHICLES:

Custom Fire Apparatus : FT-Fire Truck, MEDIX : AB-Ambulance, Frontline : AB-Ambulance, Gen-T : AB-Ambulance

ADDITIONAL LOCATION(S): For used vehicle sales only

HAVING SATISFIED THE APPLICABLE REQUIREMENTS OF CHAPTER 2301 OF THE TEXAS OCCUPATIONS CODE, CHAPTER 503 OF THE TEXAS TRANSPORTATION CODE, AND THE RULES OF THE BOARD, THE PERSON NAMED ABOVE IS HEREBY LICENSED WITH THE TEXAS DEPARTMENT OF MOTOR VEHICLES, MOTOR VEHICLE DIVISION.

Monique Johnston

Monique Johnston, Interim Director
Texas Department of Motor Vehicles
Motor Vehicle Division

WARNING: PENAL CODE SECTION 37.10, PROVIDES THAT TAMPERING WITH A GOVERNMENTAL RECORD IS AN OFFENSE PUNISHABLE AS A SECOND-DEGREE FELONY.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2021

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 Terry Cauthen 8700 9th Avenue #102 Port Arthur TX 77642	CONTACT NAME: Terry Cauthen PHONE (A/C, No, Ext): (409) 729-2000 FAX (A/C, No): (409) 332-4381 E-MAIL ADDRESS: tcauthen@twfg.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Scottsdale Ins Co		15580
INSURED Southwest Ambulance Sales LLC PO Box 888 Kennedale TX 76060	INSURER B: Scottsdale Ins Co		
	INSURER C:		
	INSURER D:		
	INSURER E: Scottsdale Ins Co		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: SOUT21072810535859 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: X POLICY PRO-JECT LOC OTHER:	Y	Y	CGS5000874	02/08/2021	02/08/2022	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 $ $ $ $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	CGS5000874	02/08/2021	02/08/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
E	Garagekeepers $4,000,000	Y	Y	CGS5000874	02/08/2021	02/08/2022		300,000 Vehicle

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

Sladek Conference Services, Inc., Texas EMS Conference, Texas Exposition Services, and the City of Austin as additional insured.

CERTIFICATE HOLDER

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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DocuSign Envelope ID: D3398F49-F658-4D05-9C30-10B184429DF2

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.
***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to END USERS based on the pricing and terms of this Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of an END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Agreement, including sales to entities without Interlocal Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services an END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.
Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC.**

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER. Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

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Attachment A
Southwest Ambulance Sales, LLC
Ambulances, EMS & Other Special Service Vehicles
Contract No.: AM10-20

R. Medix

**** These Vehicles Can Be Sold Both Inside and Outside Texas ****

A. Ambulance		
AM20RA01	Type II Ford Transit SRH-148 WD	71,295.00
AM20RA02	Type II Ford Transit SRH-148 AL	72,870.00
AM20RA03	Type II Ford Transit SRH-148 SS	77,249.00
AM20RA04	Type II SILVERHWAWK G-3500 EXPRESS	67,484.00
AM20RA05	Type III Metro Express BL90 Ford E-350 DRW	89,355.00
AM20RA06	Type III RP90 ES Metro Express Ford E-350 DRW	93,896.00
AM20RA07	Type III RP90 ES Metro Express Chevy G-3500 DRW	92,568.00
AM20RA08	Type III RP90 MR Metro Express Ford E-350 DRW	93,896.00
AM20RA09	Type III RP90 MR Metro Express Chevy G-3500 DRW	92,568.00
* **AM20RA10**	Type III Metro Express 153 Ford E350 DRW	103,656.00
AM20RA11	Type III Metro Express 153 Chevy G-3500 DRW	101,556.00
AM20RA12	Type III 166 Metro Express Ford E-450 DRW	110,523.00
AM20RA13	Type III 166 Metro Express Chevy G-4500 DRW	107,662.00
AM20RA14	Type III MSVII170 Ford E-450 DRW	120,603.00
AM20RA15	Type III MSVII170 Chevy G-4500 DRW	117,257.00
AM20RA16	Type I Metro Express RP90ES Ford F350- Gas Engine	110,492.00
AM20RA17	Type I Metro Express RP90ES Chevrolet C-3500HD 4x2 Silverado Gas Engine	107,762.00
AM20RA18	Type I Metro Express 153 LTD Ford F350 4x2 Gas Engine	117,002.00
AM20RA19	Type I Metro Express 153 LTD Chevrolet C-3500HD 4x2 Silverado Gas Engine	113,395.00
AM20RA20	Type I Metro Express 153 LTD RAM 3500 4x2 Diesel	122,987.00
AM20RA21	Type I MSV II 157 LTD Ford F450 4x2 Gas Engine	134,106.00
AM20RA22	Type I MSV II 157 LTD RAM 4500 4x2 Diesel	140,627.00
AM20RA23	Type I MSV II 170 Ford F450 4x2 Gas Engine	142,800.00
AM20RA24	Type I MSV II 170 RAM 4500 4x2 Diesel	149,326.00
AM20RA25	Type I Metro Express GPM 153 Ford F350 4x2 Gas Engine	148,607.00
AM20RA26	Type I Metro Express GPM 153 Chevrolet C-3500 HD 4x2 Gas Engine	144,958.00
E. Remounts (See Section B, p. 8 Items 17-20 for specifics regarding "Remount" pricing)		
AM18RE01	Remount on chassis - Ford F350 Type I	100,321.00
AM18RE02	Remount on chassis - Ford F450 Type I	110,591.00
AM18RE03	Remount on chassis - Ford E350 Type III	83,948.00
AM18RE04	Remount on chassis - Ford E450 Type III	88,762.00
AM18RE05	Remount on chassis - Chevrolet C3500 Type I	99,082.00
AM18RE06	Remount on chassis - Chevrolet G3500 Type III	83,220.00
AM18RE07	Remount on chassis - Chevrolet G4500 Type III	87,235.00
AM18RE08	Remount on chassis - RAM 3500 Type I	92,850.00
AM18RE09	Remount on chassis - RAM 4500 Type I	124,200.00

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FORM H - MARKETING	Invitation No.: AM10-20
Offeror Name:	Southwest Ambulance Sales, LLC

Bidder shall provide a written narrative explaining in some detail activities that will be undertaken to actively market and promote an H-GAC contract to local government and non-profit End Users.

MEDIX Specialty Vehicles/Southwest Ambulance Sales has an extensive book of business. Our team of experienced Sales Professionals combined sell over 200 units per year, many of which are local government and non-profit entities. We will actively market H-GAC to appropriate intities using: Onsite demo inservices, trade show interactions, and use of our online resources. Online tools include but are not limted to Facebook, YouTube, Instagram, Twitter, ETC.

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Southwest Ambulance Sales, LLC, hereinafter referred to as the Contractor, having its principal place of business at 621 East Kennedale Parkway, Kennedale, TX 76060.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES
The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD
This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING
Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS
If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE
Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS
Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT
Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS
The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Southwest Ambulance Sales, LLC

Signature: Bobby Davis
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Name: **Bobby Davis**

Title: **Regional Sales Manager**

Date: **10/20/2020**

H-GAC

Signature: DocuSigned by:
82EC27005D81423...

Name: **Chuck Wemple**

Title: **Executive Director**

Date: **10/21/2020**

Ambulance Bid Specifications
City of Santa Fe Fire Department
Santa Fe NM

EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

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Ambulance Bid Specifications
City of Santa Fe Fire Department
Santa Fe NM

EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

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27.0 REFERENCES AND STANDARDS

APPENDIX STANDARD MODEL DRAWINGS

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Ambulance Bid Specifications

EMERGENCY MEDICAL VEHICLE – Type III Ford E350 138"WB 4x2 Gasoline 153" Module

SCOPE & GENERAL REQUIREMENTS

This specification describes a commercial cab/chassis with a transferable modular body converted into a Type III, 4x2 ambulance configuration as defined in the FEDERAL SPECIFICATION FOR STAR-OF-LIFE AMBULANCE, KKK-A-1822F, dated August 1, 2007 and NFPA 1917. Unless otherwise specified, this vehicle shall be manufactured in accordance with the ambulance design criteria of the National Highway Traffic Administration, U.S. Department of Transportation in Washington D.C and the GSA - Federal Ambulance Specification KKK-A-1822F and NFPA 1917. Documentation shall be submitted with the bid that validates the manufacturer's current and full compliance with NFPA 1917 and KKK-A-1822F or submits proof of the manufacturer's intent to have this testing completed prior to delivery of the proposed new ambulance. The ambulance described herein shall be type and model tested to and in compliance with the National Truck Equipment Association's Ambulance Manufacturing Division, Standards 001 - 025. Certifications must be current to manufacturer's most recent manufacturing/engineering design criteria.

The standard for the configuration and design of this ambulance exceeds the current KKK Federal Specification, NFPA 1917 due to the requirements of this department. Manufacturers, who are unwilling or unable to meet the requirements herein, will not be considered.

The purpose of these specifications is to provide a set of minimum general requirements and test parameters for the manufacture of an emergency medical care ambulance that meets the needs and desires of this agency. The bidder is responsible for understanding that this specification establishes the essential criteria for design, performance, equipment and appearance of the ambulance or rescue vehicle. This specification requires an all-aluminum modular exterior. The compartment and cabinet sizes are critical and changes will not be allowed. While it is not the intent of this specification to preclude any qualified bidder, it must be clear that any bidder deviating in any substantial manner from these specifications will be rejected as non-compliant.

Does Your Bid Comply? Yes ✓ No ____

This specification requires the manufacturer to provide a new, commercially produced, medical care vehicle, hereinafter referred to as an "ambulance" or "rescue vehicle". This vehicle shall be manufactured in accordance with the ambulance design criteria of the

National Highway Traffic Administration, U.S. Department of Transportation in Washington D.C and the GSA - Federal Ambulance Specification KKK-A-1822F and NFPA 1917. Documentation shall be submitted with the bid that validates the manufacturer's current and full compliance with KKK-A-1822F and NFPA 1917. NO Exceptions

1.0 MANUFACTURER

1.1 Shall be a modified vehicle upfitter approved by the OEM chassis manufacturer whose chassis is used to complete this Specified vehicle. Additionally, the manufacturer shall hold current certification in the Ford Motor Company Qualified Vehicle Modifier Program, and shall submit a copy of the QVM certificate as part of the bid proposal. This certification insures the integrity of the "conversion" of a vehicle into an ambulance regardless of chassis make.

1.2 Shall submit a copy of current certification of compliance with Federal Specification KKK-A-1822F for the type vehicle described herein, as prepared by an ISO/IEC 17025:2005 certified, independent, third-party testing laboratory.

1.3 Shall carry not less than ten million dollars ($10,000,000.00) in product liability insurance.

1.4 Shall employ full-time Parts personnel.

1.5 Shall employ a full-time Electrical Troubleshooter.

1.6 Shall employ a full-time Service/Warranty Representative.

1.7 Shall furnish custom Computer Aided Design (CAD) interior and exterior construction drawings specific to the vehicle to be produced under this Specification. Drawing dimensions must comply with AMD Standard 019- Measuring Guidelines: Cabinets and Compartments

1.8 Shall furnish custom CAD electrical illustrations (including physical layouts of switch panels and electrical component mounts) and electrical schematics specific to the vehicle to be produced under this Specification.

1.9 Shall furnish proof of manufacturing complete ambulance packages for a minimum of 15 years.

Does Your Bid Comply? Yes ✓ No ____

The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified. The ambulance shall be complete with the required options and accessories as specified herein. Items will be furnished with such modifications as may be necessary and specified to enable the ambulance to function reliably and efficiently in a strenuous, sustained operation. The design of the vehicle and the specified options shall permit

accessibility for servicing, replacement and adjustment of components and accessories with minimum disturbance to other components and systems. The term "heavy-duty" as used, shall describe equipment or items that are in excess of the usual quality or capacity that is normally supplied with standard production vehicles or components.

This department requires that the manufacturer of the ambulance be a 100% American owned company. American owned defines the manufacturer as well as the majority equity owners of the manufacturer as US companies, individuals and/or stockholders.
The ambulance and the allied equipment required by this specification shall be the manufacturer's current commercial ambulance model of the type and class specified.

Does Your Bid Comply? Yes ✓ No ____

The bidder shall be obligated to provide an estimated delivery time from award of bid and a selection of flooring, upholstery and Scotchlite colors for the customer to make the appropriate selections. These color selections shall become a part of the customer's order and the bidders manufacturing document.

Does Your Bid Comply? Yes ✓ No ____

This is an engineer, design, construct and delivery type specification and it is not the intention of this agency to write out vendors or manufacturers of similar or equal equipment of the types specified. It should be noted, however, that this specification is written around specific needs of this agency. With the intent to standardize certain components, therefore, in numerous places we have named specific brands of components. This has been done to establish a certain standard of quality. Other brands will be accepted providing the vendor provides documentation in the bid that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

Does Your Bid Comply? Yes ✓ No ____

Bidder must furnish all information as requested. Additionally the bidder shall supply descriptive literature and complete specifications covering the products offered. Bids not meeting this requirement will be rejected. No Exceptions.

Does Your Bid Comply? Yes ✓ No ____

All bid prices shall be complete and include warranty and delivery of the completed vehicle to the purchaser. Payment shall be made in accordance with the terms, and conditions of these specifications. Payment will be made upon delivery and acceptance of the vehicle(s) and equipment specified herein.

All bid prices and conditions must be specified on the Bid Proposal Form. Bid prices shall be valid for 30 days from the date of the bid opening, or as otherwise specified in the bid proposal. Payment in full will be made as each unit is received, inspected and found to comply with these specifications. The vehicles(s) shall be free of damage and properly invoiced.

Does Your Bid Comply? Yes____ No ____

By submission of this signed bid response, the bidder certifies under penalty of perjury, that to the best of his/her knowledge that the pricing in this bid response has been prepared independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such pricing with any other bidder or competitor. The bidder also acknowledges that the pricing quoted has not been discussed with or disclosed by the bidder prior to the opening of the bid, either directly or indirectly.

Does Your Bid Comply? Yes✓ No ____

The bidder's proposal packet shall include a copy of the ambulance manufacturer's current insurance certificate. The manufacturer shall provide proof of $10 Million dollars of product liability insurance coverage. No Exception.

Does Your Bid Comply? Yes✓ No ____

The bidder's proposal packet shall include copies of all warranties listed in these following detailed specifications. The minimum acceptable required warranties are: Conversion Warranty, Electrical Warranty, Modular Structural Warranty and Paint Warranty. The bidder shall include a copy of these warranties within the proposal package. If the bidder does not include a copy of the warranties, the bid will automatically be rejected.

Does Your Bid Comply? Yes✓ No ____

2.0 CHASSIS

2.1 TYPE III AMBULANCE: The apparatus shall be a Type III, Class 1, 2-door, current year model Ford E350 4x2 Chassis Cab with a transferable, modular ambulance body.

Does your bid comply? Yes✓ No____

2.2 AMBULANCE CHASSIS: The chassis provided shall be equipped with an ambulance preparation package designed and installed by the O.E.M. The package shall be designed to meet the demands and duty cycles inherent in Emergency Medical Vehicles.

Does your bid comply? Yes✓ No____

2.3 THROTTLE – HIGH IDLE: An O.E.M. throttle control shall be provided. The throttle shall be programmed for charge protect. The throttle control module shall be located in the console base.

Does your bid comply? Yes✓ No____

2.4 GROSS VEHICLE WEIGHT RATING (GVWR): The GVWR of the chassis supplied shall be 11,500 pounds. **Labeling for height and GVWR will be posted in drivers view**

Does your bid comply? Yes✓ No_____

2.5 FRONT AXLE WEIGHT RATING (GAWR-F): The GAWR-F shall be rated at no less than 5,000 pounds.

Does your bid comply? Yes✓ No_____

2.6 REAR AXLE WEIGHT RATING (GAWR-R): The GAWR-R shall be rated at no less than ,000 pounds.

Does your bid comply? Yes✓ No_____

2.7 REAR AXLE TYPE AND RATIO: The axle type shall be limited slip differential with a 4.10:1 gear ratio.

Does your bid comply? Yes✓ No_____

2.7 A REAR SUSPENSION: The chassis shall be equipped with OEM.

Does your bid comply? Yes_____ No_____

2.8 ENGINE: A 7.3L gas engine with 300HP and 457 ft-lb torque shall be provided. The engine performance shall comply with or exceed KKK-A- 1822F and AMD Standards 005- 12-Volt DC Electrical System Test, 014- Engine Cooling System Test, 017- Road Test and 022- Cold Engine Start Test. It shall be equipped with an engine hour monitor display in the OEM instrument cluster

Does your bid comply? Yes✓ No_____

2.9 TRANSMISSION: A - 6-speed TorqShift, Select Shift Overdrive with Tow/Haul mode that is electronically controlled shall be provided.

Does your bid comply? Yes✓ No_____

2.10 BATTERIES/ALTERNATORS: The chassis shall be equipped with dual battery option with batteries mounted to provide easy access for servicing. The batteries shall be at least 750 CCA, 78-Amp Hr. each. The chassis shall also include a 47A OEM Ambulance Prep Package.

Does your bid comply? Yes✓ No_____

2.11 BRAKES: 4-wheel anti-lock, power assisted hydraulic brakes shall be supplied by the O.E.M. The brakes shall be 4-wheel Disc type. The parking brake shall be an independent mechanical brake, provided by the O.E.M. An exhaust brake shall be an integral part of the OEM chassis exhaust system.

Does your bid comply? Yes✓ No_____

2.12 TIRES: All tires shall be identical make, tread type, size and load range. For afore mentioned GVWR the tires shall be LT225/75R16E. A label with the recommended tire pressure shall be located above each wheel opening, unless specified otherwise by the purchaser. All tires shall be balanced per KKK-A-1822F 3.6.10. Chassis is equipped with a tire pressure monitoring system.

2.13 STAINLESS STEEL WHEEL INSERTS: Stainless Steel Wheel Inserts shall be installed. Both rear wheels shall have braided valve extenders installed. Wheel inserts shall not be attached to the wheels utilizing the OEM lug nuts.

Does your bid comply? Yes✓ No_____

2.14 MUD FLAPS: Heavy duty rubber Mud Flaps shall be provided behind the rear dual wheels and **incorporated in the front running boards**

Does your bid comply? Yes✓ No_____

2.15 SPARE TIRE: One (1) spare tire and wheel assembly shall be supplied. When the tire is to be carried on the unit, the tire hold down and O.E.M. jack and tire tools shall be provided with the spare.

Does your bid comply? Yes✓ No_____

2.16 OCCUPANT RESTRAINT SYSTEM: The front, forward facing cab seats shall be equipped with O.E.M. installed Type II lap and shoulder belt assemblies.

The seat belts shall have pre-tensioners built into the seatbelt assembly to take up belt slack during a frontal collision. The seat belt assemblies shall meet or exceed F.M.V.S.S. 208 and 209. Any transition trim panels installed in the cab shall not interfere with the swivel arc of the shoulder rings.

Does your bid comply? Yes✓ No_____

2.17 SUPLEMENTAL RESTRAINT SYSTEM: An O.E.M. air bag shall be installed on the driver and passenger side. Permanent or quick release ambulance conversion components shall not interfere with air bag deployment. The air bags must be completely operational. Modifications by the secondary manufacturer are not acceptable.

Does your bid comply? Yes✓ No_____

2.18 FUEL TANK: The fuel capacity shall be at least 40 U.S. gallons. The fuel range shall be at least 250 miles per KKK-A-1822F 3.4.8.

Does your bid comply? Yes ✓ No_____

2.19 CAB SEATS: O.E.M. High back, stain-resistant cloth covered bucket type seats shall be provided in the cab. The seats shall adjust forward and aft. Seat base must be O.E.M. After-market seats and/or bases are not acceptable due to certified requirements regarding S.R.S. (Air bag) deployment geometry. The seats shall be moisture repellant in case of contact with blood or body fluids.

2.20 CAB STEREO: An O.E.M. AM/FM/CD in dash radio shall be included with the chassis.

Does your bid comply? Yes ✓ No_____

2.21 MIRRORS: Dual, OEM telescopic heated/remote control mirrors with built in convex mirror shall be provided.

Does your bid comply? Yes ✓ No_____

2.22 DOOR LOCKS: The cab doors shall have O.E.M. power door locks. An OEM momentary rocker type switch shall active (Lock/Unlock) both cab doors.

Does your bid comply? Yes ✓ No_____

2.23 TRIM PACKAGE: The highest level trim package shall be supplied from the O.E.M. The package shall include high quality chrome-like bright work on the grille face. Chrome plated steel bumper(s) shall also be supplied by the O.E.M. Argent or painted bumpers are not acceptable. The O.E.M. grille work shall remain O.E.M.

Does your bid comply? Yes ✓ No_____

2.24 RUNNING BOARDS: Running boards shall be constructed of .125 aluminum diamond plate and provide "splash guard" components to protect the running board surfaces from front wheel wash. The running boards shall be CNC cut, formed and punched with a computer-generated pattern designed to provide a skid resistant step surface. The splashguards and support members shall be fully welded and undercoated.

Does your bid comply? Yes ✓ No_____

2.25 UNDERCOATING: Chassis and module shall be fully undercoated in accordance with the chassis manufacturer's guidelines.

Does your bid comply? Yes ✓ No_____

2.26 WINDSHIELD SUN VISORS: OEM, stain resistant cloth covered sun visors shall be installed over the driver's and passenger's sides of the windshield.

Does your bid comply? Yes✓ No_____

3.0 MODULE CONFIGURATION

3.1 OVER ALL LENGTH: The overall length of the vehicle shall not exceed two hundred fifty six inches (256"). The finished vehicle shall meet or exceed KKK-A-1822F 3.4.10.4 for Angle of Departure, Ramp Break Over and Angle of Approach.

Does your bid comply? Yes✓ No_____

3.2 MODULE LENGTH: The module length shall be at least one hundred fifty three (153") inches.

Does your bid comply? Yes✓ No_____

3.3 MODULE WIDTH: The module width shall comply with State requirements regarding width of vehicles permitted on its roads and highways. The module shall be ninety-four (94") inches wide, excluding lights and accessories. The rear wheels of the chassis shall not extend further than 2.5" from the vertical sidewall and be covered by fender flares as cited in Item 10.5 of this Specification.

Does your bid comply? Yes✓ No_____

3.4 PATIENT COMPARTMENT HEADROOM: The headroom within the module shall be seventy (70") inches. The measurement shall be taken from the center of the patient compartment floor to the ceiling panel.

Does your bid comply? Yes✓ No_____

3.5 BULKHEAD CONFIGURATION: The bulkhead shall be a solid wall broken only by a 17"W x 14"H rough pass-thru opening. There shall be a sliding Lexan window of at least 150 square inches of viewing area. The window shall be transparent and shatterproof.

Does your bid comply? Yes✓ No_____

3.6 COMPARTMENT CONFIGURATION: The minimum compartment dimensions are shown in the CAD drawings attached to the Specification.

Does your bid comply? Yes✓ No_____

3.7 SPARE TIRE STORAGE: A full size, fully inflated spare tire matching the wheels and tires mounted on the chassis shall be shipped loose. An O.E.M. jack and tire tools shall also be provided and shipped loose.

Does your bid comply? Yes_____ No_____

4.0 MODULE CONSTRUCTION - GENERAL

The ambulance body shall be all aluminum. The body structure shall be manufactured by the OEM ambulance manufacturer, not an outside vendor. This Agency will not accept bids from ambulance manufacturers that sub-contract the manufacture the ambulance body being bid.

Does your bid comply? Yes✓ No_____

4.1 BODY STRUCTURE ALLOY: The side, front and rear aluminum skin shall be .125" x 5052-H32 aluminum sheet. The roof sheet shall be one piece .090" x 5052-H32, from roof rail to roof rail. The side structure and structural shapes shall be extruded 6061-T6 aluminum. The ambulance supplier represented in this bid is required to be the manufacturer of the modular body: this agency will not accept bids from ambulance manufacturers that sub-contract the ambulance body build process to an alternate supplier.

All frame and structural members shall be MIG (metal inert gas shielded) welded together to form a "roll cage" type structure. No rivets, screws, adhesive or other mechanical fasteners shall be used for the attachment of any structural or frame member used to form this critical structure.

Does your bid comply? Yes✓ No_____

4.2 BODY WARRANTY: The body shall carry a 15-year warranty following the date of delivery to the end user. The warranty shall cover repairs or replacement of body elements or components that fail due to structural defects in materials and workmanship. "Life Time Warranties" shall not be acceptable, unless the protection coverage is CLEARLY specified and attached in its entirety, with the bid. Hollow, no content and/or unclear "Life Time Warranties" are not acceptable.

Does your bid comply? Yes✓ No_____

4.3 STRUCTURAL INTEGRITY: The body shall be capable of providing impact, deformation and penetration resistance in the event of a collision. The body structure shall be capable of passing a stand-alone static load test on a type-tested body. The test shall be conducted in accordance to AMD Standard 001. The test weight shall be applied at no less than 2.5 times the curb-weight of the finished vehicle to both the top and either the streetside or curbside of the ambulance module.

Does your bid comply? Yes✓ No_____

4.4 BODY PANEL MANUFACTURE: Each body panel, front wall, rear wall, two side walls, and roof panel, shall be manufactured utilizing .090" aluminum sheet, 2"x2"x.125" and 1"x2"x.125" 6061-T6 extruded structural aluminum framework with voids between the tubular structure filled with 2" thick block polystyrene and covered

with .125" laminated Luan. These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

The four vertical corners shall be configured so that the actual corner wall extrusions overlap allowing the wall sections to have full, vertical seam welds outside. This offset will also allow for the four vertical corners to be stitch-welded in 5" – 6" increments every 5" along the full vertical contact point inside.

Similarly, the four sidewall structures at the roofline shall be full seam welded around the entire horizontal perimeter of the roof and stitch-welded in 5"-6" increments every 5" around the full horizontal perimeter inside. Four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .090" extruded aluminum, radius corner extrusion welded at the corner caps and bonded with Lords 406-17 acrylic adhesive creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal and to reduce the possibility of paint breaks and resulting corrosion.

Does your bid comply? Yes ✓ No_____

4.5 MODULE INSULATION: The insulation material installed in the walls and ceiling shall be 2" thick, 1-lb. high density block foam insulation. The material shall be cut so that it fits securely between the structural wall members and will be installed with a full urethane coating along both sides of the material to provide a permanent bond between the outer wall skin and the interior liner. The front, side, rear and roof wall panels will be filled providing full wall insulation.

Does your bid comply? Yes ✓ No_____

4.6 REMOUNTABLE: The body shall be designed to be remounted to like chassis with same cab-to-axle dimensions.

Does your bid comply? Yes ✓ No_____

4.7 WELD QUALITY: All welds within the modular body shall meet American Welding Society codes for structural and sheet welding. All weld sites shall be cleaned prior to welding. All welds shall be free of cracks, cavitations, oxidation and foreign substances. All MIG welds shall be shielded with Argon, during the process.

Does your bid comply? Yes ✓ No_____

5.0 FLOOR CONSTRUCTION

5.1 FLOOR MEMBERS: The floor shall be at the lowest level permitted by clearances and shall meet the floor height requirements of KKK-A-1822F, 3.4.10.6. The floor structure shall consist of 2" x 2" x .250" and 2" x 2" x .125" primary and 1" x 2" x .125" 6061-T6 secondary structural aluminum tubing. The finished assembly shall be full length welded to the wall structures at all contact points above and below the side, front and rear walls. There shall be .50" aluminum plates welded into the floor structure to facilitate mounting of the Technician's seat base and the cot retention hardware. The floor weight bearing capability shall be compliant with AMD Standard 020- Floor Distributed Load Test, S4.3 Bariatric Load.

Does your bid comply? Yes ✓ No_____

5.2 MOISTURE BARRIER: Over the floor substructure there shall be applied a moisture barrier of .060 inch thick aluminum skin. This skin shall be attached to the floor structure by a full bed application of a high performance elastomeric adhesive/sealant. This adhesive bed shall be adequate to eliminate any material vibration and to completely seal the patient compartment from fumes and moisture penetrating the interior.

Does your bid comply? Yes ✓ No_____

5.3 CARBON MONOXIDE PROTECTION: To prevent carbon monoxide penetration into the patient compartment, it is imperative that the entire underside of the modular body be sealed. All hollow corner structural materials shall be sealed with either expansion moisture resistant, closed cell foam or sealed metal plates. This completed vehicle shall be compliant with AMD Standard 007- Patient Compartment Carbon Monoxide Test. CO2 monitor will be installed in patient compartment

Does your bid comply? Yes ✓ No_____

6.0 SIDE STRUCTURE

SHEET: The skin covering the front, sides, and rear walls shall be a single aluminum sheet with an alloy and temper strength of 5052 H32 for strength, ease of welding, and corrosion resistance. Modular bodies fabricated from "multi-piece" front, rear or side skins are not acceptable to this agency.

These panel components shall be integrated utilizing high strength adhesives. The aluminum sheet shall be attached to the wall structure with a Methacrylate adhesive with at shear and tensile strength of approximately 2,215 psi and a tensile modulus of 157,090 psi. The block foam and ply shall be attached with a urethane adhesive with a minimum tensile strength of 300 psi. The entire assembly shall be vacuum cured to form a solid, penetration resistant composite body panel. In no case shall screws, rivets, VHB tape or any other mechanical fasteners be used to attach the skin to these structural members.

Does your bid comply? Yes ✓ No_____

6.1 SIDE STRUCTURAL MEMBERS: The side assembly shall be reinforced vertically with extruded square aluminum structural tubing a minimum of sixteen (16) inch centers. These structural members shall be 2" x 2" x .125" 6061-T6 structural aluminum tubing. To minimize the possibility of the extrusion bending, twisting or suffering other deformation when stressed, the extrusion shall be designed that each boxed formed corner extrusion on the sides, front, rear, and roof overlap the opposing extrusion, thus allowing for full length vertical welds on the entire outside of the body and interval welds on the inside of the body. There shall be .50" aluminum plates welded into the curbside and streetside wall structure to facilitate the mounting of a V-4 4-point harness restraint system. Each harness restraint system/seating position along the curbside or streetside wall shall be pull tested to 6,000 pounds. These structures shall be MIG welded together to form the body's roll cage and corner impact protection.

Does your bid comply? Yes ✓ No_____

6.2 CORNER SIDEWALL ASSEMBLY: The four full-welded vertical corner seams and four full-welded horizontal roof seams shall be covered with .125" extruded aluminum, radius corner extrusion bonded with Lord's 406-17 acrylic adhesive with a tensile strength of 4,650 psi and an elastic modulus of 130,000 psi creating an integrated corner support column. The cast aluminum corner caps shall be seam-welded in place. All exterior body holes for lighting or other appliances shall be routed, drilled or punched prior to prime and paint process to assure complete coverage of raw metal on edges of holes.

Does your bid comply? Yes ✓ No_____

7.0 ROOF CONSTRUCTION

7.1 PERIMETER EXTRUSIONS: The roof's substructure assembly shall consist of perimeter extrusions, lateral roof bows, and interconnecting corner caps.

Does your bid comply? Yes ✓ No_____

7.2 ROOF SHEET: The roof skin shall have an alloy and temper strength of 5052 H32. The skin shall be attached to the lateral roof bows with a combination high strength urethane and Methacrylate adhesives applied prior to a vacuum bonding process to provide even and consistent adhesion of the wall skin to the structural extrusions. In no case may screws, rivets or other mechanical fasteners be used to attach the skin to the lateral roof bows.

Does your bid comply? Yes ✓ No_____

7.3 ROOF BOWS: The lateral roof bows shall be 2" x 2" x .125" 6061-T6 primary and 1" x 2" x .125" 6061-T6 secondary extruded structural aluminum tubing. These structures shall be MIG welded together to form the body's "roll cage". These structural members shall be located so that the roof skin is supported on a minimum "center" distance of 14 inches. The roof bows shall interconnect with the roof side rails and be

continuously welded at all contact points. In no case shall a lateral roof bow have free span of more than 42 inches. There shall be eight (8) .125" aluminum plates welded into the roof structure to facilitate mounting of the patient compartment dome lights. There shall also be .250" aluminum plates welded into the roof structure to facilitate mounting of the overhead grab rail and a cargo net at the head of the squad bench. There shall be 1" x 2" x .125" tubing welded into the roof structure to provide secure mounting support for four CPI model 2008 folding IV hangers.

Does your bid comply? Yes_✓_ No_____

7.4 ROOF CORNERS: The roof rail extrusions shall be welded together along the roof bow mating walls at the corners. In addition, the outer surfaces of the roof rail extrusions shall be continuously MIG welded to cast aluminum corner castings. The castings shall have integral flanges behind the weld sites to interlock the joint.

Does your bid comply? Yes✓_____ No_____

8.0 DOOR CONSTRUCTION

8.1 DOOR SKIN: The door skin shall be .090 thick 5052-H32 aluminum sheet CNC cut and formed to create a robust, crevice free environment to mirror the mating surface of the door jamb extrusions and to provide optimum paint adhesion and corrosion resistance. The formed edges shall not have elongation cracks due to forming but shall have edges uniformly rounded for strength and aesthetic appeal. The forming process will produce a door with an integral surface for mounting a pliable air core rubberized neoprene gasket around the full perimeter of the door that will seat and seal against the mating surface on the door jamb. The CNC process will provide the cut-out for windows, latches, door panel mounting holes and hinge mounting points all machined into the finished raw door. The CNC cut, fold and weld process provides a guaranteed consistent tolerance within 1/5,000th of an inch which yields a finished product that is consistently repeatable and easily replaceable in the event of damage.

Does your bid comply? Yes_✓_ No_____

8.2 DOOR PANELS: The inside door panels shall be made of .090" aluminum sheet laminated to match the interior of the unit. There shall be an aluminum diamond plate kick panel installed to protect the lower portion of the entry doors. Exposed, raw, sheared, unfinished sheet-metal edges are not acceptable. The panels shall be fastened to the door with Phillips head stainless steel, #10-32 machine screws with rubber washers to assist in cushioning the impact of door closure. The kick panel shall measure approximately 8" x 20".

Does your bid comply? Yes✓_____ No_____

8.3 DOOR JAMB: The door jamb shall be an extruded aluminum extrusion measuring approximately 2.725" x 3" with no less than .1875" wall thickness to accommodate rigid fastening of compartment door hinges, and the TriMark cage nut assemblies that are used to secure nadir pens. The corners of the extruded door jamb

shall be CNC mitered, fixture fit and welded full perimeter to hold the door opening square. The mounting and access points for the nadir pens shall be CNC routed for precision and repetitive consistency. The door jamb shall have a full perimeter flange that shall be secured to the body side skin with 3M panel bond adhesive rated at no less than 2,150PSI. The jamb shall also be secured with ¼" x 20 Type "F" self-tapping, stainless steel sheet metal screws installed around the full perimeter of the framed door opening into the wall structure that is welded into place around the door opening in the side wall structure. The jamb shall be CNC to accommodate the consistent placement of the TriMark cage nuts used to mount the Nader pins and for consistently locating the door hinge.

Does your bid comply? Yes✓ No_____

8.4 HINGE: All doors shall have stainless steel, continuous, piano hinges. The pin diameter shall be .250"and staked into place to prevent drifting out of the hinge leaves. The knuckle lengths shall be 1". Alternating mounting slots shall be incorporated in the hinge to facilitate fine adjustment. The hinge attachment bolts shall be ¼" x 20 x 1" long stainless steel Type "F" pan head screws. The screws shall be spaced 4 inches apart on each leaf for the full length of the hinge. The tapping points along the door and jamb shall be designed in and CNC placed for consistently repetitive production and ease of replacement. The hinges for each individual door shall be identically cut for all common door heights and the CNC process used to fabricate the door and jamb shall insure that all of the door components are easily replaceable and interchangeable.

Does your bid comply? Yes✓ No_____

8.5 LATCHES: All exterior door latches shall be TriMark two stage, rotary type latches with and OEM installed emergency release mechanism that meet FMVSS 206 requirements for door locks and door retention components. The latches shall be through bolted to the door with 5/16 UNC countersink, machine type bolts and lock nuts that comply with the latch manufactures requirements. All entry doors shall have two rotary latches per door. To assure uniform latch timing and functional door reliability, only straight, 3/16" diameter rods shall connect the latches to the handle. All latch timing shall be set at the handle site. Other than at the latch site, bends in door latch rods are NOT acceptable.

The Nader pins for each door latch shall be installed through the door jamb into TriMark cage nut assemblies designed to be through bolted into the door jamb extrusion with grade 8 machine type bolts per the manufacturer's requirements. The cage nut assembly will support the mounting nut should the Nader pin need to be removed for maintenance or service.

All single, short compartment doors shall have one rotary latch. All double doors or tall compartment doors shall have two rotary latches per door. All Nader pins shall be headed to prevent the door(s) from opening under impact.

Does your bid comply? Yes✓ No_____

8.6 EXTERIOR HANDLES: TriMark powder coated black finished, free floating exterior paddle handles shall be provided to open all doors. Blind fasteners shall be used to fasten the handles to the door. Exposed fasteners to the outside are unacceptable for security reasons. Paddle handles shall have an isolation gasket between the paddle body and the door skin. All door skin surfaces shall be CNC cut to produce a uniform fit and shall be painted prior to installation of the hardware. The handle shall be long enough to accommodate four gloved fingers for door actuation. All paddles on single doors and leading double doors shall be locking type and keyed the same. Trailing doors shall have non-locking paddle handles mounted on the interior door panel. The inner side of all exterior handles shall have a strip of 3M Safety Grip material installed to provide a slip resistant surface in bad weather. When locked, the paddle handle shall "float" to prevent unnecessary pressure being applied which may damage the handle and function as a signal that the handle is locked.

The rotary latches for each door shall be fit with metal rods, individually clipped to both the latches and the paddle handles. The rods shall be designed to be adjustable; however, they will be secured when adjusted so that they cannot voluntarily move. The door latching assemblies as a whole shall be fully tested to comply with FMVSS 206 requirements including 30G testing, no exceptions. A copy of the testing certificate validating the door system and testing shall be provided with the bid.

Does your bid comply? Yes_✓_ No_____

8.7 INTERIOR HANDLES: TriMark chrome plated interior paddle handles shall be supplied on all module entry doors. A Lock/Unlock lever shall be installed and be clearly marked Lock/Unlock. As a safety feature, the interior paddle handles on the curbside and rear entry doors shall be capable of unlocking and opening the door without switching the Lock/Unlock lever. The interior handles shall be powder coated black.

Does your bid comply? Yes_✓_ No_____

8.8 WINDOWS: All entry doors shall be equipped with an upper window. The curbside entry door shall have a fixed pane window with a nominal area of 320 square inches. The rear access doors shall each have a fixed pane window with a nominal area of 320 square inches. All windows shall have anodized frames and blind inner mounting ring screws, fastened from the inside. The exterior portion of the frame shall have a full perimeter seal mated against the door skin. All glass shall be dark tinted safety glass compliant with FMVSS 205.

Does your bid comply? Yes_✓_ No_____

8.9 DOOR CHECKS: All doors shall be equipped with a door check (hold open). The curbside entry door and exterior compartment doors shall have a gas strut mounted type of door check. The gas strut shall keep positive pressure on the door in the open and closed position. Door check brackets shall be bolted through overhead structure to

provide a solid attachment to the door frame. All doors shall open 90 to 110 degrees, unless otherwise specified by the user.

Rear access doors shall open at least 150 degrees. The door checks shall be two pieces, heavy duty grabber type assemblies. The door shall have a ½" thick cast aluminum loop that plunges into a positive rubber/cast aluminum socket mounted on the body. Each component of the door checks shall be insulated from the skin with a rubber gasket. Each door-check component shall be rigidly mounted on the door or body by ¼" x 20 stainless steel machine screws tapped in ¼" aluminum plates permanently mounted behind the skin to stabilize the grabber.

Does your bid comply? Yes✓ No_____

8.10 ENTRY DOOR ASSIST HANDLES: All entry doors shall be equipped with two-point, 1" diameter stainless steel, "handicap" style grab handles to aid in door closure and entry assistance. The handles shall run horizontally, directly above the inside door paddle handle. The assist handles shall be fastened directly to the horizontal door structure that is welded into the door assembly.

Does your bid comply? Yes✓ No_____

8.11 DRIP RAILS: A drip rail shall be provided over each compartment to prevent water roll off from spilling into the opened compartment door. Drip rails shall be attached with double-sided adhesive for ease of replacement. Full height compartments are exempt because the perimeter roof rail drip rails cover these compartments.

Does your bid comply? Yes✓ No_____

9.0 COMPARTMENT CONSTRUCTION & CONFIGURATION

9.1 MATERIALS: All exterior compartment walls, back and floor shall be constructed of smooth aluminum and coated with a rubberized polyurethane coating, Herculiner or equivalent. The ceilings and floor components shall be CNC cut, formed and welded to provide overlapping joints. The floors and ceilings are both welded and seam sealed as necessary to the walls and back prior to applying the rubberized coating. The compartment shall be designed so that the floor to the compartment will be below the lower edge of the door jamb.

Does your bid comply? Yes✓ No_____

9.2 COMPARTMENT CONFIGURATION: The exterior compartments on this vehicle shall be as illustrated in the drawings attached to this Specification:

Drawing A- Curbside
Drawing B- Streetside

9.4 #1 OXYGEN COMPARTMENT: An M-size cylinder retention bracket shall be provided to secure a vertically stored cylinder. The retention bracket shall be bolted through bolted to the compartment wall backed by ¼" aluminum plate with four 3/8-16

grade 8 bolts with grade 8 flanged nuts. The retention bracket shall be powder coated steel and remain rust free for the life of the ambulance. The oxygen cylinder shall be attached to the bracket with three (3) spring-buckle, webbed retention straps. The retention bracket shall be in compliance with AMD Standard 003- Oxygen Tank Retention System Static Test.
Compartment #1 shall be approximately: 16.75"W x 69.75"H x 15.75"D

Does your bid comply? Yes ✓ No_____

9.4 #2 STORAGE COMPARTMENT: This compartment shall be located just aft of the O2 compartment on the streetside of the module. It shall be configured for general storage or as specified by this agency.
Compartment #2 shall be approximately: 30.75"W x 34.75"H x 15.75"D

Does your bid comply? Yes ✓ No_____

9.5 #3 STORAGE COMPARTMENT: This compartment shall be located aft of the rear wheel well on the streetside of the module. It shall be configured for general storage or as specified by this agency.
Compartment #3 shall be approximately: 30.75"W x 34.75"H x 18.5"D

Does your bid comply? Yes ✓ No_____

9.6 #4 INSIDE/OUTSIDE COMPARTMENT: This compartment shall be located at the forward most curbside of the module. It shall be configured to provide exterior access to the interior ALS cabinet and the battery storage area located below the floor level of the ALS storage. There shall be a separate access door located below the floor level for maintenance and service to the vehicles battery storage area.
Compartment #4 shall be approximately: 18.125"W x 57.75"H

Does your bid comply? Yes ✓ No_____

9.7 #6 BACKBOARD STORAGE COMPARTMENT: This compartment shall be located at the curbside rear of the module. It shall be configured for vertical storage of the backboards.
Compartment #6 shall be approximately: 12.5"W x 75.75"H x 19"D

Does your bid comply? Yes ✓ No_____

9.7 A (Optional) #7 GENERAL STORAGE COMPARTMENT: This compartment shall be located at the curbside rear of the module between the rear backboard storage compartment and the rear wheelwell. It shall be configured for general storage.
Compartment #7 shall be approximately: 23.5"W x 24.25"H x 15.5"D

Does your bid comply? Yes ✓ No_____

98 VENTILATION: All compartments shall have louvered ventilation to the exterior of the vehicle. Each compartment shall include an automotive style vent located below the floor line in a position to allow ventilation below the vehicle and not into the compartment walls. Oxygen cylinder compartment shall be louvered through the door with a minimum of 9 square inches of free-vented area in compliance with KKK-A-1822F, 3.11.3.

Does your bid comply? Yes ✓ No_____

99 STEP WELL: An intermediate step to the patient compartment floor shall be provided at the curbside entry door. The step well shall be rubberized polyurethane coated aluminum with a removable Dri-Deck insert on the lower step. The step shall have a tread dimension of not less than 10 inches. The step well shall be illuminated by an LED light head located on the forward wall of the step well.

Does your bid comply? Yes ✓ No_____

10.0 CORROSION: Anti-electrolysis procedures

10.1 EXTERIOR FASTENERS: Dissimilar metal contact is known to cause corrosion at fastener sites. All exterior device fasteners, especially light fasteners, shall not contact the painted aluminum surface. All fasteners that are not aluminum or plastic bodied are considered dissimilar. Each hole drilled after the prime and paint process shall be treated with an electrolysis corrosion control compound, ECK or equivalent prior to installation of the mounting screws. All mounting screws shall be stainless steel and shall be coated with the electrolysis corrosion control compound prior to installation.

Does your bid comply? Yes ✓ No_____

11.0 REAR BUMPER

11.1 FRAMING: The rear step bumper shall meet or exceed KKK-A-1822F 3.9.6 and be compliant with AMD Standard 018. The bumper shall be a minimum 1/8" welded tubular steel frame with a ¼" flange designed to be bolted directly to the chassis frame without cutting, drilling or welding. The frame shall be bolted with a minimum four ½" steel bolts, washers and nylon lock washers on each side. In addition the bumper will be configured so that the bottom of the bumper shall be mounted below the body skirt-line. The steel bumper frame shall be powder coated black for a durable, corrosive resistant finish.

Does your bid comply? Yes ✓ No_____

11.2 CENTER STEP: A flip up step shall be provided to allow closer access to the patient compartment floor. The step shall be as wide as the rear access door jamb. The step shall have a grip strut surface for aggressive traction. Snow and ice shall not compromise the level of traction on the center step. A stainless steel piano hinge shall have a staked in, ¼"diameter pin, one inch knuckles and Type-F ¼"-20 stainless steel bolts every four inches.

Does your bid comply? Yes_____ No_____

11.3 OUTER BUMPER PODS: The step bumper shall have an aesthetically pleasing appearance. The outer bumper pods shall be polished aluminum diamond plate. The outer corners shall be rounded to eliminate sharp corners around the working area. Each pod shall have a heavy duty rubber rear dock bumper attached to further protect the bumper.

Does your bid comply? Yes_✓_ No_____

12.0 BODY PROTECTION

12.1 FRONT OF BODY: The front of the body shall have protection plates made of aluminum diamond plate fitted between the contour of the cab and the corner posts. The corner posts shall have 12" high formed diamond plate protection panels.

Does your bid comply? Yes_✓_ No_____

12.2 REAR OF BODY: An aluminum diamond plate kick panel shall run from rear corner post to corner post and house a recessed, cast aluminum, license plate holder. The kick panel shall be 12" in height and shall extend downward from below the rear door jamb to the bottom edge of the body. The corner posts shall have 12" high formed diamond plate protection panels.

Does your bid comply? Yes_✓_ No_____

12.3 LOWER BODY RUB RAILS: The entire skirt-line of the body, forward and aft of the rear wheels shall have extruded aluminum "C" channel skirt rails installed to protect the edge of the lower body. Each rail shall be chamfered 45 degrees at each end. The rails shall be mounted with ¼" x 20 stainless steel machine screws through 1/8" nylon spacers to prevent contact between the rub rail and the modular body. There shall be a ¾" white reflective stipe installed down the center of the rub rail, full length.

Does your bid comply? Yes_✓_ No_____

12.4 REAR ENTRY DOOR: At the rear entry doors, a full width, formed, stainless steel jamb protection plate shall be provided to prevent the cot frames from chipping the body paint. The threshold shall extend in a single piece from 6" inside the rear door opening along the surface edge down to 1/2" below the bottom of the lower edge of the door jamb. The threshold will be mounted with Sikaflex sealant/ adhesive to eliminate the need for screws and to provide a sealed edge at the floor level. 3M Safety Walk material will be installed along the full width of the threshold step surface to provide a safe, slip resistant step area.

Does your bid comply? Yes_✓_ No_____

12.5 SIDE ENTRY DOOR: An aluminum diamond plate threshold shall be installed at the transition point between the side entry step well and the patient compartment floor. The threshold shall have a high quality anti-skid material applied in full width strips to provide a slip resistant step into the patient compartment.

Does your bid comply? Yes✓ No_____

12.6 FENDER FLARES: The rear fender flares shall be extruded rubber. The fender flares shall be through bolting around the wheel well opening with ¼"-20 stainless steel pan head bolts coated with an anti-corrosion chemical.

Does your bid comply? Yes✓ No_____

13.0 CABINETRY

13.1 SUBSTRATES: The interior cabinets and components shall be constructed of high quality, domestic grade plywood. The exposed layers shall be hard wood on both sides of the sheet. The layers shall be free of voids between layers. Cabinet interiors shall be made from 3/8" or 1/2" thick, 5-ply plywood determined by the application for each. Bench lids, doors and the primary cabinet fascia shall be made from 3/4" thick, 7-ply plywood.

Does your bid comply? Yes✓ No_____

13.2 CABINET INTERIOR FINISH: Cabinet interior shall be laminated with white colored, high impact, abrasion resistant laminate. The contact adhesive shall be a high bond contact adhesive, specifically designed to bond plastic laminates to wood. Painted cabinet interiors are not acceptable.

Does your bid comply? Yes✓ No_____

13.3 FLOOR AND SUBSTRATE: The sub floor of the module shall be 3/4" thick, 7-ply, marine grade plywood. The vinyl floor covering shall be Lonseal Flecks.

Does your bid comply? Yes✓ No_____

13.4 LAMINATE: A high impact, phenol backed, high impact, and abrasion resistant laminate shall be used. The laminate shall be selected from the ambulance manufacturer's samples. The material shall be standard grade. This material as well as all interior components shall meet or exceed F.M.V.S.S. #302 (Burn Rate of Interior Components).

Does your bid comply? Yes✓ No_____

13.5 CABINET ASSEMBLY: To maximize fastener bite, cabinet substrate parts shall be stapled with pneumatic fired equipment. Staples shall be placed on two-inch intervals along the corner joints. In addition to staples, the entire cabinet assembly must be screwed together with a minimum #8 screw size and a length not less than 2 times the thickness of the pierced substrate. Screw heads shall be counter-sink type and driven

flush. Cabinet fascia shall be CNC cut or drop cut to eliminate the use of cleats or stick built components. The use of stick built components or dowel pin type assembly to create cabinet components will not be acceptable.

Does your bid comply? Yes✓ No_____

13.6 CABINET TRIM: All trim throughout the interior conversion shall be anodized aluminum or formed stainless steel. All exposed corners within the patient compartment shall have either padded or rounded corners. Excess adhesive-sealant shall be removed. Intermittent placement of screws is not acceptable due to cleaning difficulty inherent in screw head design.

Does your bid comply? Yes✓ No_____

13.7 FIT AND FINISH: Mitered joints throughout the interior conversion shall have a gap-less, hairline fit. Openings and misalignments at the corners are not acceptable. Misapplied trim to cover manufacturing mistakes is not acceptable solutions to poor design and/or workmanship. Doors shall be warp free. Sliding polycarbonate door assemblies shall be scratch free and all edges shall be smooth and free of saw marks and sharp edges. Cabinet to cabinet joints shall not require more than 7/32" diameter welting to create a finished/well-fit look. Cabinets shall fit tightly against the ceiling without the use of vinyl covered trim pieces to cover the seam between cabinets and ceiling.

Does your bid comply? Yes✓ No_____

13.8 FUNCTION: Doors and drawers shall fit the opening. Flush fitting doors shall have even door to opening spacing around the perimeter. All doors shall open and close bind-free. Drawers shall slide in and out freely, without drag. All drawers shall be mounted on side mounted, full-extension drawer slides, rated at no less than 75 pounds per pair. All hinged wood-core doors shall have positive latches.

Does your bid comply? Yes✓ No_____

13.9 SLIDING POLYCARBONATE DOORS: Polycarbonate shall hereinafter be identified as "Lexan". All interior cabinets requiring the sliding, transparent Lexan door assembly shall have a mitered, anodized aluminum frame. The Lexan shall be a minimum of 3/16 inch thick.

Each door shall be fitted with a full height, extruded aluminum door handle. The door pull extrusion shall also stiffen the ends of the doors. The door track/frame extrusion shall incorporate a flocked natural rubber track insert to prevent the doors from sliding free during transit. All extrusions shall be anodized.

Does your bid comply? Yes✓ No_____

13.9 HINGED ACRYLIC DOORS: All interior cabinets requiring a hinged, transparent Acrylic door assembly shall have a ½" smoked acrylic door installed.

Does your bid comply? Yes_____ No_____

14.0 CABINET CONFIGURATION

14.1 STREET SIDE: As required by the purchaser, either a Full Wall of cabinetry or Cabinetry with inset CPR seat shall be provided on the street side. The cabinets shall be easily accessible over the primary cot. The cabinet configuration and dimensions will be described in the CAD drawings attached to this Specification.

Does your bid comply? Yes_✓_ No_____

14.2 CURB SIDE: A two position squad bench shall be installed. Two sets of EVS V-4 four point belts shall be supplied. The belts shall restrain two seated occupants or one secondary patient, on a back board. All seat belts and anchorages shall comply with F.M.V.S.S. 209 and 210. A progressive foam padded back and head rest shall be supplied for all seated personnel along the squad bench. The cabinet configuration and dimensions shall comply with the drawings attached. Squad bench lid shall utilize gas struts as support when opened and shall have a positive paddle latch to hold the lid in the closed position.

Located in the forward section of the squad bench shall be a separate locking door with a drop in area for sharps and trash containers. Access to these containers shall be through a flip up Lexan lid – red in color and marked with the "BIOHAZARD" symbol.

Does your bid comply? Yes_✓_ No_____

14.3 REAR OVERHEAD CABINET: A cabinet will be installed over the rear doors to provide additional storage the cabinet will have Lexan sliding doors and be configured as shown in the attached CAD drawings.

Does your bid comply? Yes_✓_ No_____

14.4 RIGHT FRONT CABINET: The right front cabinet is hereinafter known as "ALS Cabinet". The ALS cabinet shall be finished in color keyed laminate. There shall be one open, adjustable shelf. Installed in the front of this cabinet will be dual full length wooden doors. All areas in the ALS Cabinet shall be accessible from the exterior of the vehicle which will have a full height locking door.

Does your bid comply? Yes_✓_ No_____

14.5 STREETSIDE WALL CABINETRY: Cabinet "A1" shall be located to the rear of the CPR seat and above the Lifepak action area. The cabinet shall have sliding Lexan doors and shall include 1 adjustable shelf. Cabinet "A" shall be approximately 14.75"H x 36"W x 18"D.

Cabinet "2" shall be located at the rear wall above exterior compartment #3 and below cabinet "A1". Cabinet "A2" shall be approximately 25.5"H x 23"W x 18"D.

Cabinet "C" shall be located above the action area for storage of medical tubing, air ways, and ventilation face masks. This cabinet will hereinafter be described as the "Action Area Overhead cabinet". The Action Area Overhead cabinet shall have the dimensions as shown on the attached CAD drawings. The Action Area Overhead cabinet will include 1 adjustable shelf. Cabinet "C" shall be approximately 14.75"H x 37.75"L x 15"D.

The CPR seat shall be approximately 32"W. The seating area shall be equipped with a hinged lid for access to the storage area below the seat. The seat/lid shall include a 2" cushion approximately 18" x 26" and shall be secured by a TriMark powder coated black, recessed latch. The back wall of the seating area shall include a formed, progressive foam backrest designed for the EVS/V-4 seat belt system to absorb energy in the event of an accident. Unless otherwise specified, an automotive style EVS V-4 harness/belt assembly shall be provided. Under no circumstances will a two point belting system be acceptable.

Does your bid comply? Yes ✓ No_____

14.6 ACTION AREA COUNTERTOP: The countertop surface shall be white laminate. The edge of the action area shall have a lip to prevent items from sliding to the floor. Action areas will be located on both sides of the CPR seat. The action area forward of the CPR seat will hereinafter be called the EMSP Action Area and the action area to the rear of the CPR seat will hereinafter be called the LifePak Action Area. The LifePak Action Area shall be approximately 21.5"W x 20.25"H or as shown on the attached CAD drawings.

Does your bid comply? Yes ✓ No_____

14.7 TECHNICIAN'S SEAT: The Technician's seat shall be steel framed, high back contoured style captain's chair with a 4 point lap/shoulder belt assembly and a **buckle up seatbelt monitor with audible and visual alarm.** The seat shall be color matched to other upholstery within the patient compartment. The seat base shall be a black, powder coated steel box with one side access door, hinged along the bottom. A positive lever style latch shall be installed on the door. The Technician's seat shall be fastened with Grade 8 fasteners through the top of the seat base which is secured with Grade 8 fasteners through the floor and through ¾" aluminum mounting plates welded into the floor structure.

Does your bid comply? Yes ✓ No_____

14.8 PASS-THRU CABINETS: Located in the pass-thru of the module behind the Technician's Seat shall be two additional storage cabinets. These cabinets shall each be designated as general storage. The upper cabinet "D" shall be approximately 23.5"H x 21"W x 17.5"D. The lower cabinet "E" shall be approximately 23.5"H x 21"W x 17.5"D. Cabinet "E" shall include the onboard battery charger, the pre-wire for the inverter and the vacuum pump.

Does your bid comply? Yes ✓ No_____

14.9 OCCUPANT HEAD CLEARANCE ZONES: All designated occupant seating positions in the vehicle described in the Specification shall be in compliance with AMD Standard 025- Measuring Guidelines: Occupant Head Clearance Zones.

Does your bid comply? Yes √ No_____

15.0 UPHOLSTERY

15.1 UPHOLSTERY MATERIALS: All padding and upholstered seating shall be covered in vacuum formed vinyl. Sewn, exposed seams in the seat covers and cushions are not acceptable.

The color shall be selected by the purchaser to coordinate with the laminate selected.

Does your bid comply? Yes √ No_____

15.2 SEAT / BACKREST CORE MATERIAL: The foam shall meet Federal Specification KKK-A-1822F 3.11.4. All seating and trim materials shall meet or exceed FMVSS 302- Flammability of Interior Materials.

Does your bid comply? Yes √ No_____

16.0 INTERIOR HARDWARE

16.1 OVERHEAD ASSIST RAIL: This rail shall be naturally accessible to assist working attendants in maintaining their balance. The rail shall meet or exceed Federal Specification KKK-A-1822F and comply with AMD Standard 008- Patient Compartment Grab Rail Static Load Test. The rail shall be approximately 1.25" diameter, handicap style, brushed stainless steel and 72" long. The rail shall be located over the primary patient.

Does your bid comply? Yes √ No_____

16.2 COT RETENTION DEVICE & PRIMARY COT: Unless otherwise specified, the main cot retention device shall be either a Ferno StatTrac, Stryker Performance Load or Stryker Power Load removable mount located in the center position. The purchaser shall specify the model of cot to be retained by the device. The installed cot retention device shall be in compliance with AMD Standard 004.

Does your bid comply? Yes √ No_____

17.0 OXYGEN, VACUUM SYSTEMS

17.1 MAIN OXYGEN SUPPLY: Accommodation shall be made to carry and secure one (1) M-sized oxygen cylinder. The cylinder and its retention components shall be located in the streetside front exterior compartment as specified in 9.3 of this Specification.

The retention bracket shall be positioned so that the cylinder's main valve and regulator are visible through a Lexan viewing window in the forward end of the EMSP Action Area.

The Oxygen System shall also include a 50 PSI, pre-set Oxygen Regulator.

Does your bid comply? Yes ✓ No_____

17.2 OXYGEN OUTLETS: The oxygen supply system shall be installed in the patient compartment in compliance with KKK-A-1822E. Unless otherwise specified, the system shall consist of three Ohio style oxygen outlets in raised trim rings. Two outlets shall be located on the action wall and one outlet shall be located on the forward end of the curb side wall above the squad bench. This system shall be set up so a change in outlet style is readily made by just removing the front plate, thereby not compromising integrity of the system with field changes.

Does your bid comply? Yes ✓ No_____

17.3 OXYGEN HOSES: All oxygen system service hoses, fittings and devices shall be made of non-ferrous materials. Hoses used to pipe Medical Oxygen shall be ¼" inside diameter with an abrasion resistant, green colored, electrically conductive outer jacket. All hoses shall withstand a system test pressure as prescribed in Federal Specification KKK-A-1822F 4.4.1 and AMD Standard 015- Ambulance Main Oxygen System Test. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.

Does your bid comply? Yes ✓ No_____

17.4 VACUUM (SUCTION) SYSTEM: A 12-Volt DC electric vacuum pump shall be installed in the lower pass-thru cabinet forward of the Technician's Seat. The pump shall meet performance guidelines set forth by Federal Specification KKK-A-1822F 3.12.2 and AMD Standard 021- Aspirator System Test, Primary Patient. A variable vacuum regulator and gauge panel shall be installed in the action area control panel. The vacuum regulator shall control the vacuum pressure delivered to a Rico RS-4X collection system with a disposable collection canister. The Vacuum gauge shall not be mounted on the collection canister but on the Action Area wall and be hard-plumbed to the electric vacuum pump. Each ambulance shall be tested. "Type Testing/Certification" is not acceptable.

Does your bid comply? Yes ✓ No_____

18.0 ELECTRICAL SYSTEM – 12-Volt Direct Current

The 12 VDC Electrical system installed in this vehicle must comply with AMD Standard 005- 12-Volt DC Electrical System Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs.) or 72,000 miles which ever shall occur first.

18.1 BODY GROUNDING: A minimum of (2) two 2" wide braided ground straps shall be bolted through the chassis frame and the floor structure of the modular body. The bolts shall be 3/8" diameter. A flat washer shall be provided under the head of the bolt, over the strap lug and an internal tooth lock washer shall be installed under the lug to preclude loosening. Chassis frames with asphalt/wax coating or E-coating shall have grounding sites prepared by lightly grinding or sanding the coating away to reveal raw metal.

Does your bid comply? Yes ✓ No_____

18.2 GENERAL GROUNDS: To comply with federal specification KKK-A-1822F 3.7.12 plus enhance ground quality and reduce trouble shooting time, all devices wired within the ambulance conversion shall be centrally grounded on a ground bar located in the Electrical Cabinet. The ground bar is grounded to the chassis frame by a 2AWG cable and attached in the same manner as the braided body ground cables. Each device shall have a separate ground wire routed to a central buss bar then grounded via fine strand cable to the module body.

Does your bid comply? Yes ✓ No_____

183 12 VOLT WIRE: All wires within the ambulance harnesses shall meet Federal Specification KKK-A-1822F 3.7.2 and 3.7.2.1 and. All wire insulation shall be GXL cross-linked polyethylene.

Permanent wire identification and wire function shall be stamped on 4" centers along the full length of the wire. Wire conductors shall be stranded copper. Single strand copper conductors are not acceptable due to vibration concerns and stiffness which promotes loosening of the terminals.

Does your bid comply? Yes ✓ No_____

184 WIRE PROTECTION: All wire within the conversion shall be protected and run in split convoluted loom with a melting temperature of 300 degrees Fahrenheit. All wire harnesses shall be clamped and routed to eliminate possibility of damage due to cut/chaffed wire. Grommets made of rubber or plastic shall be used where harnesses pass through metal or wood. Large holes and irregular shaped wire passages shall use automotive edge trim to protect the wire conduit/loom. Wire harnesses shall be neatly clamped into protective routing areas away from heat sources, unfriendly edges or moving devices.

Does your bid comply? Yes ✓ No_____

185 CIRCUIT BREAKERS: All conversion 12VDC circuits shall be protected by non-proprietary, manual reset, circuit breakers. The trip value for the breaker shall not exceed 80% of the amperage rating of the weakest component in the circuit. Branch circuit wire sizes shall be rated 125% of the expected load per KKK-A-1822F 3.7.2.1.

Does your bid comply? Yes ✓ No_____

18.6 12 VOLT DC OUTLETS: Two 12 Volt DC, 20 Ampere, cigarette style outlets shall be supplied; one (1) in the action area and one (1) in the ALS compartment. Each outlet shall be separately protected and shall be electrically isolated from other electrical functions on the vehicle. The outlets shall be wired per Federal Specification KKK-A-1822F 3.7.7.3.

Does your bid comply? Yes ✓ No_____

19.0 ELECTRICAL SYSTEM- 125 VOLT Alternating Current

19.1 The 125 VAC Electrical System described in this Specification shall comply with AMD Standard 009- 125-Volt AC Electrical Systems Test. This electrical System shall be covered under the manufacturer's Warranty for a period of 72 months (6 yrs.) or 72,000 miles which ever shall occur first.

19.2 PRIMARY SHORELINE INLET: The 110V electrical system shall be furnished with a 125VAC 20 amp straight blade shore power inlet incorporating a male plug and shall be located on the street side of the module aft of the #1 compartment and above the #2 compartment. The inlet shall have a spring-loaded, weather proof cover. The circuit shall be ground fault and circuit breaker protected incorporating a toggle switch control (GFI) with a UL approved QO type single phase load center located behind the driver seat in the cab. All 125VAC wiring shall be 12 gauge. All 125 volt AC wiring connections shall be made in UL approved junction boxes. A battery charger pigtail with female plug will be routed to the battery charger prewire area.

A permanent, aluminized vinyl label, stating voltage and amperage shall be located above the inlet in compliance with KKK-A-1822F 3.7.8, 3.7.8.1.

Does your bid comply? Yes ✓ No_____

19.3 INVERTER PRE-WIRE: The vehicle shall include a complete pre-wire for a 1200 watt maximum 'UL' listed inverter with internal transfer relay and battery conditioner. The pre-wire shall include a wired connection to the shoreline inlet and output wiring to all 125 Volt AC outlets provided in the vehicle. There shall be a single on/off switch located on the rear action panel. This pre-wiring shall be in accordance to KKK-A-1822F 3.7.8.3 and Section 250-6 (Portable and Vehicle Mounted Generators) of the National Electrical Code (NEC).

Does your bid comply? Yes ✓ No_____

19.4 BATTERY CHARGER: To provide protection for the vehicle's battery system a 12 VDC, 45-amp battery charger shall be installed in the lower pass-thru cabinet and wired to the vehicle battery system and to the 125 VAC shoreline power system.

Does your bid comply? Yes ✓ No_____

19.5 125 OUTLET No.1: A 125 Volt, Hospital grade, Straight blade outlet shall be provided on the wall of the main Action Area. The outlet must be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

19.6 125 OUTLET No. 2: A 125 Volt, Hospital grade, Straight blade outlet shall be provided in the ALS cabinet. The outlet shall be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

19.7 125 OUTLET No. 3: A 125 Volt, Hospital grade, Straight blade outlet shall be provided in the Lifepak Action Area if so configured. The outlet shall be grounded and protected by a G.F.I. (Ground Fault Interrupter) Breaker. The outlet must illuminate a green indicator light when power is applied to the outlet.

Does your bid comply? Yes✓ No_____

20.0 ENVIRONMENTAL

20.1 REAR AIR CONDITIONING: The design of the environmental system is to provide optimal air flow and distribution of conditioned air to the module interior. Conditioned air shall be discharged from one vent area and shall be distributed through five vents evenly spaced across the face of the upper section of the ALS cabinet. The module shall have an additional, self-contained A/C evaporator unit complete with dual blower, motor driven, high output fans. The fans shall be three speeds and shall contain a 720 CFM fan. The A/C unit shall also incorporate a hot water heater core for heat and an inline 12VDC booster pump to improve hot water flow at low idle operation. All heater hoses shall be 3/4 inch QVM approved Nomex for improved circulation. Hot water flow shall be controlled by one (1) vacuum actuated inline water valves. All A/C fittings shall be ferruled, banded, or snap ring type. Clamps will not be acceptable.

The valves shall operate with the heater/defrost controls. The unit shall be rated at least 32,000 British Thermal Units (BTU) in A/C Mode and 36,000 BTU in Heater Mode. The Vehicle A/C – Heater system must meet or exceed federal specification KKK-A-1822F 3.13.1 thru 3.13.3 and must be compliant with AMD Standards 011- Equipment Temperature Test, 012- Interior Climate Control Test.

Does your bid comply? Yes✓ No_____

202 REAR AC CONTROLS: A three-way ON/OFF switch shall be located in the action area and the cab console. The aforementioned switches will not control fan speed, but indicate the selection of Heat/Off/Cool. A separate three-speed fan speed control

switch shall be located in the action area control panel. Temperature settings shall be controlled by a simple rheostat control mounted on the Action Area switch panel.

Does your bid comply? Yes ✓ No_____

203 HVAC SYSTEM INSTALLATION & WARRANTY: The auxiliary heating and air conditioning system shall be installed in the ambulance at the ambulance manufacturer's facilities by technicians employed by the manufacturer of the HVAC equipment. Said technicians shall document the installation on forms provided by the HVAC manufacturer and on forms required by the ambulance manufacturer. Warranty on the installation of, and the equipment content and performance of the equipment, shall be the sole responsibility of the HVAC manufacturer.

Does your bid comply? Yes ✓ No_____

21.0 CONSOLES, SWITCH PANELS

21.1 CAB CONSOLE: The driver's control console shall be ergonomically designed, powder coated aluminum console. The console shall be designed in a 3D program, CNC cut, formed and welded to provide a controlled, repeatable process to fit in the area rear of the OEM dash and between the driver and passenger seats. Edges shall be rounded so there are "NO" sharp and/or other unfriendly corners. The body of the console shall be color black. The console shall be removed for maintenance and service. The console shall include an electronic siren and a contoured switch panel.

The siren control head and contoured switch panel shall be within easy reach of the passenger and driver.

Does your bid comply? Yes ✓ No_____

21.2 SWITCH PANEL, CAB CONSOLE: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The panel shall be coated with a black colored, rigid plastic film which evenly disperses label and indicator illumination. All switches and controls shall have back lighted legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Compartment Open indicator/Do not move
2. Battery On indicator
3. Door Open indicator/Do not move
4. MASTER Emergency Switch, red bezel
5. Primary Secondary Mode Switch
6. Siren/Horn Switch
7. Left Flood Switch
8. Rear Flood Switch
9. Right Flood Switch
10. Back-Up Alarm Switch
11. Master Module Disconnect
12. Digital Volt/Amp Meter

Does your bid comply? Yes ✓ No_____

21.3 SWITCH PANEL, ACTION AREA: A switch panel made from a thick, translucent, acrylic sheet shall be installed on the outboard wall of the Action Area. The

panel shall be coated with a black colored, rigid plastic film which evenly disperses label and indicator illumination. All switches and controls shall have back lighted legends indication function and status. The Switch Panel shall have the following minimum controls and indicators:

1. Dome Lights, Cot Switch
2. Dome Lights, Bench Switch (Hi/Lo)
3. Vacuum System Switch, red bezel
4. Exhaust Vent Switch
5. Inverter (optional)
6. AC/Heat Selector Switch
7. AC/Heat Fan Switch
8. Spare Switch
9. Spare Switch
10. Thermostat

Does your bid comply? Yes ✓ No_____

22.0 VISUAL CONSPICUITY - EXTERIOR LIGHTING

22.1 WARNING LIGHTS: The warning light system shall meet or exceed KKK-A-1822F as demonstrated with the documentation provided by the lighting manufacturer. Unless otherwise specified, the warning lights shall be configured like, and flash in compliance with, KKK-A-1822F 3.8.2.1, and Table 1.

22.2 DUAL MODE FLASHERS: A dual mode Primary/Secondary flasher shall be provided for the vehicle emergency warning light system as required in KKK-A-1822F. Lights shall be configured as depicted in the attached drawings and as described below:

22.2.1 FRONT WALL: The front wall shall be configured with seven Whelen 900 Series LED warning lights mounted on the front of the body. These halogen lights shall be configured RED/WHITE/RED/WHITE/RED/WHITE/RED on the upper front wall. These lights shall be wired to flash in primary/secondary modes as required. The lenses shall be clear.

22.2.2 WARNING LIGHTS- DRIVER SIDE: There shall be (2) Whelen 900 Series Red LED warning lights mounted on the driver side of the module. (1) In the upper forward and (1) in the upper rearward corners of the module. The lenses shall be clear.

22.2.3 WARNING LIGHTS- PASSENGER SIDE: There shall be (2) Whelen 900 Series Red LED warning lights mounted on the passenger side of the module. (1) In the upper forward and (1) in the upper rearward corners of the module. The lenses shall be clear.

22.2.4 WARNING LIGHTS– REAR: The ambulance shall be equipped with (2) Whelen 900 Series Red LED warning lights positioned on the rear upper outboard corners and (1) Whelen 600 Series Amber LED warning light centered above the rear entry doors. The LEDs shall be configured as follows: Red/ /Amber/ /Red. The lenses shall be clear.

22.2.5 REAR MID-BODY WARNING LIGHTS: This unit shall be equipped with (2) Whelen 900 Series Red LED warning lights mounted on the rear of the module set to show through the rear door windows when the rear doors are open. These

LED lights shall be wired to function as brake lights when not in emergency mode. The lenses shall be clear.

22.2.6 GRILLE LIGHTS: This unit shall be equipped with (2) Whelen LINZ6R Series Red Super LED warning lights mounted on the upper chrome cross bar of the OEM grille in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These LEDs shall function in the primary mode only. The lenses shall be clear.

22.2.7 INTERSECTION LIGHTS – CAB: This unit shall be equipped with (2) Whelen LINZ6 Series Red LED warning lights mounted in the forward area of the chassis front fenders in compliance with the OEM chassis manufacturer's guidelines and the lighting requirements of KKK-A-1822F. These warning lights shall function in the primary mode only. The lenses shall be red.

Does your bid comply? Yes ✓ No_____

22.3 TAIL LIGHTS: Tail light configuration shall be Whelen 600 Series LED Tail/Brake, Turn Signals and Back-up Lights installed w/ chromed bezels. These lights shall be stacked vertically above the diamond plate rear kick plate in the order presented above.

Does your bid comply? Yes ✓ No_____

22.4 I.C.C. LIGHTS: 3/4" round LED clearance lights shall be provided per FMVSS and D.O.T. Standards. The lights shall indicate the height and width of the vehicle and define the vehicle centerline. These lights will be mounted on the uppermost margins of the front and rear body. The lights shall be mounted in rubber grommets and the mounting location for each light shall be prepared prior to the paint process to reduce the possibility of paint break and resulting corrosion. Drilling or tapping through a painted body shall not be acceptable. There shall be five (5) amber clearance lights (Optronics LED model MCL11CAB) forward facing and five (5) red clearance lights (Optronics LED model MCL11CRB) rear facing. Additionally there shall be two (2) matching amber D.O.T. marker/directional lights mounted one (1) each side of the module on the rear corner extrusions and two (2) matching red D.O.T. marker lights mounted one (1) each side of the module on the rear corner extrusions. The D.O.T. market lights shall be located approximately 48" above ground level.

Does your bid comply? Yes ✓ No_____

22.5 LICENSE PLATE LIGHT: The license plate holder shall be a cast aluminum housing that is near flush mounted on the rear of the module. The housing shall be mounted in the lower diamond plate kick panel below the street side B/T/T lighting. There shall be two (2) LED lights installed to provide illumination to the license plate with the chassis park light circuit on.

Does your bid comply? Yes ✓ No_____

22.6 SCENE LIGHTS: Two Whelen 900 series scene lights shall be provided on each side of the module. The curbside lights shall come on when the curbside entry door is opened.

The streetside and curbside scene lights may be turned ON/OFF with (2) two separate, right and left scene rocker switches located on the cab console switch panel. There will be a momentary disconnect switch located at the side entry door for disabling the scene lights during the daylight hours.

Does your bid comply? Yes✓ No_____

22.7 LOAD LIGHTS: Two Whelen 600 series halogen load lights shall illuminate the rear of the module. Both rear lights shall come on with the opening of the leading rear access door. These rear load lights will also activate when the vehicle transmission is placed in reverse or when the rear load switch in the cab console switch panel is activated. There will be a momentary disconnect switch located on the wall at the curb side rear entry door for disabling the load lights during the daylight hours.

Does your bid comply? Yes✓ No_____

22.8 PERIMETER LIGHTING CERTIFICATION: To assure that the exterior work lighting is adequate to perform EMS functions in a variety of settings which may require exterior illumination, the Scene and Load lights installed on this vehicle shall comply with AMD Standard 024- Perimeter Illumination Test.

Does your bid comply? Yes✓ No_____

22.9 SPOT LIGHT: A hand held 400,000 candle power, blue-eye spot light shall be provided in the cab. A chromed hook with spring retainer shall be included to stow the light.

Does your bid comply? Yes✓ No_____

22.10 COMPARTMENT LIGHTING: The compartments shall be illuminated with Optronics ILL36CB LED Compartment lights. The lights shall function each time the compartment door is opened and extinguish when the door is closed. The lights shall be located: (1) Ceiling of Compt #1; (2) in Compt #2- (1) URH, (1) LLH; (1) in ceiling of Compartment #3; (2) in Compt #4/5; (1) in Compt #6.

Does your bid comply? Yes✓ No_____

23.0 AUDIBLE CONSPICUITY

23.1 ELECTRONIC SIREN: The ambulance shall be equipped with an ignition powered Whelen 295SLSA1 200 watt siren mounted in the engine cover console.

23.2 Buckle Up seatbelt monitor system in patient compartment with audible and visual alarms for the driver

There shall be a set of CPI polished cast aluminum 100 watt speakers mounted through the bumper on the outboard ends. The siren speakers shall not block air-flow into the grille per the OEM chassis manufacturer's guidelines. The siren and speakers shall meet or exceed KKK-A-1822F 3.14.4 and be compliant with AMD Standard 023- Siren Performance Test and AMD Standard 006- Patient Compartment Sound Level Test.

Does your bid comply? Yes✓ No_____

23.3 BACK UP ALARM: The apparatus shall include a minimum 97 decibel back up alarm device. The alarm shall be automatically activated by shifting the vehicle transmission into reverse. The backup alarm shall include a rocker type cut-off switch located in the cab console Switch Panel. The alarm device shall be provided as required in KKK-A-1822F 3.15.2 and shall be compliant with SAE Standard J994.

Does your bid comply? Yes✓ No_____

24.0 INTERIOR LIGHTING

24.1 ACTION AREA LIGHTING: A 12-volt LED light shall be provided directly over the forward, street side work surface. A near flush, 18 inch type fixture shall be provided. The light shall have an on-off rocker switch on the body of the light housing.

Does your bid comply? Yes✓ No_____

24.2 STEPWELL ILLUMINATION: A 12 VDC LED light shall illuminate the curbside stepwell per Federal Specification KKK-A-1822F 3.10.12.

Does your bid comply? Yes✓ No_____

24.3 PATIENT COMPARTMENT DOME LIGHTS: The patient compartment shall have eight 8" dual intensity halogen dome lights in the ceiling. The lights shall be arranged in two longitudinal rows of (4) lights each. The streetside row shall provide light directly over the patient; the curbside row shall provide light directly over the aisle and squad bench. The four curbside lights shall be activated when the side or rear module entrance doors are opened on a five minute timer circuit. The dome lights and configuration shall meet KKK-A-1822F 3.8.4, 3.8.4.1 and be compliant with AMD Standard 016- Patient Compartment Lighting Level Test.

Does your bid comply? Yes✓ No_____

24.4 CHECK-OUT TIMER: A 5 minute check-out timer shall activate by opening the rear or side entry door when the battery switch is off. The curbside bank of dome lights shall turn on in the "high" mode. Following the first 5-minute cycle the lights will deactivate. The cycle can be reactivated by closing, then re-opening the side or rear entry door.

Does your bid comply? Yes✓ No_____

25.0 COMMUNICATIONS EQUIPMENT

25.1 COMMUNICATIONS RADIO ANTENNA PRE-COAX: The vehicle shall be equipped with two (2) RG58-U coaxial cables with termination location to be determined by the purchaser. A 12VDC power and ground lead shall also be provide for each coaxial cable. There shall be an 18" service loop at the starting point and a 36" termination loop. The radio power wires shall originate in the power distribution area and will be labeled appropriately for future installation by a radio technician.

Does your bid comply? Yes ✓ No_____

26.0 PAINT, LETTERING, DECALS, MISCELLANEOUS

26.1 100% PAINTFILM COVERAGE: All stages of primer and paint shall cover all weather-exposed surfaces. Hinge mating surfaces on the doors and jambs shall be painted. Bare aluminum and primer-only preparation is not acceptable under door hinges. Doors shall be painted without actuation handles installed. All body cutouts for emergency lighting, shoreline receptacle, etc., shall be cut prior to initiating the prime/paint process to assure complete coverage of all exposed, raw metal.

All of the module entry and compartment doors shall be removed prior to painting and be painted separately, at the same time and identically to the module process to insure complete coverage and electrolysis protection between the stainless steel hinge and the aluminum door and frame surfaces.

To reduce the risk of breaking paint and to provide a for a more consistently robust paint application, all light holes, the license plate bracket hole, gas filler bracket hole, all door window and handle holes and exhaust fan and any other option required mounting holes shall be cut in the module prior to beginning the paint process. Intersection light holes shall be cut in the chassis fenders and cut out must be coated with a corrosion resistant material to comply with Ford QVM requirements to prevent oxidation and rusting of the OEM metal surface.

The manufacturer's standard paint process shall provide that all surface body welds and imperfections be ground flush and body filled as needed to provide a smooth even surface that facilitates a flat smooth paint finish.

The entire exterior surface of the module shall be sanded with an air powered DA sander and a minimum 150 grit sand paper and then the module shall be washed with DX-330 cleaner/degreaser to remove any metal, oil or contaminant residue prior to the application of the seam seal process.

All exterior body seams shall be sealed with 3M panel bond/seam sealer to provide a smooth application environment for the prime and paint processes and to prevent future contamination, oxidation and corrosion.

The entire exterior surface of the module shall be coated with a primary coat of PPG "Delfleet" etch-coat primer, flash dried and then coated with a high performance PPG

"Delfleet" primer sealer and baked to dry. The primer sealer coat shall be sanded to a flat smooth finish to eliminate all nibs and imperfections, inspected and etch primer/sealer applied where necessary and washed with DX330 to provide a clean, smooth surface prior to the application of the base coat application.

The entire exterior surface of the module shall be coated with an application of PPG "Delfleet" color mixed base coat. The base coat shall be baked to dry and inspected for imperfections. Minor surface repairs shall be utilized to provide a smooth surface prior to the application of the clear coat material. The entire exterior surface of the module shall be coated with an application of a PPG - "Delfleet" clear coat finish that will provide a robust, durable finish. The clear coat finish shall be baked per PPG "Delfleet" process instructions prior to the finished surface process application.
After the clear coat process is completed, the entire exterior surface of the module shall then be sanded with a minimum 1200 grit sand paper and then buffed using 3M Perfect-It III buffing compound to provide a clean, high gloss final surface finish.

Without exception, the manufacturer shall monitor the entire application process. The inspection process shall provide mil-thickness measurements at numerous random locations across the body to insure that the total paint process shall provide a minimum of 5 mils dry build, without runs or sags, after the completion of the final sand and buff process.

Does your bid comply? Yes ✓ No_____

26.2 PAINT AND COLORS: Unless otherwise specified, the module shall be painted white to match chassis. All chassis and/or body paint, other than standard white, shall be specified by the purchaser. All striping and/or lettering, in addition to any "Ambulance" and "Star-of-Life" decals shall be specified by the purchaser. Any painting performed by the manufacturer, of the body and/or chassis, shall be covered under warranty for a period of not less than four (4) years / forty eight (48) months, and shall be sanctioned by the paint manufacturer.

Does your bid comply? Yes ✓ No_____

26.3 LETTERING & DECALS: Federal Specification KKK-A-1822F, "Star-of-Life" and "Ambulance" lettering shall be Optional.
The following labels shall be provided as standard.

Maximum load capacity in all compartments and cabinets
GVWR and Height (mounted in cab)
Notice: This vehicle Equipped with 12VDC charging System (Mounted in cab)
'Shore Inlet 125VAC 60 HZ"
'125VAC Outlet'
'12VDC Outlet'
'Diesel Only' or 'Gasoline Only' (per chassis requirements)
'No Smoking/Oxygen Equipped'
(2) 'Fasten Seat Belt' signs provided: (1) located in the cab and (1) in the module.

Does your bid comply? Yes ✓ No_____

26.4 REFLECTIVE STRIPING: In compliance with NFPA 1917 rear of the module will have 6" wide reflective chevrons that cover no less than 50% of the area. Sides of module and cab will meet or exceed NFPA 1917 requirements with no less than a 6" wide reflective stripe

26.5 FIRE EXTINGUISHERS: In compliance with the Federal Specification KKK-A-1822F, there shall be two (2) 5lb. ABC rated fire extinguishers with mounting brackets. These extinguishers shall be shipped loose with the completed ambulance for installation by this agency.

Does your bid comply? Yes ✓ No_____

27 REFERENCES AND STANDARDS

27.1 MANUALS

A Medix Owner's Manual copied onto a CD along with the OEM chassis manufacturers supplied items shall be provided with each vehicle. The information on the disc consists of the following items:

1. Chassis Warranty Card & Owner's Information
2. Chassis Maintenance and Operating Tips
3. Extra Set of Keys
4. 15 Year Module Warranty
5. 1 Year/12,000 mile Conversion Warranty
6. 6 Year/72,000 mile Electrical Warranty
7. 4 Year Paint Warranty
8. Care and Maintenance Instruction
9. Heater/AC Information & Warranty
10. OEM Chassis Manual
11. Schematics for Standard Systems:
    - Charging System
    - Power Distribution
    - Front Switch Panel
    - Rear Switch Panel
    - Climate Control System
    - OEM Drawings
    - Wire Harness list
    - Circuit Diagrams for all Systems
12. Conversion Component Information
13. Operations Manual
14. Warranty and Parts List - Siren, Etc.

Does your bid comply? Yes ✓ No_____

27.2 VEHICLE DRAWINGS

The following drawing views shall be provided:

1. Street side Exterior Detail

2. Curbside Exterior Detail
3. Front & Rear Exterior Detail
4. Street side Interior Detail
5. Curbside Interior Detail

6. Front & Rear Interior Detail
7. Overhead Floor Detail
8. Overhead Ceiling Detail

Does your bid comply? Yes ✓ No_____

k) Request for Approval of Procurement of Two Ambulances Using Houston-Galveston Area Council (HGAC) Sole Source Agreement in the Total Amount of $276,128 for the Fire Department; Southwest Ambulance Sales. (Greg Cliburn, Medical Officer, Fire Department, gbcliburn@santafenm.gov, 955-3123)

l) Request for Approval to Accept Fiscal Year 19 Fire Protection Grant Fund Award in the Amount of $100,000, to Purchase 45 P-25 Capable Mobile Radios Using NM State Price Agreement #70-000-16-00014AJ; Motorola Inc. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

1) Request for Approval of Budget Amendment Resolution (BAR)

m) Request for Approval of Cooperative Pricing Agreement for Procurement Services for Local Public Bodies; Houston-Galveston Area Council (HGAC). (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

n) Request for Approval of Cooperative Pricing Agreement for Procurement Services for Local Public Bodies; FireRescue GPO. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

o) Request for Approval of Memorandum of Agreement No. 2019-0179-RECC/BT in the Total Amount of $1,743,999.99, for the Public Safety Radio Communications System Solutions Project between Santa Fe County and the City of Santa Fe; Santa Fe County. The City's Portion for the Project is $1,157,170.99. (Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 955-3112)

p) Request for Approval of Procurement of One (1) 2019 Chevrolet Tahoe and One (1) 2019 Chevrolet Silverado 1500 in the Amount of $76,182, Using NM State Price Agreement 70-000-16-00002, for the City of Santa Fe Fire Department; Melloy Chevrolet in Los Lunas. (Jan Snyder, Assistant Fire Chief, jmsnyder@santafenm.gov, 955-3121)

q) CONSIDERATION OF RESOLUTION NO. 2019-13. (Mayor Webber)
A Resolution Ratifying Submittal of an Application to the New Mexico Finance Authority for Refinancing of Subordinate Lien Gross Receipts Tax Revenue Bonds, Series 2009 – Santa Fe University of Art and Design. (Brad Fluetsch, Financial Planning & Reporting Manager, bjfluetsch@santafenm.gov, 955-6885)

(r) This item was pulled for discussion by Councilor Vigil Coppler and Councilor Villarreal.

Signature: Kyra Ochoa
Kyra Ochoa (Nov 3, 2021 08:55 MDT)

Email: krochoa@santafenm.gov

Signature: Andy Hopkins
Andy Hopkins (Nov 3, 2021 11:08 MDT)

Email: ajhopkins@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of Procurement of One Ambulance Using Houston-Galveston Area Council (HGAC) Cooperative Agreement in the TotalAmount of $153,555.00 for the Fire Department; Southwest AmbulanceSales. (Brian Moya, Assist. Chief, Fire Department, bjmoya@santafenm.gov, 505-955-3111 / Sten Johnson, Health & Safety Officer, Fire Department, sajohnson@santafenm.gov, 505-467-9799)

Committee Review:
Finance Committee – 11/29/2021
Quality of Life Committee – 12/01/2021
Governing Body – 12/08/2021

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6a Request for Approval of Procurement of One Ambulance Using HoustonGalveston Area Council (HGAC) Cooperative Agreement in the Total Amount of $153,555.00 for the Fire Department; Southwest Ambulance Sales. (Brian Moya, Assist. Chief, Fire Department, bjmoya@santafenm.gov, 505-955-3111 / Sten Johnson, Health & Safety Officer, Fire Department, sajohnson@santafenm.gov, 505-467-9799) Committee Review: Finance Committee – 11/29/2021 Quality of Life Committee – 12/01/2021 Governing Body – 12/08/2021
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		

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works - Transit	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Transit Admin)	5400091	500110		73,808	
Salaries (Paratransit)	5400094	500110		22,379	
Operating Transfer to Transit Fund	2160001	750540		96,187	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	2160001	401500		(96,187)	
Operating Transfer from Municipal GRT Fund	5400091	650216		(73,808)	
Operating Transfer from Municipal GRT Fund	5400094	650216		(22,379)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) - Transit O&M Admin increases for Transit Driver III & Dispatch Supervisor positions. 2) - Paratransit Operations increases for Transit Driver II positions.

(see attached memo)

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 27, 2021 16:20 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Regina Wheeler, Public Works Department Director Regina Wheeler
Thomas Martinez, Director of Operations and Maintenance
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to fund salary increases for Transit Driver I, II, III & Dispatch Supervisors to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

FY22 Midyear Budget Adjustment – Public Works Department

The Transit Division of the Public Works Department has 22 Driver III positions vacant, out of 53 total and two Driver II positions vacant out of 18. The Division has advertised for these positions 8 times in the last 1.5 years and have had a little response for these jobs. We are losing personnel to companies like RTD Park and Ride, Pepsi, Santa Fe Public Schools, Facebook and Netflix which all have higher pay and offer competitive benefits along with sign on bonuses. The Transit Division is requesting to increase the pay for Transit Driver I, II, III & Dispatch Supervisor positions to assist in recruitment and retention for these critical positions.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this

point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Various

Munis Org Name/Number: Various

Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:

Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to fund salary increases for Transit Driver I, II, III & Dispatch Supervisors to assist in recruitment and retention. (Tomas Martinez, Director of Operations and Maintenance, 505-955-2006, tamartinez@santafenm.gov)

Committee	**Review:**
Finance Committee:	11/29/2021
Quality of Life Committee:	12/01/2021
Governing Body: 12/08/2021	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6y Request for Approval of a Budget Adjustment Resolution (BAR) in the Transit Division of the Public Works Department in the Amount of $96,187 to Fund Salary Increases for Transit Driver I, II, III & Dispatch Supervisors to Assist in Recruitment and Retention. (Thomas Martinez, Director of Operations and Maintenance: tamartinez@santafenm.gov, 505-955-2006) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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 21, 2021**

TO: **Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** tm (Oct 25, 2021 10:43 MDT) for RW
Sam Burnett, Facilities Division Director JSB

FROM: **John Dillon, Project Administrator Facilities Division**

ITEM AND ISSUE:

1) Request for the Approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation in the Amount of $115,776.39 including NMGRT for Design/Build services for the design and construction of a new restroom facility that will be located at the Water Street parking lot; John Dillon jcdillon@santafenm.gov , 505-955-5936

2) Request for the approval of a BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction for the Water Street Restroom project, as approved at the CIAC on 11/17/2020 Item 6B; John Dillon jcdillon@santafenm.gov , 505-955-5936

3) Request for the approval of a BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction for the Water Street Restroom project; John Dillon jcdillon@santafenm.gov , 505-955-5936

BACKGROUND AND SUMMARY:

The Downtown Restroom Facilities are currently under construction. During the demolition of the old restrooms and site preparation for the construction of the new facility an old building that had been demolished and buried on site was found. This required required engineering evaluation, removal of the buried rubble, and its replacement with engineered fill. This change order includes the additional scope, cost and time for this additional work; as well as other design improvements that improve maintainability and aesthetics of the facility. The project cost for design and build is $1,105,276.39 and is now scheduled to be complete in February 2022.

Impact Fees have already been approved for this project as part of original funding and the BAR moving those funds into this projects account is now being completed. Funding for the additional scope outlined above will be BARd from 1/2% GRT for infrastructure.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) #90-000-29-00057 which expires on July 30, 2024.

CONTRACT NUMBER:

The Munis contract number is 3201872.

FUNDING SOURCE:

Fund Name/Number: FA 183200B
Munis Org Name/Number: 3209980
Munis Object Name/Number: 572960 Design and Construction

ACTION REQUESTED:

1) Please approve this amendment #2 with FacilityBuild, Inc. in the amount of $115,776.39 including applicable New Mexico Gross Receipts Tax (8.4375%).

2) Please approve the BAR in the amount of $350,000 to transfer Capital Impact Fees into WIP Construction as approved at the CIAC on 11/17/2020, Item 6B.

3) Please approve BAR in the amount of $125,770 to transfer ½% GRT Revenues into WIP Construction

ATTACHMENTS:

Amendment #2
Original Contract #20-0263
Exhibit A – Base Bid
Exhibit B – Change Order #1
State Price Agreement #90-000-29-00057
FacilityBuild's City Business License
FacilityBuild's Certificate of Insurance
Procurement Checklist
Summary of Contracts
CIAC BAR
1/2% GRT BAR

Signature: J Samuel Burnett
J Samuel Burnett (Oct 25, 2021 10:33 MDT)

Email: jsburnett@santafenm.gov

Item#_____
Munis Contract#3201958

CITY OF SANTA FE
AMENDMENT No. 1
Design/Build Services for a Downtown Restroom Facility
AGREEMENT #20-0263

This AMENDMENT No. #1 (the "Amendment") amends the CITY OF SANTA FE and FacilityBuild LLC AGREEMENT June 10, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and FacilityBuild Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the all-inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe.

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

1. SCOPE OF SERVICES

Article 2 of the Agreement is amended to include “Exhibit B” attached hereto and made a part thereof from FacilityBuild, Inc, so that Article 1 reads as follows:

The Contractor shall perform all-inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe, procured via State Price Agreement #90-000-19-00057. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds,

insurance, permits and more particularly described in "Exhibit A" (Base Bid), and "Exhibit B" (Change Order #1), from FacilityBuild, Inc attached hereto and made a part thereof.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of $471,276.39 so that Article 3, paragraph A reads in its entirety as follows:

Deliverable Item:	Price:
01 Design Build Services	$829,971.18
02 Change Order #1	$106,767.85

The total compensation under this Agreement shall not exceed **$1,015,776.39** including applicable NMGRT (8.4375%)

3. AGREEMENT IN FULL FORCE.

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

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

CITY OF SANTA FE:

_____

ALAN WEBBER,
MAYOR

DATE:_____

CONTRACTOR:

_____

CAMERON KILCUP
PRESIDENT FACILITYBUILD, INC

DATE: 10/29/21

CRS# 02-947637-00-2
Registration # 20-00110356

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 6, 2021 15:14 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY
FINANCE DIRECTOR

3209980 / 572970
Organization & Object

FacilityBUILD DESIGN · BUILD · ON-CALL EXHIBIT A

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020 RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH***
Procurement Contract: *State Pricing Agreement (SPA)*
Email address: MRRODRIGUEZ1@SANTAFENM.GOV
Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*
Plans and specifications provided by: *Lloyd & Associates Architects*

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of $544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) *The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits.* ***2)*** *Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement.* ***3)*** *Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.*

Clarifications:

Final cost to be based upon final construction documents.
Lloyd & Associate services will not be part of the updated re-design.
The redesigned project will target the budget of $544,500.00 plus tax, which is a reduction in scope of about 30%.
No soils report was provided, one may be required to complete the design.
All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.
All revisions in scope of work will be subject to the owners review and approval.

		Re-design & Construction Cost Not to Exceed	**$829,971.18**
NM GRT @	City of Santa Fe	*8.4375%*	**$70,028.82**
		TOTAL	**$900,000.00**

FacilityBUILD's Authorized Signature: *Renier Long* *rlong@facilitybuild.com* *date* 11/3/2020

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

FacilityBUILD DESIGN · BUILD · ON-CALL

EXHBIT B

CONSTRUCTION PROPOSAL

Date: 9/30/2021

RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1***

Procurement Contract: ***State Pricing Agreement***

Email address: MRRODRIGUEZ1@SANTAFENM.GOV

Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*

Plans and specifications provided by: *FacilityBUILD*

Scope of Work: CO # 1

Per up-dated permitted plans by FacilityBUILD Dated 7/15/2021, Sheets G1.0, A1.0, A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A1.8, A1.9, A1.10, A1.11, A2.1, A2.2, A2.3, and A2.4 to include;
Added asphalt demo and patch for electrical transformer, additional scope for ramp, nicho, CMU footings and EFIS, door frames and hardware, revised windows and storefront, revised ceramic tile, revised toilet partitions and accessories, revised plumbing, added 3 electrical outlets, Nicho circuit and hand dryer circuit, excavation and removal of exisitng trash/debris, concrete building slab and footings, place and compact soil to meet elevations, provide and install 8' FRP and trim.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

			$106,767.85
NM GRT @	City of Santa Fe	*8.4375%*	$9,008.54
		TOTAL	**$115,776.39**

FacilityBUILD's Authorized Signature: _____ *date* 9-30-2021

Robert Pino *rpino@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

ITEM # 20-0263

City of Santa Fe Contract
Design/Build Services for a Downtown Restroom Facility for the City of Santa Fe

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

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

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

C. "You" and "your" refers **FacilityBuild, 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 all inclusive design/build services for the design and construction of a new restroom facility that will be located in the Water Street Parking Lot in downtown Santa Fe. This work will include architectural design, historic review, construction, adherence to prevailing wages, performance and payment bonds, insurance, permits and more particularly described in "Exhibit A" attached hereto and made a part thereof from **FacilityBuild, Inc**. This work is being procured via State Price Agreement #90-000-19-00057.

3. **Compensation**

The City shall pay to the Contractor in an amount that shall not exceed $544,500.00 including applicable New Mexico Gross Receipts Tax.

Deliverable item:	U/I (unit of issue)	Price
01 Design/Build Services		$502,132.57

The total compensation under this Agreement shall not exceed **$544,500.00 including applicable NMGRT (8.4375%).**

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 6/30/2022. This Agreement shall 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:

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

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

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

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

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

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

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

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

38. **Survival**

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

39. **Disclosure Regarding Responsibility**

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

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

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

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

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

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

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

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

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

41. **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.

42. **Notification**

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

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

To Contractor:
Cameron Kilcup
President FacilityBuild, Inc
camkilcup@facilitybuild.com
505-828-0060
5904 Florence Ave, NE
Albuquerque, New Mexico 87113

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.

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
CITY MAYOR

DATE: 6/16/2020

CONTRACTOR:

CAMERON KILCUP
PRESIDENT FACILITY BUILD, INC

DATE: 6/11/2020

CRS# 02-947637-00-2

Registration # 20-00110356

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK GB 6/10/20

CITY ATTORNEY'S OFFICE:

4/24/20

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY
FINANCE DIRECTOR

Business Unit Line Item:

FacilityBUILD DESIGN · BUILD · ON-CALL EXHIBIT A

CONSTRUCTION Re-Design PROPOSAL based upon the 30% Construction Drawings

Date: 11/3/2020 RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH***
Procurement Contract: *State Pricing Agreement (SPA)*
Email address: MRRODRIGUEZ1@SANTAFENM.GOV
Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*
Plans and specifications provided by: *Lloyd & Associates Architects*

Scope of Work:

After review of the plans by Lloyd & Associates Architects Dated 1/15/2020, Sheets HG001, HAD01, HAS01, HA101, HA102, HA201 and we have determined the construction cost will exceed the budget of $544,500 plus tax. To get into budget FacilityBUILD Inc. will need to redesign the project utilizing the drawings provided as a basis of design and as noted below;

Includes:

1) *The new design by FacilityBUILD Inc. will encompass as needed; design, construction, prevailing wages; performance and payment bonds; insurance; and permits.* ***2)*** *Revised plans will be developed as requested/directed by the owner. If owner's requested revisions exceed the agreed upon and not to exceed price further revisions in the scope of work (plan development) will be required prior to owner and contractor final agreement.* ***3)*** *Final design and construction cost will need be mutually agreed upon prior to proceeding to permit.*

Clarifications:

Final cost to be based upon final construction documents.
Lloyd & Associate services will not be part of the updated re-design.
The redesigned project will target the budget of $544,500.00 plus tax, which is a reduction in scope of about 30%.
No soils report was provided, one may be required to complete the design.
All items on the reference drawings are subject to revision, modification or elimination from the new scope of work.
In the event this project falls under Historical guidelines the designs may need historical society review and approval.
In the event the parties are unable to come to an agreement FacilityBUILD will be reimbursed for cost incurred, not to exceed 5% of the final construction cost.
All revisions in scope of work will be subject to the owners review and approval.

		Re-design & Construction Cost Not to Exceed	**$829,971.18**
NM GRT @	City of Santa Fe	*8.4375%*	**$70,028.82**
		TOTAL	**$900,000.00**

FacilityBUILD's Authorized Signature: _____ *date* 11/3/2020

Renier Long *rlong@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

FacilityBUILD DESIGN · BUILD · ON-CALL

EXHIBIT B

CONSTRUCTION PROPOSAL

Date: 9/30/2021

RFE: 20-141

City of Santa Fe
MICHAEL RODRIGUEZ (FACILITIES DIVISION DIRECTOR)
Po Box 909, 2651 Siringo Rd, Building E
Santa Fe NM 87504

Cost Proposal Project Name: ***WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1***

Procurement Contract: ***State Pricing Agreement***

Email address: MRRODRIGUEZ1@SANTAFENM.GOV

Telephone # (505) 699-7574

Physical Job Address: *100 EAST WATER STREET, SANTA FE NM 87501*

Plans and specifications provided by: *FacilityBUILD*

Scope of Work: CO # 1

Per up-dated permitted plans by FacilityBUILD Dated 7/15/2021, Sheets G1.0, A1.0, A1.1, A1.2, A1.3, A1.4, A1.5, A1.6, A1.7, A1.8, A1.9, A1.10, A1.11, A2.1, A2.2, A2.3, and A2.4 to include;
Added asphalt demo and patch for electrical transformer, additional scope for ramp, nicho, CMU footings and EFIS, door frames and hardware, revised windows and storefront, revised ceramic tile, revised toilet partitions and accessories, revised plumbing, added 3 electrical outlets, Nicho circuit and hand dryer circuit, excavation and removal of exisitng trash/debris, concrete building slab and footings, place and compact soil to meet elevations, provide and install 8' FRP and trim.

Includes:

As needed: prevailing wages; performance and payment bonds; insurance; permits, - Unless specifically excluded in the scope of work:

Excludes:

Repair or replacement of existing architectural, structural, electrical, fire systems, life safety, code violations, hidden conditions or additional material testing, site improvements; Irrigation or landscape work or any design construction work not specifically described in the scope of work or construction documents :Material Testing, Hazardous Materials Assessment, Abatement, Disposal, Fire Alarm and Fire Protection

			$106,767.85
NM GRT @	City of Santa Fe	*8.4375%*	$9,008.54
		TOTAL	**$115,776.39**

FacilityBUILD's Authorized Signature: _____ *date* 9-30-2021

Robert Pino *rpino@facilitybuild.com*

Acceptance: The above scope of work, cost proposal and Services Agreement General Conditions are hereby accepted. You are authorized to do the work as specified. Costs are valid for 30 days.

Project Name: *WATER STREET RESTROOMS AND INFORMATION BOOTH - CO # 1*

Client Authorized Signature: _____ *date* _____

This agreement is the only agreement expressed or implied in which the work will be completed. The agreement takes precedent over any previous oral agreements and representations. See attached General Conditions on pages 3 and 4 of this proposal.

FacilityBUILD, Inc.
NM Contractors License: # 88676 - GB98, MM98, EE98, GA98, GF98, GF05 and GS04
5904 Florence Avenue NE, Albuquerque, NM 87113 Phone (505) 828-0060 Fax: (505) 823-0616
www.facilitybuild.com

DocuSign Envelope ID: BCA8D713-04BF-4ED1-B093-2C3E0D419360

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **45 Vendors**

Number: **00-00000-20-00110**

Amendment No.: **Two**

Term: **July 1, 2020 – June 30, 2022**

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.: **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2021 to June 30, 2022 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Valerie Pawlk

Mark Hayden, New Mexico State Purchasing Agent

Date: 3/31/2021

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Signatures: 1
Initials: 2

Status: Completed

Envelope Originator:
Clarke Fountain
13 Bataan Blvd
Santa Fe, NM 87508
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

Record Tracking

Status: Original
3/31/2021 9:53:13 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign
Location: DocuSign

Signer Events	Signature	Timestamp
Clarke Fountain clarkej.fountain@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	CF Signature Adoption: Pre-selected Style Using IP Address: 174.237.135.68	Sent: 3/31/2021 9:54:22 AM Viewed: 3/31/2021 9:54:33 AM Signed: 3/31/2021 9:54:40 AM
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.128.217	Sent: 3/31/2021 9:54:41 AM Viewed: 3/31/2021 11:20:01 AM Signed: 3/31/2021 11:20:20 AM
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.133.74 Signed using mobile	Sent: 3/31/2021 11:20:22 AM Viewed: 3/31/2021 11:26:21 AM Signed: 3/31/2021 11:27:14 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/31/2021 9:54:22 AM
Certified Delivered	Security Checked	3/31/2021 11:26:21 AM
Signing Complete	Security Checked	3/31/2021 11:27:14 AM
Completed	Security Checked	3/31/2021 11:27:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor **(45) Vendors** **Telephone:**

Price Agreement Number: **00-00000-20-00110**

Price Agreement Amendment No.: **One**

Term: **July 1, 2020 – June 30, 2021**

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** MS

Telephone No.: **(505) 827-0610**

Email: **Michael.Saavedra@state.nm.us**

Title: **General Construction Services - Statewide**

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

This amendment is issued to reflect the following effective immediately:

Add two vendors to the Price Agreement.

See Attached pages for vendor information and pricing.

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

Accepted for the State of New Mexico

Valerie Paulk _____ Date: 07/20/20

Mark Hayden, New Mexico State Purchasing Agent

X **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**
Amendment No.: One

Vendor
(BR) 0000049445
ESA Construction, Inc.
3435 Girard Blvd. NE
Albuquerque, NM 87107
(505) 884-2171
spannell@esaconstruction.com

Payment Terms: Net 30

Delivery: As required by contracts or purchase orders

(BS) 0000138553
Nine Degrees Construction, LLC
101 Maguey Ct. Suite 2
Sunland Park, NM 88063
(915) 526-8739
cesarm@nine-degrees.com

Payment Terms: Net 30

Delivery:

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
001	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
002	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
003	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

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Item	**Approx. Qty.**	**Unit**	**Article and Description**			
004	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
005	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)			$32.20	$32.20	$32.20	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
006	1	Hr.	Projects UNDER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
007	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, regular hours.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$61.25	$51.75	$56.50	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
008	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$70.00	$70.00	$70.00	$70.00	
(BS)			$72.25	$72.25	$72.25	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
009	1	Hr.	Projects OVER Sixty Thousand ($60,000.00) Journeyman or Experienced Worker, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$54.00	$54.00	$54.00	$54.00	
(BS)			$46.25	$46.25	$46.25	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
010	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Journey or Experienced Worker, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$72.00	$72.00	$72.00	$72.00	
(BS)			$50.30	$50.30	$50.30	

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
011	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$38.00	$38.00	$38.00	$38.00	
(BS)						

Item	**Approx. Qty.**	**Unit**	**Article and Description**			
012	1	Hr.	Project OVER Sixty Thousand ($60,000.00) Laborer, after hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BR)		$45.00	$45.00	$45.00	$45.00	
(BS)			$40.10	$40.10	$40.10	

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Item	Approx. Qty.	Unit	Article and Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor:	Unit Price
(BR)	$0.00
(BS)	$0.00

Item	Approx. Qty.	Unit	Article and Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor:	Unit Price
(BR)	0%
(BS)	2%

Item	Approx. Qty.	Unit	Article and Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Unit Price
(BR)	$130.00
(BS)	$100.00

Item	Unit	Article and Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rage that does not exceed the IRS Mileage Rage linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Nam	Address	City/Zip	Unit Price
(BR)	Main: 3435 Girard Blvd. NE, ABQ, NM 87107; 645 El Molino Blvd. Las Cruces, NM 88005	ESA Construction, Inc.	3435 Girard Blvd. NE/645 El Molino Blvd.	Albuquerque/Las Cruces	$0.85
(BS)	101 Maguey Ct. Suite 2	Nine Degrees Construction, LLC.	101 Maguey Ct. 2	Sunland Park, NM 88063	$0.65

*** 16 Items Total ***

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendors:
43 Vendors – Starting on page 6

Price Agreement Number**:** **00-00000-20-00110**

Payment Terms**:** **See page 6**

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

Delivery**:** **See page 6**

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 MS

Telephone No.**:** 505-827-0610

Email: Michael.Saavedra@state.nm.us

Title: **General Construction Services - Statewide**

Term**:** **July 1, 2020 thru June 30, 2021**

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 Paulk
New Mexico State Purchasing Agent

Date: 6/26/2020

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

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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 bid, 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 bid 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. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **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.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **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 the State Purchasing Agent.

11. **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

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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.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor 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).

14. **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.

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

16. **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.

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

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

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

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the 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.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor 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, Contractor 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 Contractor and the State exceeds $250,000 dollars.

B. Contractor 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. Contractor 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://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 Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor'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 all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the 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 Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor 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.

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Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor 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. Contractor'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 Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the 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 in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor 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 Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This 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 price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000139642
AGM Konstruction LLC
1570 Pacheco Street, Suite E-6
Santa Fe, NM 87505
505-429-6072 or 505-365-2922
ambrose@AGMKonstruction

Payment Terms: 30 days
Delivery: FOB - Job Site

(AB) 0000053415
Advanced Environmental Solutions, Inc.
2318 Roldan Drive
Belen, NM 87002
505-861-1700
asaiz@aesnm.com

Delivery: Per Contract Specs

(AC) 0000107401
All-Rite Construction, Inc.
dba RITECON
539 Oliver Ross Drive NW
Albuquerque, NM 87121
505-344-7663
meshach@ritecon.com

Payment Terms: Net 30

Delivery: As Requested

(AD) 0000009253
Allied Electric, Inc.
2859 Cerrillos Road
Santa Fe, NM 87507
mailing: PO Box 28430
Santa Fe, NM 87592-8430
505-438-8899
melissa@alliednm.com

Payment Terms: Net 30 days

Delivery: As Requested by Owner

(AE) 0000054601
Anchorbuilt, Inc.
PO Box 27688
Albuquerque, NM 87125
505-342-2452
ray.zamora@anchorbuilt.com or mfranco@anchorbuilt.com

Payment Terms: Net 30

Delivery: As Requested

(AF) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123
505-299-4464
clinton@banddindustries.com

Payment Terms: Net 30 days

Delivery: FOB Destination

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(AG) 0000146366
Barnsley Construction, LLC
4900 Hawkins Street
Albuquerque, NM 87109
505-856-5576
rayc@barnsleyconstruction.com

Payment Terms: Net 30

Delivery: FOB Destination

(AH) 0000146367
Miguel Contreras
dba C R M Construction
413 Burma Drive NE
Albuquerque, NM 123
505-974-1869
miguel.crmconstruction@gmail.com

Payment Terms: Net 30

Delivery: As Requested

(AI) 0000051994
Classic Industries, Inc.
PO Box 434
Dona Ana, NM 88032
575-523-2053
classic.industries@comcast.net

Payment Terms: Net 30

Delivery: 5 days from Notice to Proceed

(AJ) 0000138100
Consolidated Builders of NM LLC
PO Box 26785
Albuquerque, NM 87125
505-873-6139
consolidatedbuilders@comcast.net

Payment Terms: Net 30

Delivery: As requested

(AK) 0000116075
Davenport Construction Management LLC
141 Camino de las Crucitas
Santa Fe, NM 87501
505-660-7105
mitch@dcmnm.com

Payment Terms: net 30

Delivery: As Requested

(AL) 0000012754
FacilityBUILD, Inc.
5904 Florence Ave, NE
Albuquerque, NM 87113
505-828-0060
camkilcup@facilitybuild.com

Payment Terms: Net 30

Delivery: As Required

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(AM) 0000079938
Facility Solutions Group
8340 Burnham Road, Suite 300
El Paso, TX 79907
915-307-3386
jerrod.kew@fsgi.com

Payment Terms: Net 30

Delivery: 7209 Jefferson Street SW

(AN) 0000043596
First Mesa Construction, Inc.
8819 Second Street NW
Albuquerque, NM 87114
505-843-8990
cheryl@firstmesa.net

Payment Terms: Net 30 days

Delivery: First Mesa Construction, Inc.

(AO) 0000049692
Franken Construction Co., Inc.
1025 Douglas Avenue
Las Vegas, NM 87701
505-554-1481 or 505-429-1962
brentfranken@frankenconstruction.com

Payment Terms: Net 30 days

Delivery: 1025 Douglas Avenue, Las Vegas, NM 87701

(AP) 0000090285
GM Emulsion, LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
gabriel@gmemulsion.com

Payment Terms: Net 30

Delivery: As requested

(AQ) 0000141388
GME General Building LLC
5935 Agua Fria
Santa Fe, NM 87507
505-471-9981
erik@gmegeneralbuilding.com

Payment Terms: Net 30

Delivery: As requested

(AR) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190
505-880-1819
whumbard@heinm.com

Payment Terms: Net 30

Delivery: FOB Destination

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(AS) 0000049140
Handiwork, Inc.
4425 Juan Tabo Blvd NE, #208
Albuquerque, NM 87111
505-239-5575
jshuster@swcp.com

Payment Terms: Net 30 Days

Delivery: As Requested, FOB Destination

(AT) 0000046321
Jack B. Henderson Construction Co., Inc.
501 Eubank Blvd. SE
Albuquerque, NM 87123
505-292-8955
jeichhorst@jbhenderson.com

Payment Terms: Net 21

Delivery: 501 Eubank Blvd. SE, Alb. NM 87123

(AU) 0000093684
JRM Construction Co, LLC
2620 Via Berrenda
Santa Fe, NM 87505
505-920-9768
bob87505@aol.com

Payment Terms: net 30

Delivery: N/A

(AV) 0000087051
La Mesilla Construction, LLC
98 County Road 119
Espanola, NM 87532
505-927-6513
lamesillaconstruction@gmail.com

Payment Terms: Net 21

Delivery: per owner's request

(AW) 0000055206
Lone Mountain Contracting, Inc.
125 Bosque Farms Blvd.
Bosque Farms, NM 87068
505-869-2996
tessie@lonemountain.com or nick@lonemountain.com

Payment Terms: Net 30

Delivery: 125 Bosque Farms Blvd. Bosque Farms NM 87068

(AX) 0000050594
Longhorn Construction Services, Inc.
9208 Lona Lane NE
Albuquerque, NM 87111
505-858-1360
lcsinc@comcast.net or samlcs@comcast.net

Payment Terms: 30 Days

Delivery: FOB job site

(AY) 0000046795
Lynco Electric Co. Inc.
1520 West Amador
Las Cruces, NM 88005
575-523-9066
lyncoelecnathan@comcast.net

Payment Terms: NET 30

Delivery: AS INDICATED ON BID FORM

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(AZ) 0000070502
Mans Construction, Inc.
1996 S Valley Drive
Las Cruces, NM 88005
575-644-5011
ftorres@mans-co.com

Payment Terms: (21 days from acceptance of undisputed invoice)

Delivery: As Requested per Contract Documents

(BA) 0000011272
Mechanical Controls Solutions
dba MCS
4020 Vassar Drive NE, Suite B
Albuquerque, NM 87107
505-888-1616
mmacready@icsicontrols.com

Payment Terms: Net 45

Delivery: As Requested

(BB) 0000086491
Mevacon LLC
1207 Scoggins
Las Cruces, NM 88005
575-524-0327
arivas@meva-con.com

Payment Terms: Per Terms and Conditions

Delivery: 1207 Scoggins, Las Cruces, NM 88005

(BC) 0000049376
Mick Rich Contractors, Inc.
8401 Firestone Lane, NE
Albuquerque, NM 87113
505-823-9782
jimrich@mickrichcontractors.com

Payment Terms: Net 30

Delivery: As Requested

(BD) 0000090378
Nieto Custom Builders
428 Candie Lane
Corrales, NM 87048
505-270-1346
pnieto@ncbnmpro.com

Payment Terms: 30 days

Delivery: Open

(BE) 0000140941
Northeastern Construction Company
925 Mills Ave
Las Vegas, NM 87701
505-454-8143 or 505-426-7585
sean@necbuilders.net or necontractors@yahoo.com

Payment Terms: Net 30 days

Delivery:

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(BF) 0000114869
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755
chris@plucys.com

Payment Terms: Net 30

Delivery: FOB Destination

(BG) 0000108577
QA Engineering
1409 Ortiz Drive SE
Albuquerque, NM 87108
505-338-7092 or 505-250-8663
robert@qaengineering.com

Delivery: FOB Job site

(BH) 0000132517
R and M Construction LLC
PO Box 1026
Alcalde, NM 87511
505-927-2027
robert@rmconstructionnm.com

Payment Terms: NET 30

Delivery: e-mail or US Mail

(BI) 0000135923
Road Runer Plaster & Drywall LLC
3272 Ojos De Jo
Santa, Fe, NM
505-670-3426
ivanroadrunner@live.com

Payment Terms:

Delivery: Upon Receipt

(BJ) 0000009789
SDV Construction, Inc.
8912 Adams St. NE
Albuquerque, NM 87113
505-883-3176
estimating@sdvconstruction.com or paul@sdvconstruction.com

Payment Terms: Net 30

Delivery: Destination

(BK) 0000076453
Sanchez Demolition, Inc.
PO Box 721
Bosque, NM 87006
505-864-7551
sanchezdemolition@gmail.com

Payment Terms: 30 days net

Delivery:

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(BL) 0000146352
Snyder Construction
5800 San Francisco Rd NE
Albuquerque, NM 87109
505-923-3181
zsnyder@snyder-const.com or tmcmains@snyder-const.com

Payment Terms: Net 30

Delivery: Destination

(BM) 0000051414
WWRC, Inc.
1716 W. 7th
Clovis, NM 88101
575-769-2618
wwrc@wwrcinc.com or ricky@wwrcinc.com

Payment Terms: net 30 days

Delivery: as requested

(BN) 0000009760
Weil Construction, Inc.
3344 Princeton Dr. NE
Albuquerque, NM 87107
505-899-3535
chris@weilconstruction.com

Payment Terms: Net 30

Delivery: Delivery

(BO) 0000048657
Welch's Boiler Service, Inc.
6060 Isleta Blvd S.W.
Albuquerque, NM 87105
505-877-0356
welchsboiler@comcast.net or keith.welch99@comcast.net

Payment Terms: Net 30

Delivery: TBD, Job site.

(BP) 0000052947
Western Mechanical Co.
DBA/Western Mechanical HVAC & Plumbing
3301 Girard Blvd NE
Albuquerque, NM 87107
505-341-4458 or 505-948-3800
westernmechanical@hotmail.com or mike.westernmechanical@gmail.com

Payment Terms: 30 Days

Delivery: Hand Delivery

(BQ) 0000050416
White Sands Construction, Inc.
1700 10th Street
Alamogordo, NM 88310
575-437-7816
catlin@whitesandsconstruction.com

Payment Terms: 21 Days after Submission

Delivery: 1700 10th Street, Alamogordo, NM 88310

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The State of New Mexico wishes to establish a Statewide Price Agreement for on-call general construction services work by New Mexico licensed contractors to provide miscellaneous repairs, upgrades, improvements and new construction services for facilities and properties throughout the state of New Mexico.

Term:
The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of two (2) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed three (3) years.

Compensation Caps:
The total cost of **each project**, including applicable gross receipts tax, shall not exceed Four Million Dollars **($4,000,000.00)**. This cap includes all change orders associated with the project.

The total cap for **this Statewide Price Agreement** is **Twelve Million Five Hundred Thousand Dollars ($12,500,000) per awarded Contractor** for the whole term of the Statewide Price Agreement.

MANDATORY REPORTING FOR AGENCIES AND LOCAL PUBLIC BODIES
The Agency or Local Public Body **MUST** report all work issued under this Price Agreement to the State Purchasing Division AND to the Legislative Finance Committee so that the cap thresholds can be monitored. A forthcoming amendment and/or communication from the State Purchasing Agent will contain the location/website(s) to report all work.

When the total cap of **Twelve Million Five Hundred Thousand Dollars ($12,500,000)** for this Statewide Price Agreement has been reached, the Contractor will be terminated from the Price Agreement.

Insurance:
The Contractor shall provide all insurance necessary for its employees on the project, including, but not limited to, Workman's Compensation Insurance. The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation Insurance coverage for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, when required to do so, this Price Agreement will be cancelled immediately.

Contractor shall indemnify and hold harmless the State and local public body, its officers, and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from, Contractor's and/or its employees, own negligent acts or omissions while Contractor, and/or its employees perform or fail to perform its obligations and duties under the terms and conditions of this Price 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., NMSA 1978 Comp. and Section 56-7-1 NMSA 1978 Comp.) and any amendments thereto.

It is specifically agreed between the parties executing this Price Agreement that it is not intended by any of the provisions of any part of the Price Agreement to create the public or any member hereof a third party beneficiary or to authorize anyone not a party to the Price Agreement to maintain a suit for wrongful death, bodily and/or personal injury to persons, damage to properties and/or other claims whatsoever pursuant to the provisions of this Price Agreement.

The Contractor shall provide public liability insurance for the minimum amount of one hundred thousand dollars ($100,000) for damage to or destruction of property arising out of each occurrence; the amount of three hundred thousand dollars ($300,000) to any person for any number of claims arising out of each occurrence for all damages other than property damage as permitted under the New Mexico Tort Claims Act; and the amount of five hundred

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thousand dollars ($500,000) for all claims arising out of each occurrence. Umbrella or excess liability coverage shall not be considered as any part of the primary coverage.

All work covered by this Invitation to Bid shall be in accordance with applicable state laws, the International Building Code (IBC) and New Mexico building codes and is subject to the minimum wage rate determination issued by the New Mexico Department of Workforce Solutions, if applicable.

Wage Rates:
All work covered by this Invitation to Bid shall be in accordance with applicable state laws and is subject to the minimum wage rate determination issued by the Department of Workforce Solutions (DWS), if applicable.

A wage rate decision is required by the Public Works Minimum Wage Act for construction, demolition or renovation purposes on projects costing sixty thousand dollars ($60,000) or more and funded in part by state or local funding. The Contractor agrees to comply with the current prevailing wage rate schedule when applicable. For current wage rates or for additional information, visit: http://www.dws.state.nm.us. The agency or local public body will request a wage rate determination from the DWS.

Bonding:
A one hundred percent (100%) performance bond and a one hundred percent (100%) payment and material bond executed by a surety company authorized to do business in the state of New Mexico will be required of the successful bidder(s) prior to each project over twenty-five thousand dollars ($25,000). Said bonds must be provided to the requesting agency and are to be filed with the agencies purchasing office. Failure to comply shall result in the order being issued to another vendor and the difference being charged back to the awarded Contractor(s).

Other:
The awarded Contractor shall be responsible for all permits associated with this work as required by the State of New Mexico Construction Industries Division (CID) or the local Authority Having Jurisdiction (AHJ). The CID will issue permits for work performed at state-owned buildings.

Contractor Note:
No person shall act as a Contractor without a license issued by the Construction Industries Division, classified to cover the type of work to be performed. No bid on a contract shall be submitted unless the Contractor has a valid Contractor's license issued by the CID to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

When submitting a quote for a specific project valued at more than sixty thousand dollars ($60,000) for any portion of a public works project greater than sixty thousand dollars ($60,000) that is subject to the New Mexico Public Works Act, the Contractor is required to be registered with the Labor and Industrial Division of the Department of Workforce Solutions prior to submitting its quote. The using agency may reject any quote that fails to provide a Public Works Registration Number for the prime Contractor and all other listed Contractors or subcontractors.

The Contractor will be contacted on an as needed, on-call basis to perform work associated with this Price Agreement. A Price Agreement award is without assurance of quantity or dollar amount of work to be performed. Failure to respond to the Using Agency's requests may be grounds for termination of this Price Agreement.

For questions, contact Michael Saavedra, State Purchasing Division, at (505) 827-0610.

Scope of Work:
Contractors will be contacted on an as needed basis to perform work associated with this Price Agreement. Contractors shall provide their cost for performing all the work called for in the Using Agency's scope of work for the project. Projects may be of short or long term duration, throughout the state in the designated Zones.

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Contractors shall have the technical staff to perform diagnostic services; provide design services as needed; and to provide professionally prepared, stamped drawings, if needed, to obtain installation or construction permits. The Contractor is responsible for obtaining all required licenses, fees and permits required by government agencies to perform the work.

Contractors shall be 'licensed Contractors" capable of providing all coordination, supervision and services required for comprehensive general building construction, renovations, upgrade and improvement projects and to provide new construction services including incidental design. The scope of an individual project may include equipment, fixtures and furniture whether attached or not to the building. It can include site and utility work including landscaping and parking lot/ minor road/ minor bridge work. The utility work can include building power systems such as solar panels, geothermal systems, water sourcing systems, water treatment and waste disposal/treatment systems. It may also include demolition and abatement projects. Identification and abatement of asbestos containing materials (ACM) may be performed under separate contracts. It can also include security and other low voltage installations with related controls and equipment.

Contractors shall provide all materials, labor, equipment and tools required to successfully complete the work requested. The Contractors shall be capable of providing a work force with supervision, adequate to perform work for a forty (40) hour work week during normal working hours with the option of working non normal or overtime hours if required.

Replacement systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

Subcontracting of work is allowed and shall be prior approved by the Using Agency. Subcontractors shall have the appropriate current and valid Contractor's licenses for their work. And shall furnish proof upon request.

Furnishing of submittal data for any/all new equipment and materials as well as O&M's when either/or are required, and deemed necessary for the facility is required. Training of site personnel for the proper operation of newly installed equipment/systems and its related controls will be performed and required for completion. This training must be acceptable to the person in charge of the facility.

Replacement mechanical/electrical/plumbing systems and related equipment shall meet current minimum state mandated "Energy Star" energy conservation standards.

The Contractor shall provide all protective coverings necessary to protect existing, adjacent finishes while performing its work. If any damage is encountered during the contractor's work, to other areas, the contractor will be held responsible for repairing any damage done by his employees, subcontractors and vendors.

The Contractor shall, at his own cost, restore any damage to existing, adjacent finishes damaged as a result of performing its work and to make new work inconspicuous with the existing, adjacent finishes.

The Contractor shall provide all clean-up for its operations and control of all construction debris. All work areas shall be maintained in a neat and workmanlike manner. All construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The Using Agency's trash container for the building shall not be used for disposal of any construction debris.

All work shall be according to current applicable State and National codes. All work shall be in strict compliance with the national and state building mechanical, plumbing, fire and electrical codes including SMACNA, and ASHRAE standards.

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Safety shall be of main concern and enforced by the contractor on site and will be periodically inspected by the State's qualified safety personnel. The Contractor shall comply with all local, state and federal laws governing safety, health and sanitation. The on-site Superintendent shall have a minimum OSHA 10 and preferably OSHA 30 card with them at all times when on the jobsite. The Using Agency shall not in any way be responsible for any fines set forth for such violations of codes, OSHA standards or any other governing agency having jurisdiction at the work site. The Contractor shall provide all needed safe guards, safety devices and protective equipment; take any actions necessary to protect the life and health of employees on the job; the safety of the public; and to protect the property of the Using Agency in connection with the performance of the work covered by this Price Agreement. Any work involving disconnect or switching of electrical service to a work area shall utilize LOCKOUT/TAGOUT identification practices.

All personnel working on the project and providing these services shall be experienced and certified in all areas related to this work and required by this Price Agreement. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Contractor's price shall include all labor costs, tools, equipment, materials, permits, overhead, profit, insurance and any other fees necessary to perform the work called for in the Using Agency's scope of work and drawings for this project. Any equipment required to have licensed operators shall be the responsibility of the contractor before any equipment is turned on at the jobsite.

The bid price for this ITB shall **not** include New Mexico gross receipts tax or local option tax(es). Such tax or taxes shall be added by the Contractor to its quote (line item on schedule of values) at the current tax rate at the project's location. As a separate item, the Using Agency shall ensure the appropriate gross receipts tax is added to the Contractor's project proposal and that it is encumbered in the Purchase Order. The prices quoted for each project represent the total compensation to be paid by the Using Agency for the goods and/or services provided including any and all labor, equipment, tools, materials, taxes, permits, licenses, or other costs necessary to complete the service or goods provided.

The Contractor shall provide all the services needed and called for in the Using Agency's scope of work, in addition to the requirements set forth in this Price Agreement.

Request for Quote (RFQ):
Each project under this Price Agreement will be individually described in a "Request for Quote (RFQ)". The RFQ will describe the scope of work, the duration of the project with the date of Substantial Completion and if there are liquidated damages for not meeting the date of substantial completion. The date of Substantial Completion is the date when the space can be occupied or the Work used/operated and is turned over to the User Agency. Final completion is the date when the project is totally complete, the punchlist work complete and the Contractor's final pay application/invoice is approved. The terms and conditions of the Contractor's Statewide Price Agreement will apply to all Purchase Orders which result from the accepted quote in response to the RFQ.

<u>There will be NO markups allowed for adding subcontractor costs and to cover general conditions (administrative costs and other related expenses) allowed on any of the quotes issued pursuant to this statewide price agreement. If a subcontractor is hired for the project the reimbursement must be at actual cost of the subcontractor's cost.</u>

The Contractor and its employees agree to cooperate with and to abide by the rules and requirements of the requesting Using Agency to not interfere with the daily operations of the Agency or to jeopardize the health, safety or welfare of the employees or general public conducting business with the Using Agency.

The Using Agency reserves the right to purchase materials directly from existing Statewide Price Agreements and other sources, and to provide these materials to the Contractor. The Contractor shall provide an itemized, quantifiable list of materials required for the project.

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If the Contractor is requesting reimbursement for materials used on the work, copies of the invoices for the materials must be included when submitting invoices/pay applications. The Contractor may NOT add markups for the materials purchased.

The Using Agency reserves the right to procure specialty services directly from its other Statewide Price Agreements and other sources to the awarded Contractor. Specialty services provided from other Statewide Price Agreements and other sources shall be coordinated by the Contractor.

The Using Agency reserves the right to obtain quotes from multiple vendors covered under this Statewide Price Agreement and award a project to a contractor based on the quotes.

When a service is needed, the Using Agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

If any equipment or building system cannot be economically repaired or has reached the end of its life cycle, the Contractor shall justify with costs and other information the need for replacement. If replacement is recommended, the Contractor will provide written justification for system and/or the model, size and type of unit recommended along with any applicable efficiency data. The Using Agency's and energy standards will be discussed and taken into consideration when proposing replacement units or systems.

The Contractor shall visit the site and compare the Using Agency's scope of work and/or drawings to the existing conditions and provide all services called for in addition to the requirements set forth in this Price Agreement.

The Contractor will be required to provide a written quote, to include the work to be performed and the amount of time required for the completion of the project and submit to the Using Agency at no cost to the Using Agency.

Prior to commencement of any work performed the Using Agency will issue a notice to proceed for the work upon receipt of a purchase order, based on the prices set forth by Contractor's quote. The work on any project to be performed under this Contract shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects, an email will suffice.

The Contractor shall begin the work based on the priority identified by the Using Agency. Any delay beyond the stated completion date shall be upon agreement by the Using Agency and the Contractor.

Where work is to be conducted in a state or local correctional or secured facility, security clearances and background checks that may be required by the facility for the Contractor and its employees must be obtained prior to commencement of any work at that facility. The Using Agency reserves the right to deny any employee of the Contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The User Agency reserves the right to provide an escort and/or full time supervision of the Contractor and its employees during any or all phases of a project, should the Using Agency feel it is in its best interest to provide these extraordinary security services.

The Using Agency reserves the right to escort any or all employees of the Contractor off its property, for any inappropriate conduct or actions that jeopardize the safety, security or wellbeing of the facility or any individual. Inappropriate behavior by the Contractor, its employees or subcontractors may be grounds for immediate removal from this Price Agreement. Any employee of the Contractor found in violation of any law, while on the User Agency's property, will be prosecuted.

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Change Orders:
Any change orders to the project scope will require an additional RFQ with backup materials and labor costs and shall be substantiated without a doubt there was no way of knowing the additional services were needed when the original quote was provided. Change orders shall be managed closely by the Using Agency. Change order abuse shall be reported to the Procurement Specialist listed on the cover page of this Price Agreement. Preventative measure shall be taken by both the contractor and the Using Agency prior to issuing the Notice to Proceed. Such measures may include: soil tests (soil boring); clarification of ambiguity in the project plan, the scope of work, the RFQ, the drawings, etc.; the project scope should be completely defined and agreed upon before any work begins.

Using Agency's obligations:
- Shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.
- Allow the Contractor limited use of on-site utilities for projects at an existing building.
- Shall provide periodic and/or random inspections of its projects. Using Agencies shall be responsible for providing its inspections, photography of the project's progress, and preparation of field observation reports.
- Conduct weekly on-site meetings with the Contractor, or on an as-needed basis, to ensure compliance with the scope of work for the project; provide assistance and guidance; to resolve problems arising during the project; and to ensure quality of work and materials being incorporated into the project.
- Process requests for payment within twenty-one (21) days of time/date stamped receipt of proper invoice and/or G702 & G703 Schedule of Values, Application and Certificate for Payment, when more than a single invoice applies to the contracted amount.
- If applicable, procure independent special inspections, commissioning, structural, soils testing with geotechnical reports and/or topographical survey.

Other Construction Related Terms and Conditions:

Time Considerations:
The work on any project to be performed under this Agreement shall commence no later than ten (10) consecutive calendar days after the date of written "Notice to Proceed." On smaller projects an email will suffice. The date of Substantial Completion shall be described in the RFQ. The date can be extended by the Using Agency by valid written Change Order.

Should the Contractor neglect, refuse, or otherwise fail to complete the Work on the project within the time specified in the RFQ, the Contractor agrees, in partial consideration for the award of the Purchase Order, to pay to the Using Agency the amount of dollars named in the RFQ per consecutive calendar day, not as a penalty, but as liquidated damages for such breach of the Purchase Order under this Price Agreement.

Mediation:
Any controversy or claim arising between the parties shall be settled by mediation if the parties cannot reach a mutually agreeable solution. The parties shall endeavor to resolve their disagreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the procedures of the New Mexico Public Works Mediation Act (NMSA §13-4C-1 et seq.) except that before any party may select a mediator it must confer in good faith with the other party concerning the selection of a mutually acceptable mediator. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of **sixty (60) days** from the date of notice of mediation session, unless stayed for a longer period by agreement of the parties or court order.

Inspection of Work:
If a Purchase Order is issued for the purchase of services, the following terms shall apply when applicable:
A. Services include services performed, workmanship, and material furnished or utilized in the performance of services.

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B. The Contractor shall provide and maintain an inspection system acceptable to the Using Agency covering the services under the Purchase Order. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Using Agency or other party to the Purchase Order during the term of performance of the Work and for as long thereafter as required.
C. The Using Agency has the right to inspect and test all services contemplated to the extent practicable at all times and places during the term of the Project. The Using Agency shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
D. If the Using Agency 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 Purchase Order price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
E. If any part of the services do not conform with the requirements, the Using Agency may require the Contractor to re-perform the services in conformity with the requirements at no increase in Purchase Order amount. When the defects in services cannot be corrected by re-performance, the Using Agency may:
   (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements; and
   (2) reduce the Purchase Order price to reflect the reduced value of the services performed.
F. 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, the Using Agency may:
   (1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Using Agency that is directly related to the performance of such service; or
   (2) cancel the Purchase Order for default.

THE PROVISIONS OF THIS ARTICLE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE USING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THE PURCHASE ORDER/PRICE AGREEMENT .

Suspension, Delay or Interruption of Work:
The Using Agency 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 Using Agency may determine.. 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.

Time Extension Costs:
Agreed Compensation for Overhead "General Conditions" for Changes to Time for Completion or Contract Completion Date for Changes to the Work**:** If the change in the Work also changes the Time for Completion or the Agreement Completion Date by adding days to complete the Work, an itemized accounting of the following General Conditions costs for direct Site overhead set forth in the subparagraph below may be considered as allowable costs for compensation. Home office overhead and other indirect overhead expenses are to be considered included in the allowable markups and not added into the General Conditions expenses.

Direct Site Overhead Expenses:
The Contractor's per diem expenses, as shown by the itemized accounting, for the following allowable, applicable, direct Site overhead expenses: The Site superintendent's pro-rata salary, temporary Site office trailer, temporary fencing, building utility costs, security, temporary storage and temporary Site utilities including basic telephone service, electricity, heat, water, and sanitary/toilet facilities, etc. for each day added.

"Per Diem Rate" means lodging, meals, and incidentals (excluding taxes). Reference Section Lodging by month and Section Meals & Incidentals Breakdown link https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NM&fiscal_year=2020&zip=&city=

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If at any time there is a delay in the critical path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Agreement Price beyond the deadlines or due to the Contractor's refusal to proceed with any of the approved Work, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Time for Completion or Agreement Completion Date or for an increase in the Contract Price.

Clean Up and Storage:

A. The Contractor will provide off-site legal disposal of all waste products, trash, and debris. Using Agency's trash receptacles will not be used by the Contractor. Sanitary facilities will "not" be available at the job site. Contractor shall be responsible for the provision and maintenance of portable toilets.
B. The Contractor on a daily basis shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials and shall then thoroughly clean the premises and the site to the Using Agency's satisfaction.
C. Materials or equipment shall be delivered to the project in the manufacturer's original sealed, labeled containers and shall be adequately protected against moisture, dust, tampering or damage from improper handling or storage. Materials shall not be delivered to the site before they are needed.
D. Storage of materials and construction equipment shall be coordinated with the Using Agency.

Permits and Fees:

A. IF APPLICABLE- The Contractor shall secure and pay for the Building Permit and other permits and governmental fees, licenses and inspections and Certificate of Occupancy necessary for proper execution and completion of the Work. Changes or modifications to the Work shall include all requirements of this paragraph.

B. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

C. IF APPLICABLE- Certificates of Inspection, use and occupancy will be delivered to the Using Agency upon completion of the Work in sufficient time for occupation of the facility in accordance with the approved schedule for the Work. Contractor shall deliver a photocopy of the Building Permit to the Design Professional and Using Agency as soon as it is obtained.

Schedule, Progress Meetings and Reports:

A. The Contractor, promptly after being awarded a Project and before the first payment application, shall prepare and submit for the Using Agency's information a Critical Path Construction Schedule for the Work that indicates the intended start and completion of the various construction activities, which shall be implemented and adhered to by the Contractor, Subcontractors, material suppliers and equipment suppliers. At a minimum, the schedule shall be a GANTT type schedule and shall not exceed time limits allowed by the RFQ or Notice to Proceed with no fewer work breakdown events than line items of the Schedule of Values.

B. The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Using Agency.

C. Progress meetings shall be scheduled on a regular basis. The purpose will be to review the upcoming activities, any open issues and current progress. The Contractor shall keep any meeting minutes as needed. Progress schedules shall be updated regularly. A three week look-ahead schedule should be presented at every project meeting. A new schedule shall be presented with any change orders.

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D. The Contractor shall prepare a Daily Report each day that Contractor, Subcontractors or any other entity are on the Project. The Daily Reports shall be maintained at the site and be well organized. The Using Agency may request copies at any time. The reports may include:
   1. report date and who prepared the report;
   2. weather conditions - low temp, high temp, visibility, humidity, wind, wind direction, cloud conditions, precipitation amount, other notes;
   3. companies present by name and their number of workers, work location, total man hours that day for each company;
   4. equipment - type, source, units of work done, location of work, hour meter reading;
   5. material brought to site - description, units, quantity, quality, location, time;
   6. visitors to site - name, company, time;
   7. safety concerns - company, contact, noticed by, work activity, safety issue, requirement, outcome; and,
   8. quality assurance and control - company, description of issue, specification section, issued by.

Close-out Requirements:

The Contractor shall submit to the Using Agency a separate and detailed Closeout Schedule indicating the date of Final Completion and all work to be completed before Final Completion including Close-Out requirements. The punch list of incomplete or inadequate work shall also be submitted when the work is substantially complete. Failure to include any item on the punch list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents.

Before final completion can be achieved, all Work must be complete and accepted including the following as applicable:

   a. Work associated with Punch List(s);
   b. testing, balance or performance operations complete and in agreement that associated work is in compliance with the Contract Documents;
   c. one hard copy and one electronic copy in .pdf format of final approved test, balance or performance report(s) complete with directory of contents submitted to Using Agency;
   d. as-Built drawings delivered in AutoCAD or electronic format;
   e. written certification signed by Using Agency of delivery and stocking of extra material, equipment or components required by the Purchase Order at a location established by the Using Agency;
   f. delivery of all warranties required by the Work;
   g. all keys, passes, codes, software or other methods or components of control or security which have been correctly and adequately accounted for and closed-out;
   h. completed Operations Liability insurance policy certificate, if applicable;
   i. training of staff on all applicable building systems;
   j. all Storm Water Pollution Prevention Permits (SWPPP) have been updated or closed;
   k. utility transfer to User/Using Agency;
   l. Operations and Maintenance Manuals;
   m. a certified statement of Release of Liens (AIA Document G706A or approved form) and Consent of Surety.

Warranty:

The Contractor shall warrant its work (non-roofing and equipment), for materials and for workmanship furnished and performed under this Price Agreement for a period of one (1) year minimum from the date of acceptance or Substantial Completion. The Contractor shall warrant its work for repairs or restoration of existing systems, appliances and work for ninety (90) days from the date of acceptance or Substantial Completion. It is understood that some equipment is far beyond its normal life and a warranty cannot be extended/supplied. Contractor must pass on to the User Agency warranties of replaced roofs and equipment offered by the manufacturer.

Payment Provisions:

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Generally payments are made on a thirty (30) day billing cycle. Payment for projects of less than thirty (30) day duration shall be paid upon the Using Agency's acceptance of the work.

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the Agency shall determine if the Construction Work provided meets specifications. No payment shall be made for any work until the Work has been accepted in writing by the Using Agency. Unless otherwise agreed upon between the Using Agency and the Contractor, within fifteen (15) days from the date the Using Agency receives written notice from the Contractor that payment is requested for work, the Using Agency shall issue a written certification of complete or partial acceptance or rejection of the Work. Unless the Using Agency gives notice of rejection within the specified time period, the Work will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the Work has been received and accepted, payment shall be tendered to the Contractor within twenty one (21) days after the date of acceptance of an undisputed invoice.

C. The Contractor, before final payment of the amount due under this Contract, shall provide requested Close-out documents including any release of liens.

BID INFORMATION:
Hourly rates are requested for the three (3) levels of personnel. **All items for pricing must be filled in**. If one of the personnel listed is not relevant to your company, fill in a rate for a comparable employee that is on staff or could be on staff at a future time. For example, if the Superintendent also functions as the Journeyman or Experienced worker or vice versa, enter his rate for both items. Any blank items will cause a possible rejection of the bid for non-compliance.

Superintendent: a person with supervisory experience who maintains control of the work and work site. This person may or may not actually perform work on the project.

Journeyman or Experienced Worker: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed or a person with many years of experience with a high rate of pay.

Laborer: a person with minimal experience, performing minor forms of labor.

Materials and Parts:
Contractor shall submit billings, based on actual Contractor costs for materials, less any applicable percentage for discounts. If there is no discount to be offered, enter zero. Contractor shall provide verification that materials purchased were used for the project. Any unused, billed for materials shall be turned over to the Using Agency for which the work was provided.

The State of New Mexico requires that all materials shall be new and of the highest quality and at the best attainable price available for the type of work being performed.

No used materials shall be used on the project. Recycled materials specifically prepared for reuse to meet "LEED" certification may be permitted, with the User Agency's approval.

Mileage and Per Diem: The work to be performed may be throughout the state based on the Zones. The Contractor's cost to perform the work may include any applicable per diem. Enter an amount even if it appears that none will be needed. Mileage bid shall not be greater than the Standard Mileage Rates provided by the IRS: https://www.irs.gov/tax-professionals/standard-mileage-rates/

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Contractors will be allowed travel time and mileage one way from vendor's place of business to jobsite in excess of fifty (50) miles. Mileage will be based on mapquest.com. The full round trip mileage will be calculated and then one hundred (100) miles will be subtracted in order to compute the allowable daily trip mileage for each project.

Hours Worked:

Regular Hours: Monday through Friday and 8 am through 5 pm.

After Hours: All hours not within the days and times listed for "Regular Hours".

The State of New Mexico reserves the right to award this Price Agreement to multiple vendors. Bidders must include pricing for ALL items starting from item 001 through item 013 in order to allow for accurate comparisons. If a Bidder fails to include one or more of those items his Bid may be rejected.

Bids for these services are requested on a statewide basis. Separate awards for each or combinations of zones may be utilized. Vendors are encouraged to bid only in the zones where the bidder may adequately perform the service in an efficient manner. The State anticipates awards to Contractors in 6 zones. Each zone will be evaluated separately. A Contractor may bid on multiple zones. The intent in the bid tabulation is to add up all of the items from item 001 through item 013 in order to determine the low bidder.

Zone ONE: San Juan, McKinley counties
Zone TWO: Colfax, Harding, Los Alamos, Mora, Rio Arriba, Santa Fe, San Miguel, Taos and Union counties.
Zone THREE: Bernalillo, Catron, Cibola, Sandoval, Socorro, Torrance and Valencia counties.
Zone FOUR: Dona Ana, Grant, Hidalgo, Lincoln, Luna, Otero, and Sierra counties.
Zone FIVE: Chavez, Eddy, Lea counties
Zone SIX: Curry, De Baca, Guadalupe, Quay, Roosevelt counties

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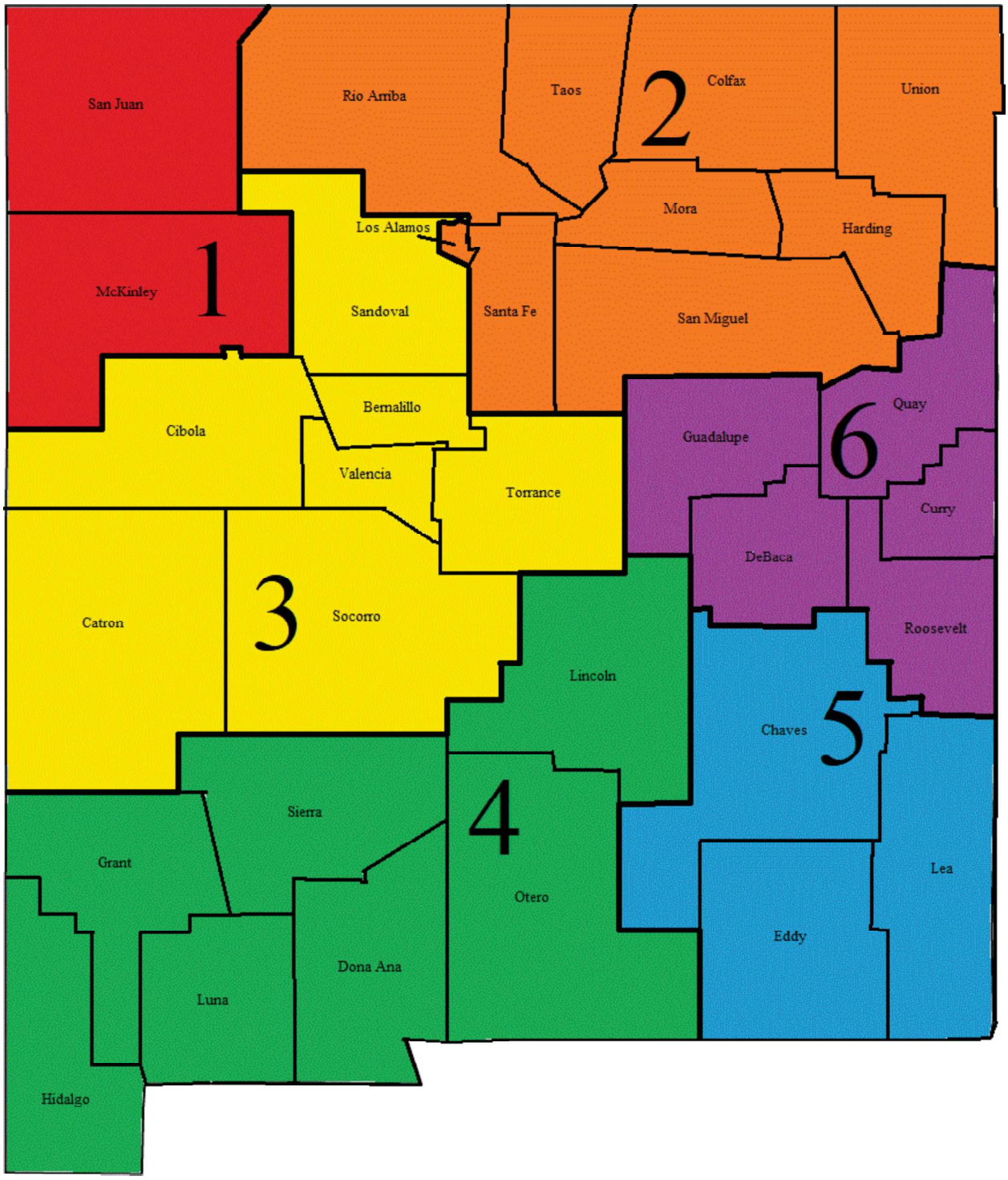

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Items:

Item	Approx. Qty.	Unit	Article Description			
		Projects UNDER Sixty Thousand ($60,000.00)				
001	1	Hr.	Superintendent, regular hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$81.92	$81.92	$79.54			$81.92
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$72.00	$72.00			
(AT)	$84.26	$84.26	$79.71	$84.26	$84.26	$84.26
(AU)		$45.00	$45.00			
(AV)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$58.04		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$97.33	$97.33	$92.70	$97.33	$97.33	$97.33
(BD)	$67.97	$67.97	$64.26	$71.67	$75.40	$67.97
(BE)	$35.00	$33.00	$35.00	$35.00	$35.00	$35.00
(BF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
001	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BK)	$51.12	$51.12	$51.12	$51.12	$51.12	$51.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$82.00	$82.00	$82.00	$82.00	$78.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description
			Projects UNDER Sixty Thousand ($60,000.00)
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AB)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$122.86	$122.86	$119.36			$122.86
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AS)		$75.00	$75.00			
(AT)	$112.43	$112.43	$106.36	$112.43	$112.43	$112.43
(AU)		$45.00	$45.00			
(AV)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$87.06		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$102.20	$102.20	$97.33	$102.20	$102.20	$102.20
(BD)	$70.97	$70.97	$67.26	$74.67	$78.40	$70.97
(BE)	$42.00	$40.00	$42.00	$42.00	$42.00	$42.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
002	1	Hr.	Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BF)	$105.00	$105.00	$105.00	$105.00	$105.00	$105.00
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$76.68	$76.68	$76.68	$76.68	$76.68	$76.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$102.00	$102.00	$102.00	$102.00	$97.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AE)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AI)			$48.26	$47.26	$47.26	$48.26
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$52.00	$52.00	$52.00	$52.00	$52.00	$52.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$79.08	$79.08	$76.82			$79.08
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$52.00	$52.00			

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Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
003	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AT)	$76.25	$76.25	$72.13	$76.25	$76.25	$76.25
(AU)		$30.00	$30.00			
(AV)	$43.00	$43.00	$43.00	$43.00	$43.00	$43.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AY)				$58.04		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$74.15	$74.15	$70.62	$74.15	$74.15	$74.15
(BD)	$54.88	$54.88	$51.79	$57.97	$61.06	$54.88
(BE)	$26.00	$24.00	$26.00	$26.00	$26.00	$26.00
(BF)	$65.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$27.50	$27.50	$27.50	$27.50	$27.50	$27.50
(BJ)	$42.87	$45.01	$42.87	$45.01	$47.16	$42.87
(BK)	$34.08	$34.08	$34.08	$34.08	$34.08	$34.08
(BL)	$41.32	$41.32	$41.32	$41.32	$41.32	$41.32
(BM)		$65.00	$65.00	$65.00	$65.00	$62.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
004	1	Hr.	Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$92.00	$92.00	$92.00	$92.00	$92.00	$92.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AD)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AE)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
		Projects UNDER Sixty Thousand ($60,000.00)				
004	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AI)			$64.50	$63.50	$63.50	$64.50
(AJ)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AK)		$96.00				
(AL)	$69.00	$69.00	$69.00	$69.00	$69.00	$69.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$118.62	$118.62	$115.23			$118.62
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$55.00	$55.00			
(AT)	$100.74	$100.74	$95.30	$100.74	$100.74	$100.74
(AU)		$30.00	$30.00			
(AV)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$74.00	$74.00	$74.00	$74.00	$74.00	$74.00
(AY)				$87.06		
(AZ)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(BA)	$77.60	$77.60	$77.60	$77.60	$77.60	$77.60
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$77.85	$77.85	$74.15	$77.85	$77.85	$77.85
(BD)	$57.88	$57.88	$54.79	$60.97	$64.06	$57.88
(BE)	$32.00	$30.00	$32.00	$32.00	$32.00	$32.00
(BF)	$97.50					
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(BI)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(BJ)	$62.56	$65.69	$62.56	$65.69	$68.82	$62.56
(BK)	$51.02	$51.02	$51.02	$51.02	$51.02	$51.02
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$77.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects UNDER Sixty Thousand ($60,000.00)			
005	1	Hr.	Laborer, regular hours worked.			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AB)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AE)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$35.27	$34.27	$34.27	$35.27
(AJ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AK)		$62.00				
(AL)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AM)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AN)	$56.49	$56.49	$54.87			$56.49
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AQ)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00
(AR)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AS)		$26.00	$26.00			
(AT)	$58.35	$58.35	$55.20	$58.35	$58.35	$58.35
(AU)		$20.00	$20.00			
(AV)	$29.00	$29.00	$29.00	$29.00	$29.00	$29.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(AY)				$27.00		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$47.66	$47.66	$45.39	$47.66	$47.66	$47.66
(BD)	$43.10	$43.10	$40.91	$45.40	$47.68	$43.10
(BE)	$18.00	$16.00	$18.00	$18.00	$18.00	$18.00
(BF)	$43.13	$43.13	$43.13	$43.13	$43.13	$43.13
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
005	1	Hr.	Laborer, regular hours worked.

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(BI)	$20.75	$20.75	$20.75	$20.75	$20.75	$20.75
(BJ)	$35.58	$37.36	$35.58	$37.36	$39.14	$35.58
(BK)	$25.56	$25.56	$25.56	$25.56	$25.56	$25.56
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$50.00	$50.00	$50.00	$50.00	$48.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st-4th year apprentice**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AI)			$45.01	$44.01	$44.01	$45.01
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$93.00				
(AL)	$62.00	$62.00	$62.00	$62.00	$62.00	$62.00
(AM)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AN)	$84.73	$84.73	$82.31			$84.73
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AS)		$28.00	$28.00			
(AT)	$79.00	$79.00	$74.73	$79.00	$79.00	$79.00
(AU)		$20.00	$20.00			
(AV)	$38.00	$38.00	$38.00	$38.00	$38.00	$38.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AY)				$40.50		
(AZ)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
		Projects UNDER Sixty Thousand ($60,000.00)	
006	1	Hr.	Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$50.04	$50.04	$47.66	$50.04	$50.04	$50.04
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$20.00	$18.00	$20.00	$20.00	$20.00	$20.00
(BF)	$64.70	$64.70	$64.70	$64.70	$64.70	$64.70
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$51.62	$54.20	$51.62	$54.20	$56.78	$51.62
(BK)	$38.34	$38.34	$38.34	$38.34	$38.34	$38.34
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$63.00	$63.00	$63.00	$63.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description
		Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects	
007	1	Hr.	Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$67.00	$67.00	$67.00	$67.00	$67.00	$67.00
(AF)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AG)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AH)	$63.00	$63.00	$63.00	$63.00	$63.00	$63.00
(AI)			$77.30	$62.52	$77.30	$78.30
(AJ)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AK)		$68.00				
(AL)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AM)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AN)	$78.51	$78.51	$76.28			$78.51
(AO)		$51.72	$51.72	$51.72		$51.72
(AP)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00

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Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

007 1 Hr. Superintendent, regular hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AR)	$90.00	$90.00	$90.00	$90.00	$90.00	$90.00
(AS)		$75.00	$75.00			
(AT)	$81.99	$81.99	$77.43	$81.99	$81.99	$81.99
(AU)		$45.00	$45.00			
(AV)	$56.00	$56.00	$56.00	$56.00	$56.00	$56.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AY)				$68.96		
(AZ)	$60.75	$60.75	$60.75	$60.75	$60.75	$60.75
(BA)	$72.45	$72.45	$72.45	$72.45	$72.45	$72.45
(BB)	$61.00	$61.00	$61.00	$61.00	$61.00	$61.00
(BC)	$89.22	$89.22	$84.97	$89.22	$89.22	$89.22
(BD)	$77.97	$77.97	$74.26	$81.67	$85.40	$77.97
(BE)	$50.00	$48.00	$50.00	$50.00	$50.00	$50.00
(BF)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BG) Sheet Metal	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Plumbing & Pipe Fitting	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BG) Electrical	$60.44	$60.44	$60.44	$60.44	$60.44	$60.44
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$34.50	$34.50	$34.50	$34.50	$34.50	$34.50
(BJ)	$70.33	$73.85	$70.33	$73.85	$77.36	$70.33
(BK)	$61.12	$61.12	$61.12	$61.12	$61.12	$61.12
(BL)	$45.39	$45.39	$45.39	$45.39	$45.39	$45.39
(BM)		$108.00	$108.00	$108.00	$108.00	$103.00
(BN)	$47.20	$47.20	$47.20	$47.20	$47.20	$47.20
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$100.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

008 1 Hr. Superintendent, after hours

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$115.00	$115.00	$115.00	$115.00	$115.00	$115.00
(AB)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects					
008	1	Hr.	Superintendent, after hours			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AG)	$67.50	$67.50	$67.50	$67.50	$67.50	$67.50
(AH)	$68.00	$68.00	$68.00	$68.00	$68.00	$68.00
(AI)			$108.57	$93.79	$108.57	$109.57
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$102.00				
(AL)	$94.00	$94.00	$94.00	$94.00	$94.00	$94.00
(AM)	$142.50	$142.50	$142.50	$142.50	$142.50	$142.50
(AN)	$117.76	$117.76	$114.41			$117.76
(AO)		$77.58	$77.58	$77.58		$77.58
(AP)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AQ)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AR)	$135.00	$135.00	$135.00	$135.00	$135.00	$135.00
(AS)		$78.00	$78.00			
(AT)	$109.39	$109.39	$103.32	$109.39	$109.39	$109.39
(AU)		$45.00	$45.00			
(AV)	$71.00	$71.00	$71.00	$71.00	$71.00	$71.00
(AW)	$43.56	$43.56	$43.56	$43.56	$43.56	$43.56
(AX)	$99.00	$99.00	$99.00	$99.00	$99.00	$99.00
(AY)				$103.44		
(AZ)	$91.12	$91.12	$91.12	$91.12	$91.12	$91.12
(BA)	$82.80	$82.80	$82.80	$82.80	$82.80	$82.80
(BB)	$72.00	$72.00	$72.00	$72.00	$72.00	$72.00
(BC)	$93.68	$93.68	$89.22	$93.68	$93.68	$93.68
(BD)	$80.97	$80.97	$77.76	$84.97	$88.40	$80.97
(BE)	$55.00	$53.00	$55.00	$55.00	$55.00	$55.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Plumbing & Pipe Fitting	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BG) Electrical	$74.82	$74.82	$74.82	$74.82	$74.82	$74.82
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$77.86	$81.76	$77.86	$81.76	$85.65	$77.86
(BK)	$91.68	$91.68	$91.68	$91.68	$91.68	$91.68
(BL)	$50.34	$50.34	$50.34	$50.34	$50.34	$50.34
(BM)		$135.00	$135.00	$135.00	$135.00	$125.00
(BN)	$70.80	$70.80	$70.80	$70.80	$70.80	$70.80
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$120.00		

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
	Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects		
009	1	Hr.	Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AB)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AF)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AG)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$72.62	$71.62	$72.62	$72.62
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$64.00				
(AL)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(AM)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AN)	$75.79	$75.79	$73.63			$75.79
(AO)		$48.53	$48.53	$48.53		$48.53
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AS)		$55.00	$55.00			
(AT)	$74.19	$74.19	$70.07	$74.19	$74.19	$74.19
(AU)		$30.00	$30.00			
(AV)	$49.00	$49.00	$49.00	$49.00	$49.00	$49.00
(AW)	$36.30	$36.30	$36.30	$36.30	$36.30	$36.30
(AX)	$76.00	$76.00	$76.00	$76.00	$76.00	$76.00
(AY)				$68.96		
(AZ)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(BA)	$62.35	$62.35	$62.35	$62.35	$62.35	$62.35
(BB)	$57.00	$57.00	$57.00	$57.00	$57.00	$57.00
(BC)	$69.20	$69.20	$65.91	$69.20	$69.20	$69.20
(BD)	$64.88	$64.88	$61.79	$67.97	$71.06	$64.88
(BE)	$45.00	$43.00	$45.00	$45.00	$45.00	$45.00
(BF)	$75.00					
(BG) Sheet Metal	$55.55	$60.80	$55.55	$55.55	$55.55	$55.55
(BG) Plumbing & Pipe Fitting	$48.55	$50.55	$48.55	$48.55	$48.55	$48.55
(BG) Electrical	$71.80	$73.80	$71.80	$71.80	$71.80	$71.80

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

009 1 Hr. Journeyman or Experienced Worker, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BH)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(BI)	$44.00	$44.00	$44.00	$44.00	$44.00	$44.00
(BJ)	$75.30	$79.07	$75.30	$79.07	$82.83	$75.30
(BK)	$54.31	$54.31	$54.31	$54.31	$54.31	$54.31
(BL)	$46.27	$46.27	$46.27	$46.27	$46.27	$46.27
(BM)		$85.00	$85.00	$85.00	$85.00	$80.00
(BN)	$43.03	$43.03	$43.03	$43.03	$43.03	$43.03
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

010 1 Hr. Journeyman or Experienced Worker, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$110.00	$110.00	$110.00	$110.00	$110.00	$110.00
(AB)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AC)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AD)	$80.00	$80.00	$80.00	$80.00	$80.00	$80.00
(AE)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(AF)	$81.00	$81.00	$81.00	$81.00	$81.00	$81.00
(AG)	$52.50	$52.50	$52.50	$52.50	$52.50	$52.50
(AH)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AI)			$100.04	$98.54	$100.04	$101.04
(AJ)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(AK)		$96.00				
(AL)	$98.00	$98.00	$98.00	$98.00	$98.00	$98.00
(AM)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(AN)	$113.67	$113.67	$110.44			$113.67
(AO)		$72.80	$72.80	$72.80		$72.80
(AP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AQ)	$40.00	$40.00	$40.00	$40.00	$40.00	$40.00
(AR)	$120.00	$120.00	$120.00	$120.00	$120.00	$120.00
(AS)		$58.00	$58.00			
(AT)	$98.02	$98.02	$92.57	$98.02	$98.02	$98.02
(AU)		$30.00	$30.00			
(AV)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AW)	$54.45	$54.45	$54.45	$54.45	$54.45	$54.45
(AX)	$86.00	$86.00	$86.00	$86.00	$86.00	$86.00
(AY)				$103.44		
(AZ)	$63.50	$63.50	$63.50	$63.50	$63.50	$63.50

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Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
010	1	Hr.	Journeyman or Experienced Worker, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(BA)	$77.62	$77.62	$77.62	$77.62	$77.62	$77.62
(BB)	$64.00	$64.00	$64.00	$64.00	$64.00	$64.00
(BC)	$72.67	$72.67	$69.20	$72.67	$72.67	$72.67
(BD)	$67.88	$67.88	$64.79	$70.97	$74.06	$67.88
(BE)	$50.00	$45.00	$50.00	$50.00	$50.00	$50.00
(BF)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BG) Sheet Metal	$83.33	$88.58	$83.33	$83.33	$83.33	$83.33
(BG) Plumbing & Pipe Fitting	$72.82	$78.07	$72.82	$72.82	$72.82	$72.82
(BG) Electrical	$90.00	$92.00	$90.00	$90.00	$90.00	$90.00
(BH)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BI)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BJ)	$101.17	$106.23	$101.17	$106.23	$111.29	$101.17
(BK)	$81.47	$81.47	$81.47	$81.47	$81.47	$81.47
(BL)	$27.17	$27.17	$27.17	$27.17	$27.17	$27.17
(BM)		$105.00	$105.00	$105.00	$105.00	$100.00
(BN)	$64.55	$64.55	$64.55	$64.55	$64.55	$64.55
(BO)	$112.50	$112.50	$112.50	$112.50	$112.50	$112.50
(BP)	$95.00	$95.00	$95.00	$95.00	$95.00	$95.00
(BQ)				$85.00		

Item	Approx. Qty.	Unit	Article Description			
Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects						
011	1	Hr.	Laborer, regular hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AB)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AE)	$54.00	$54.00	$54.00	$54.00	$54.00	$54.00
(AF)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AG)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(AH)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AI)			$47.03	$41.23	$47.03	$48.03
(AJ)	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
(AK)		$62.00				
(AL)	$58.00	$58.00	$58.00	$58.00	$58.00	$58.00
(AM)	$55.00	$55.00	$55.00	$55.00	$55.00	$55.00
(AN)	$54.14	$54.14	$52.60			$54.14
(AO)		$33.81	$33.81	$33.81		$33.81
(AP)	$25.00	$25.00	$25.00	$25.00	$25.00	$25.00

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Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

011 | 1 | Hr. | Laborer, regular hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AQ)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AR)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AS)		$38.00	$38.00			
(AT)	$56.78	$56.78	$53.62	$56.78	$56.78	$56.78
(AU)		$20.00	$20.00			
(AV)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AW)	$26.70	$26.70	$26.70	$26.70	$26.70	$26.70
(AX)	$66.00	$66.00	$66.00	$66.00	$66.00	$66.00
(AY)				$34.51		
(AZ)	$38.75	$38.75	$38.75	$38.75	$38.75	$38.75
(BA)	$41.40	$41.40	$41.40	$41.40	$41.40	$41.40
(BB)	$41.00	$41.00	$41.00	$41.00	$41.00	$41.00
(BC)	$44.48	$44.48	$42.37	$44.48	$44.48	$44.48
(BD)	$48.10	$48.10	$45.91	$50.40	$52.68	$48.10
(BE)	$36.00	$34.00	$36.00	$36.00	$36.00	$36.00
(BF)	$46.18	$46.18	$46.18	$46.18	$46.18	$46.18
(BG) Sheet Metal	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Plumbing & Pipe Fitting	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BG) Electrical	$30.17	$30.17	$30.17	$30.17	$30.17	$30.17
(BH)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BI)	$23.50	$23.50	$23.50	$23.50	$23.50	$23.50
(BJ)	$54.80	$57.54	$54.80	$57.54	$60.28	$54.80
(BK)	$43.23	$43.23	$43.23	$43.23	$43.23	$43.23
(BL)	$27.54	$27.54	$27.54	$27.54	$27.54	$27.54
(BM)		$55.00	$55.00	$55.00	$55.00	$50.00
(BN)	$29.94	$29.94	$29.94	$29.94	$29.94	$29.94
(BO)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(BP)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(BQ)				$45.00		

***Bidder (AM): 1st - 4th year apprentice**

Item	Approx. Qty.	Unit	Article Description

Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects

012 | 1 | Hr. | Laborer, after hours worked

Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AA)	$65.00	$65.00	$65.00	$65.00	$65.00	$65.00
(AB)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AC)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AD)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00
(AE)	$60.00	$60.00	$60.00	$60.00	$60.00	$60.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description			
			Projects OVER Sixty Thousand ($60,000.00) – Wage Decision Projects			
012	1	Hr.	Laborer, after hours worked			
Vendor:	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
(AF)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AG)	$42.00	$42.00	$42.00	$42.00	$42.00	$42.00
(AH)	$53.00	$53.00	$53.00	$53.00	$53.00	$53.00
(AI)			$63.16	$61.86	$63.16	$64.16
(AJ)	$50.00	$50.00	$50.00	$50.00	$50.00	$50.00
(AK)		$93.00				
(AL)	$88.00	$88.00	$88.00	$88.00	$88.00	$88.00
(AM)	$82.50	$82.50	$82.50	$82.50	$82.50	$82.50
(AN)	$81.22	$81.22	$78.89			$81.22
(AO)		$50.72	$50.72	$50.72		$50.72
(AP)	$30.00	$30.00	$30.00	$30.00	$30.00	$30.00
(AQ)	$35.00	$35.00	$35.00	$35.00	$35.00	$35.00
(AR)	$97.50	$97.50	$97.50	$97.50	$97.50	$97.50
(AS)		$42.00	$42.00			
(AT)	$76.87	$76.87	$72.59	$76.87	$76.87	$76.87
(AU)		$20.00	$20.00			
(AV)	$39.00	$39.00	$39.00	$39.00	$39.00	$39.00
(AW)	$40.05	$40.05	$40.05	$40.05	$40.05	$40.05
(AX)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(AY)				$51.77		
(AZ)	$58.10	$58.10	$58.10	$58.10	$58.10	$58.10
(BA)	$51.75	$51.75	$51.75	$51.75	$51.75	$51.75
(BB)	$47.00	$47.00	$47.00	$47.00	$47.00	$47.00
(BC)	$46.71	$46.71	$44.48	$46.71	$46.71	$46.71
(BD)	$51.10	$51.10	$48.91	$53.40	$55.68	$51.10
(BE)	$38.00	$36.00	$38.00	$38.00	$38.00	$38.00
(BF)	$69.27	$69.27	$69.27	$69.27	$69.27	$69.27
(BG) Sheet Metal	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Plumbing & Pipe Fitting	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BG) Electrical	$44.25	$44.25	$44.25	$44.25	$44.25	$44.25
(BH)	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
(BI)	$28.00	$28.00	$28.00	$28.00	$28.00	$28.00
(BJ)	$74.30	$78.01	$74.30	$78.01	$81.72	$74.30
(BK)	$64.85	$64.85	$64.85	$64.85	$64.85	$64.85
(BL)	$29.20	$29.20	$29.20	$29.20	$29.20	$29.20
(BM)		$65.00	$65.00	$65.00	$65.00	$60.00
(BN)	$44.90	$44.90	$44.90	$44.90	$44.90	$44.90
(BO)	$75.00	$75.00	$75.00	$75.00	$75.00	$75.00
(BP)	$70.00	$70.00	$70.00	$70.00	$70.00	$70.00
(BQ)				$60.00		

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Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(AA)	$175.00
(AB)	$65.00
(AC)	$150.00
(AD)	$75.00
(AE)	$70.00
(AF)	$60.00
(AG)	$65.00
(AH)	$95.00
(AI)	$78.30
(AJ)	$125.00
(AK)	$125.00
(AL)	$92.00
(AM)	$75.00
(AN)	$96.82
(AO)	$50.00
(AP)	$150.00
(AQ)	$150.00
(AR)	$75.00
(AS)	$72.00
(AT)	$84.26
(AU)	$45.00
(AV)	$78.00
(AW)	$50.82
(AX)	$86.00
(AY)	$68.96
(AZ)	$75.00
(BA)	$67.25
(BB)	$18.50
(BC)	$70.00
(BD)	$75.00
(BE)	$55.00
(BF)	$65.00
(BG) Sheet Metal	$93.00
(BG) Plumbing & Pipe Fitting	$93.00
(BG) Electrical	$93.00
(BH)	$80.00
(BI)	$35.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
013	1	Hr.	Diagnosis, project estimates, troubleshooting, other

Vendor	Unit Price
(BJ)	$86.58
(BK)	$65.00
(BL)	$49.50
(BM)	$100.00
(BN)	$48.25
(BO)	$90.00
(BP)	$70.00
(BQ)	$110.00

Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(AA)	0%
(AB)	0%
(AC)	0%
(AD)	5%
(AE)	0%
(AF)	-10%
(AG)	0%
(AH)	3%
(AI)	0%
(AJ)	2%
(AK)	0.00%
(AL)	0.00%
(AM)	0%
(AN)	0.00%
(AO)	0.00%
(AP)	0%
(AQ)	0%
(AR)	0%
(AS)	0%
(AT)	0%
(AU)	5%
(AV)	0%
(AW)	0%
(AX)	0%
(AY)	10%
(AZ)	0%
(BA)	10%
(BB)	5%

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Item	Approx. Qty.	Unit	Article Description
014		%	Discount off all parts and materials. Invoice will include copies of all purchases for parts and materials, including vendor and date purchased. Enter zero if no discount is offered.

Vendor	% Discount
(BC)	2%
(BD)	0.00%
(BE)	0%
(BF)	0%
(BG) Sheet Metal	0%
(BG) Plumbing & Pipe Fitting	0%
(BG) Electrical	0%
(BH)	0%
(BI)	0%
(BJ)	0.00%
(BK)	0%
(BL)	0%
(BM)	0.00%
(BN)	0%
(BO)	10%
(BP)	0.15%
(BQ)	0%

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AA)	$175.00
(AB)	$125.00
(AD)	$125.00
(AE)	$125.00
(AF)	$120.00
(AG)	$100.00
(AH)	$150.00
(AI)	$151.00
(AJ)	$151.00
(AK)	$131.00
(AL)	$171.00
(AM)	$50.00

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State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: **00-00000-20-00110**

Item	Approx. Qty.	Unit	Article Description
015		Day	Daily per diem rate for overnight stay as needed. Including dinner and breakfast per person. Bidders should provide a Per Diem Rate that does not exceed the Per Diem Rate defined above in this bid. If a Per Diem Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor	Unit Price
(AN)	$150.00
(AO)	$115.00
(AP)	$125.00
(AQ)	$125.00
(AR)	USE DEFINED
(AS)	$130.00
(AT)	$125.00
(AV)	$90.00
(AW)	$121.00
(AX)	$150.00
(AY)	$155.00
(AZ)	$150.00
(BA)	$125.00
(BB)	$159.00
(BC)	$105.00
(BD)	$164.00
(BE)	$105.00
(BF)	$155.00
(BG) Sheet Metal	$150.00
(BG) Plumbing & Pipe Fitting	$150.00
(BG) Electrical	$150.00
(BH)	$120.00
(BI)	$100.00
(BJ)	$192.00
(BK)	$55.00
(BL)	$168.00
(BM)	$145.00
(BN)	$100.00
(BO)	$225.00
(BP)	$130.00
(BQ)	$150.00

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AA)	1570 Pacheco St E6	AGM Konstruction	1570 Pacheco St E6	Santa Fe, NM 87505	$1.55
(AB)	2318 Roldan Drive	Advanced Environmental Solutions, Inc.	2318 Roldan Drive	Belen, NM 87002	$1.25
(AC)	539 Oliver Ross Dr. NW	All-Rite Construction, Inc.	539 Oliver Ross Dr. NW	Albuquerque, NM 87121	
(AD)	2859 Cerrillos Road	Allied Electric Inc.	PO Box 28430	Santa Fe, NM 87592-8430	$0.57
(AE)	104 Sin Nombre Court NE 87113	AnchorBuilt Inc.	PO Box 27688	Albuquerque, NM 87125	$0.95
(AF)	9720 Bell Ave SE, Albuquerque, NM 87123	B&D Industries, Inc.	9720 Bell Ave SE	Albuquerque, NM 87123	$0.45
(AG)		Barnsley Construction, LLC	4900 Hawkins St	Albuquerque, NM 87109	$55.00
(AH)	413 Burma Dr. NE	C R M Construction	413 Burma Dr. NE	Albuquerque, NM 123 87123	$1.35
(AI)	921 Bleimeyer., Las Cruces, NM	Classic Industries, Inc.	PO Box 434	Dona Ana 88032	$0.58
(AJ)	116 Veranda Rd. NW Albuquerque NM 87107	Consolidated Builders of NM LLC	PO Box 26785	Albuquerque, N.M. 87121	$ 0.575
(AK)					$1.25
(AL)	5904 Florence Ave, NE	FacilityBUILD, Inc.	5904 Florence Ave, NE	Albuquerque 87113	$0.57
(AM)	7209 Jefferson St NE	Facility Solutions Group	8340 Burnham Rd Suite 300	El Paso TX 79907	$0.57

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AN)	8819 Second Street NW	First Mesa Construction, Inc.	PO Box 92258	Albuquerque, NM 87199-2258	*dump trucks $1.95; *service truck $1.55
(AO)	1025 Douglas Avenue, Las Vegas, NM 87701	Franken Construction Co., Inc.	1025 Douglas Avenue	Las Vegas, NM 87701	$0.95/mile
(AP)	5935 Agua Fria Street; Santa Fe, NM 87507	GM Emulsion, LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$5.00
(AQ)	5935 Agua Fria Street; Santa Fe, NM 87507	GME General Building LLC	5935 Agua Fria Street	Santa Fe, NM 87507	$1.25
(AR)	3800 Vassar Dr. NE 87107	HEI, Inc.	3800 Vassar Dr. NE	Albuquerque, NM 87107	$0.575
(AS)	4425 Juan Tabo NE, #208	Handiwork, Inc.	4425 Juan Tabo NE, #208	Albuquerque, NM 8711	$0.575
(AT)	501 Eubank Blvd. SE Alb, NM 87123	Jack B. Henderson Construction Co., Inc.	501 Eubank Blvd. SE	Albuquerque 87123	$0.50
(AU)	2620 Via Berrenda Santa Fe, NM 87505	JRM Construction Co. LLC	2620 Via Berrenda	Santa Fe NM	
(AV)	98 County Rd. 119 Espanola 87532	La Mesilla Construction, LLC	98 County Road 119	Espanola, NM 87532	$0.65
(AW)	125 Bosque Farms Blvd. Bosque Farms, NM 87068	Lone Mountain Contracting, Inc.	125 Bosque Farms Blvd.	Bosque Farms, 87068	$0.65

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Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(AX)		Longhorn Construction Services, Inc.	9208 Lona Lane NE	Albuquerque, NM 57111	$0.575
(AY)	1520 W. Amador	Lynco Electric Co. Inc.	1520 W. Amador	Las Cruces, NM 88005	$0.43
(AZ)	1996 S Valley Drive	Mans Construction Company	1996 S. Valley Drive	Las Cruces 88005	$0.57
(BA)	Attention: David (Mack) MacReady; Address Same as Below	Mechanical Control Solutions	4020 Vassar Dr. NE, Suite B	Albuquerque, NM 87101	$0.78
(BB)	1207 Scoggins	Mevacon LLC	1207 Scoggins	Las Cruces 88005	$1.57
(BC)	8401 Firestone Lane, NE, Albq, NM 87113	Mick Rich Contractors, Inc.	PO Box 90727	Albuquerque, NM 87199	$0.575
(BD)	428 Candi Ln	Nieto Custom Builders	428 Candi Ln	Corrales, NM 87048	$0.62
(BE)	925 Mills Avenue, LV, NM 87701	NorthEastern Construction Company	925 Mills Avenue, LV, NM 87701	Las Vegas, New Mexico	$0.60
(BF)	6301 4th Street, N.W., Suite 1	Pluma, LLC	6301 4th Street, N.W., Suite 1	Albuquerque 87107	$0.57
(BG)	1409 Ortiz Drive SE	QA Engineering LLC	1409 Ortiz Drive SE	Albuquerque, NM 87108	$0.575
(BH)	609 Baker Lane, Espanola, NM 87532	R and M Construction LLC	PO Box 1026	Alcalde, NM 87511	$0.545
(BI)	3272 Ojos de Jo	Roadruner Plaster and drywall	3272 Ojos de Jo	Santa Fe, NM 87507	$1.25

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

Item	Unit	Article Description
016	Mileage	One way per mile cost, per service vehicle required, measured from the awarded Contractor's office/shop to the requested job site, for travel in excess of 50 miles one way, based on mapquest.com. Bidders should provide a Mileage Rate that does not exceed the IRS Mileage Rate linked above. If a Mileage Rate is not submitted by the Bidder, the defined rate shall be the default.

Vendor:	Physical Address	Company Name	Address	City, State, Zip	Mile Cost
(BJ)	8912 Adams St. NE	SDV Construction, Inc.	8912 Adams St. NE	Albuquerque 87113	$0.575
(BK)	16 Miranda Rs. Belen, New Mexico 87002	Sanchez Demolition Inc.	PO Box 721 Bosque NM 8700	Bosque New Mexico 87006	$0.575
(BL)					$0.57
(BM)	1716 W 7th St Clovis, NM 88101	WWRC, INC	1716 W 7th St	Clovis, New Mexico 88101	$1.00
(BN)	3344 Princeton Dr. NE, Albuquerque, NM 87107	Weil Construction, Inc.	3344 Princeton Dr. NE	Albuquerque, NM 87107	$0.545
(BO)	6060 Isleta Blvd SW	Welch's Boiler Supply Inc.	6060 Isleta Blvd SW	Albuquerque NM 87105	$1.60
(BP)	3301 Girard Blvd NE	Western Mechanical HVAC & Plumbing	3301 Girard Blvd NE	Albuquerque NM 87107	$1.25
(BQ)	1700 10th Street	White Sands Construction, Inc.	1700 10th Street	Alamogordo, NM 88310	$0.57

***** 16 Items Total *****

Certificate Of Completion

Envelope Id: CF0CAFC1C84748CDB5CB4BEFD91351D1
Status: Completed
Subject: 00-00000-20-00110 General Construction Services - Statewide
Source Envelope:
Document Pages: 47
Signatures: 1
Certificate Pages: 5
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Travis Dutton-Leyda
13 Bataan Blvd
Santa Fe, NM 87508
travis.dutton-leyda@state.nm.us
IP Address: 73.26.219.12

Record Tracking

Status: Original
6/26/2020 9:59:43 AM
Holder: Travis Dutton-Leyda
travis.dutton-leyda@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Carahsoft OBO State of New Mexico GSD-SPD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.237.10.86	Sent: 6/26/2020 10:31:00 AM Viewed: 6/26/2020 10:32:13 AM Signed: 6/26/2020 10:32:18 AM
Travis Dutton-Leyda travis.dutton-leyda@state.nm.us IT & Construction Bureau Chief New Mexico General Services, State Purchasing Division Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	JDL Signature Adoption: Pre-selected Style Using IP Address: 73.26.219.12	Sent: 6/26/2020 10:32:24 AM Viewed: 6/26/2020 10:33:05 AM Signed: 6/26/2020 10:33:12 AM
Valerie Paulk valerie.paulk@state.nm.us State of New Mexico, Dept of Information Technology Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 174.237.9.161 Signed using mobile	Sent: 6/26/2020 10:33:19 AM Viewed: 6/26/2020 10:38:57 AM Signed: 6/26/2020 10:44:17 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/26/2020 10:33:19 AM
Certified Delivered	Security Checked	6/26/2020 10:38:57 AM
Signing Complete	Security Checked	6/26/2020 10:44:17 AM
Completed	Security Checked	6/26/2020 10:44:17 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works/Facilities	9/24/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	3209980	572970	FA183200B	350,000	
Neighborhood Parks Impact Fees transfer to FACCIP	2324150	760320		350,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
transfer from capital impact fees FACCIP	3209980	660232		(350,000)	
				$ 350,000	$ -

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

Capital Impact Fees transfer to WIP Construction for Water Street Public Restrooms as approved at the CIAC on 11.17.20

Item 6B.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
232	(350,000)
TOTAL:	**(350,000)**

De Alva Calabaza — 9/24/2021
Prepared By *{print name}* — Date

J Samuel Burnett
J Samuel Burnett (Sep 27, 2021 08:41 MDT)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Sep 27, 2021 09:28 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Sep 27, 2021 15:57 MDT)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe

AGENDA

**MEETING OF
THE CAPITAL IMPROVEMENTS
ADVISORY COMMITTEE
NOVEMBER 17, 2020 AT 4:00 PM
ATTEND VIRTUALLY**

• In writing: A person may submit written public comments in 72 hours in advance of the meeting via the virtual comment "button" at https://santafe.primegov.com/public/portal.

1. **ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **APPROVAL OF AGENDA**

4. **APPROVAL OF MINUTES:**

a. Meeting Minutes 8-27-2020

b. Meeting Minutes 10-22-2020

5. **STAFF COMMUNICATIONS**

a. Impact Fee Financial Update

b. Impact Fee Capital Improvements Plan 2021-2027 – Resolution and Bill Progress

6. **ACTION ITEMS**

a. Request for approval to allocate up to $150,000 of Parks Impact Fee Funds for the installation of new play equipment and new trail construction at Dawson Park.

b. Request for approval to allocate up to $350,000 of Parks Impact Fee Funds for the construction of new Water Street Public Restrooms adjacent to Cerletti Park and Plaza.

c. Request for approval to allocate up to $1,000,000 of Parks Impact Fee Funds for the construction of road and parking improvements for access to SWAN park amenities.

d. Request for approval to allocate up to $200,000 of Police Impact Fee Funds for the purchasing of mobile storage containers.

7. MATTERS FROM THE FLOOR

8. MATTERS FROM THE COMMISSION

9. ADJOURN

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

RECEIVED AT THE CITY CLERK'S OFFICE
DATE: Thursday, November 12, 2020
TIME: 10:03 AM

SUMMARY OF ACTION
CAPITAL IMPROVEMENTS ADVISORY COMMITTEE
NOVEMBER 17, 2020, 4:00 PM
ATTENDED VIRTUALLY

ITEM	ACTION	PAGE
CALL TO ORDER		1
ROLL CALL	QUORUM	1
PLEDGE OF ALLEGIANCE	GIVEN	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
STAFF COMMUNICATIONS		
IMPACT FEE FINANCIAL UPDATE	INFORMATION/DISCUSSION	2
IMPACT FEE CAPITAL IMPROVEMENTS PLAN 2021-2027 RESOLUTION AND BILL PROGRESS	INFORMATION/DISCUSSION	2-3
ACTION ITEMS		
REQUEST FOR APPROVAL TO ALLOCATE UP TO $150,000 OF PARKS IMPACT FEE FUNDS FOR THE INSTALLATION OF NEW PLAY EQUIPMENT AND NEW TRAIL CONSTRUCTION AT DAWSON PARK	APPROVED	3
REQUEST FOR APPROVAL TO ALLOCATE UP TO $350,000 OF	APPROVED	3-4

PARKS IMPACT FEE FOR THE CONSTRUCTION OF NEW WATER STREET PUBLIC RESTROOMS ADJACENT TO CERLETTI PARK AND THE PLAZA		
REQUEST FOR APPROVAL TO ALLOCATE UP TO $1,000,000 OF PARKS IMPACT FEE FUNDS FOR THE CONSTRUCTION OF ROAD AND PARKING IMPROVEMENTS FOR ACCESS TO SWAN PARK AMENITIES	**APPROVED**	**4**
REQUEST FOR APPROVAL TO ALLOCATE UP TO $200,000 OF POLICE IMPACT FEE FUNDS FOR THE PURCHASING OF MOBILE STORAGE CONTAINERS	**APPROVED**	**4-5**
MATTERS FROM THE FLOOR	**INFORMATION/DISCUSSION**	**5**
MATTERS FROM THE COMMITTEE	**INFORMATION/DISCUSSION**	**5**
ADJOURN	**ADJOURNED**	**5**

BAR Water Street restroom

Interim Agreement Report 2021-10-01

Created:	2021-09-27
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAQfm0pAVWSSq6nIRKFbLm83m7dQ1smn0g

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"BAR Water Street restroom" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-09-27 - 2:36:29 PM GMT- IP address: 63.232.20.2

Document emailed to J Samuel Burnett (jsburnett@santafenm.gov) for signature
2021-09-27 - 2:37:23 PM GMT

Email viewed by J Samuel Burnett (jsburnett@santafenm.gov)
2021-09-27 - 2:41:22 PM GMT- IP address: 174.62.5.77

Document e-signed by J Samuel Burnett (jsburnett@santafenm.gov)
Signature Date: 2021-09-27 - 2:41:52 PM GMT - Time Source: server- IP address: 174.62.5.77

Document emailed to rawheeler@santafenm.gov for signature
2021-09-27 - 2:41:54 PM GMT

Email viewed by rawheeler@santafenm.gov
2021-09-27 - 2:50:59 PM GMT- IP address: 104.47.64.254

Document signing delegated to Regina Wheeler (rawheeler@santafenm.gov) by rawheeler@santafenm.gov
2021-09-27 - 2:57:07 PM GMT- IP address: 174.62.5.77

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-09-27 - 2:57:07 PM GMT

Email viewed by Regina Wheeler (rawheeler@santafenm.gov)
2021-09-27 - 3:21:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)
Signature Date: 2021-09-27 - 3:28:31 PM GMT - Time Source: server- IP address: 63.232.20.2

POWERED BY Adobe Sign

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature

2021-09-27 - 3:28:31 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)

2021-09-27 - 9:56:34 PM GMT- IP address: 104.47.65.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)

Signature Date: 2021-09-27 - 9:57:05 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to jlapanhill@santafenm.gov for signature

2021-09-27 - 9:57:07 PM GMT

Email viewed by jlapanhill@santafenm.gov

2021-09-27 - 10:57:05 PM GMT- IP address: 104.47.64.254

Email viewed by jlapanhill@santafenm.gov

2021-09-30 - 10:52:49 PM GMT- IP address: 63.232.20.2

CERTIFICATE OF LIABILITY INSURANCE

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

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: Mariah Kochensparger	
Brown & Brown Insurance of New Mexico, Inc. PO Box 94450 Albuquerque NM 87199	PHONE (A/C, No, Ext): (505) 857-2116	FAX (A/C, No):
	E-MAIL ADDRESS: mkochensparger@bbnm.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
FacilityBUILD, Inc. 5904 Florence Ave NE Albuquerque NM 87113	INSURER A : Valley Forge Insurance Company	20508
	INSURER B : The Continental Insurance Company	35289
	INSURER C : New Mexico Premier Insurance Company	13675
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2021-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		6080401878	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			6080401881	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $ 10,000			6080401895	04/01/2021	04/01/2022	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0101272	04/01/2021	04/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							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: Job # 205092, Project: COSF-Water Street Restroom Facility

CERTIFICATE HOLDER

City of Santa Fe

P O Box 909;2651 Siringo Rd
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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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: FACILITY BUILD INC
DBA: FACILITY BUILD INC

Business Location: 5904 FLORENCE AVE NE
ALBUQUERQUE, NM 87113

CRS Number: 01836451009

Owner: Brian Kilcup

License Number: 224809

License Type: Business License - Renewable

Issued Date: December 07, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 07, 2021

Fees Paid: $10.00

FACILITY BUILD INC
5904 FLORENCE 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

Contractor Name: FacilityBuild LLC.

Procurement Title: Water Street Restroom Facilities Amendment #2

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

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

Department Requesting Public Works / Facilities Division Staff Name John Dillon – Project Administrator

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: _____

John Dillon | Project Administrator | 10/21/21

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

Fran Dunaway | Nov 3, 2021

Purchasing Officer (attesting that all information is reviewed) | Title | Date

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

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201958**

Contractor: **FacilityBUILD Inc.**

Description: **Request for the Approval of Amendment No. #2 to Service Contract 20-0263 with FacilityBUILD, to increase compensation the Total Amount of $115,776.39 including NMGRT for Design/Build services.**

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

Term Start Date: **TBD** Term End Date: **6/30/2022**

[☐] Approved by Council Date: **TBD**

Contract / Lease: **Contract Amenment**

Amendment # **2** to the Original Contract / Lease # **20-0263**

Increase/(Decrease) Amount $ **115,776.39**

Extend Termination Date to: **6/30/2022**

[☐] Approved by Council Date: **TBD**

Amendment is for: **Increase compensation**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original contract (#20-0263), $544,500.00, Termination Date: 6/30/2022
Amendment #1 (#20-0263) increase contract by $445,000.00, Termination Date: 6/30/2022
Amendment #2 increase contract $115,776.39, Termination Date: 6/30/2022

3. **Procurement History:** **Statewide Price Agreement (SWPA) #90-000-29-00057**

Gran Dunaway — Nov 3, 2021

Purchasing Officer Review: Date:

Comment & Exceptions:

4. **Funding Source:** **FA 183200B** **Org / Object:** **3209980/572960**

Andy Hopkins — Oct 29, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **John Dillon** Phone # **505-955-5936**

Email: **jcdillon@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 / Facilities	9/29/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Facilities Capital Projects / WIP Construction	3209980	572970	FA183200B	125,770	
1/2% GRT Income Fund/Capital Transfer Out to Facilities CIP Fund	3650432	760320		125,770	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Facilities CIP Fund/Capital Transfer In from 1/2% GRT Income Fund	3209980	660365		(125,770)	
				$ 125,770	$ -

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

Use of 1/2% GRT Income Fund GRT revenues earned in the prior year (FY21) over and above budgeted estimates

in order to fund construction of downtown restroom facilities on Water Street

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
365	(125,770)
TOTAL:	**(125,770)**

Andy Hopkins — Prepared By *{print name}* — 9/29/2021 Date

Division Director Signature *{optional}* — Date

Regina Wheeler (Sep 29, 2021 20:50 MDT)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Sep 30, 2021 13:17 MDT)
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

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

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

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

Committee	**Review:**
Finance Committee	11/29/2021
Quality of Life Committee	12/1/2021
Governing Body	12/8/2021

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

ACTION SHEET
QUALITY OF LIFE MEETING OF 12/01/2021

ISSUE NO. 6c

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

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

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

Committee Review:
Finance Committee 11/29/202
1 Quality of Life Committee 12/1/2021
Governing Body 12/8/2021

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Approved unanimously to forward to 12/08/2021 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: **November 10, 2021**

TO: **Finance Committee: 11/29**
QOL Committee: 12/01
EDAC Committee: 12/08
Governing Body: 12/08

VIA: **Andrea Salazar, Assistant City Attorney** Andrea Salazar (Nov 12, 2021 14:00 MST)
Sam Burnett, Facilities Division Director J Samuel Burnett (Nov 16, 2021 15:14 MST)

FROM: **Richard Brown, Community and Economic Development Director**

TOPIC: **Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics**

ITEM AND ISSUE:
Request for the Approval of Amendment #2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; increasing compensation in the total amount of $250,000.00, to a new total of $1,000,960.00 including NMGRT and extending the Term of the Agreement to December 31, 2023; Rich Brown, Director, Community & Economic Development, rdbrown@santafen.gov, (505) 955-6625, Andrea Salazar, Assistant City Attorney, asalazar@santafenm.gov, (505) 955-6303

BACKGROUND AND SUMMARY:
On April 22, 2019, the City advertised a Request for Proposals (RFP #1937P) for Economic Analysis and Urban Planning for the Midtown Redevelopment project. Strategic Economics was selected and awarded a $325,960.00 services contract. The scope of services provided by Strategic Economics include:

Economic Analysis
- Fiscal and Economic Analysis and Yield Evaluation
- Land Valuation Analysis and Financial Modeling
- Public Financing and Public Policy Analysis / Impact Fee Analysis
- Disposition and Development RFP Evaluation

Urban Planning
- Urban Planning and Design
- Land Use
- Redevelopment Planning and Revitalization/ Activation Strategies
- Disposition and Development RFP

In response to Covid-19 driven changes to the development and financial industries, the Midtown redevelopment project has increased in complexity. Due to this increased complexity, the City's Midtown Redevelopment Team processed Amendment #1 in December 21, 2020, which increased compensation by $325,000.00, to a new total of $650,960.00, and extended the term to December 31, 2021

Due to the departure of the KDC/Cienda Team the City is now tasked with completing more of the horizontal development and master planning work that was previously the responsibility of the Master Developer. As a result the Midtown Redevelopment Team requires an extension of the services provided to the City by Strategic Economics. The team requests the extension of the Term to December 31, 2023 and an

increase of their compensation of $250,000.00, to a new total of $1,000,960.00. As an on-call service, there is no guarantee to the contractor that the City will spend any or all of these funds. However, there is a guarantee to the City that the compensation will not exceed this amount.

PROCUREMENT METHOD:
Request for Proposals, RFP # 193 7P

FUNDING SOURCE:
MTC Planning & Site Preparation

The funding source is:
Fund Name/Number: GRT18355J
Munis Org Name/Number: 3359980
Munis Object Name/Number: 572970

ACTION REQUESTED:
Please approve Amendment #2 with Strategic Economics, extending their Term to December 31, 2023 increasing their compensation by up to $250,000.00 to a new total of $1,000,960.00.

Munis Contract# _____

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#19-0653

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated July 7, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Economic Analysis and Urban Planning services for the City of Santa Fe.

B. During the current Term of the Agreement, Strategic Economics has been unable to complete the scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.

C. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of **$250,000** so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed one million nine hundred sixty dollars, No Cents (**$1,000,960.00**) plus applicable gross

receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated for services provided in excess of the total compensation amount without this Agreement being amended in writing, prior to those services in excess of the total compensation amount being provided.**

2. TERM:

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Agreement shall be effective when signed by the City and shall terminate on **December 31, 2023**.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
STRATEGIC ECONMICS

_____
DENA BELZAR, PRINCIPAL

DATE:_____
CRS#_____

Registration # _____

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Oct 26, 2021 11:24 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

3359980.572970
Org/Object

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM# 19-0653

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated August 2, 2019 the "Agreement"), between the City of Santa Fe (the "City") and Strategic Economics (the "Contractor") Item #19-0653. The date of this Amendment shall be the date when executed by the City and the Contractor; whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide Economic Analysis and Urban Planning services for the City of Santa Fe.

B. During the current Term of the Agreement, Strategic Economics has been unable to complete the Scope of Work of the Contract due to the unexpected slowing down of the Midtown Campus project under the current COVID Pandemic.

C Pursuant to Article 13 of the Agreement, for good and valuable consideration, and the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows.

AMENDMENT:

2. <u>COMPENSATION</u>

1. Article 2 of the Agreement is amended to increase the amount of compensation by a total of Three Hundred Twenty-Five Thousand Dollars and No Cents ($325,000.00), plus applicable gross receipts tax so that Article 2 reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed Seven Hundred Fifty Thousand Dollars and No Cents

($750,000.00) plus applicable gross receipts tax. **This amount is a maximum, not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. When the total amount is reached, the parties do not intend for the Contractor to continue to provide services without compensation. 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 compensated 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.**

3. TERM

2. Article 3, Paragraph A of the Agreement is amended to extend the term of the Agreement by one (1) year so that Article 3 is amended in its entirety as follows:

A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on December 31, 2021. 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.

B. Shelter in Place Extension. In the event the State of New Mexico or any other relevant local, state or federal authority issues a "shelter in place" order, or similar emergency order regarding COVID-19, that directly prevents the

Contractor from completing the Scope of Work, then the Term of this Agreement, or any holdover period then in effect, shall automatically be extended for a period equal to the duration of the emergency order's prevention of the Contractor's execution of the Scope of Work, but in no event shall the term exceed the period permitted by NMSA 1978, sec. 13-1-150.

3. AGREEMENT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement Item # 19-0653 as of the dates set forth below.

CITY OF SANTA FE:

ALAN M. WEBBER, MAYOR

Date: Dec 21, 2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB MEETING 12/09/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 20, 2020 11:49 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED AS TO BUDGET:

MARY MCCOY, FINANCE DIRECTOR

Business Unit/Line Item: 3359980.572970

CONTRACTOR:
STRATEGIC ECONOMICS

Dena Belzer
Dena Belzer (Dec 3, 2020 15:05 PST)

Dena Belzar, Principal

TITLE

Date: Dec 3, 2020

CRS #: 03-500447-00-9

Business License: 20-00158722

AL

ITEM # 19-0653

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 **Strategic Economics**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform the following work:

1) The Scope of Work for the Economic Analysis and Urban Planning Team ("Planning Team") shall include the following services:

a. Economic Analysis
   i. Fiscal and Economic Analysis and Yield Evaluation
   ii. Land Valuation Analysis and Financial Modeling
   iii. Public Financing and Public Policy Analysis / Impact Fee Analysis
   iv. Disposition and Development RFP Evaluation

b. Urban Planning
   i. Urban Planning and Design
   ii. Land Use
   iii. Redevelopment Planning and Revitalization/Activation Strategies
   iv. Disposition and Development RFP Evaluation

B. *Performance Measures.*

1) Contractor shall substantially perform the following Performance Measures:

a. Deliverables pursuant to the analysis, modeling, and evaluation outline above.

b. Advice on decision making processes for the development of the Midtown Property.

2) The receipt of the deliverables contemplated under this Agreement shall assist the City in obtaining its goal(s) as set forth in The Planning Guidelines for the City's Midtown Property.

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services rendered a sum not to exceed $325,960. **This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. **Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2020**. 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. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and 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. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:
   a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
   b. Property damage or combined single limit coverage: $1,000,000.
   c. Automobile liability (including non-owned automobile coverage): $1,000,000.
   d. Umbrella: $1,000,000.

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

21. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. Invalid Term or Condition.

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

25. Enforcement of Agreement.

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

26. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Office of Economic Development, P.O. Box 909, Santa Fe, NM 87501

To the Contractor: [Strategic Economics, 2991 Shattuck Avenue, Suite 203, Berkeley, CA, 94705, c/o Dena Belzar, Principal].

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: 8/2/19

CONTRACTOR:
STRATEGIC ECONOMICS

Dena Belzar, Principal

DATE: 08-27-2019

CRS# 03-500447-00-9

Registration # 19-00158722

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK

CC Mtg. 7-31-19

APPROVED AS TO FORM:

7/24/19
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

(For M. McCoy) 08.02.19
MARY MCCOY, FINANCE DIRECTOR

32161.572970.011990
Business Unit Line Item

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/25/2021

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 Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675 License#: 0020739	**CONTACT NAME:** Nancy Ferrick **PHONE (A/C, No, Ext):** 510-465-3090 **FAX (A/C, No):** **E-MAIL ADDRESS:** nferrick@dealeyrenton.com
INSURED Strategic Economics Inc. 2991 Shattuck Avenue, No. 203 Berkeley CA 94705 STRAECO-01	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Travelers Property Casualty Company of America — 25674 **INSURER B :** Travelers Casualty and Surety Co of America — 31194 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2058989766 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6805F339381	1/30/2021	1/30/2022	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 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	6805F339381	1/30/2021	1/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0	Y	Y	CUP5F339485	1/30/2021	1/30/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	**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	UB4R861816	1/30/2021	1/30/2022	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
B	Professional Liability			106235453	1/30/2021	1/30/2022	Per Claim Annual Aggregate	$4,000,000 $4,000,000

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

Umbrella Liability policy is a follow-form underlying General Liability/Employers Liability.

RE: All operations of the named insured. City of Santa Fe is named as Additional Insured for General and Auto Liability as required by written contract or agreement. Insurance is primary per policy form. A Waiver of Subrogation applies per the attached.

CERTIFICATE HOLDER

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504

CANCELLATION 30 Days Notice of 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

Angela Borg

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS:

1. WHO IS AN INSURED (SECTION II) is amended to include as an insured any person or organization (called hereafter "additional insured") whom you have agreed in a written contract, executed prior to loss, to name as additional insured, but only with respect to liability arising out of "your work" or your ongoing operations for that additional insured performed by you or for you.
2. With respect to the insurance afforded to Additional Insureds the following conditions apply:
   a. Limits of Insurance – The following limits of liability apply:
      1. The limits which you agreed to provide; or
      2. The limits shown on the declarations,

      whichever is less.
   b. This insurance is excess over any valid and collectible insurance unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.
3. This insurance does not apply:
   a. on any basis to any person or organization for whom you have purchased an Owners and Contractors Protective policy.
   b. to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
      1. The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
      2. Supervisory, inspection or engineering services.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR SMALL BUSINESSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees And Co-Volunteer Workers

C. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

D. Incidental Medical Malpractice

E. Blanket Waiver Of Subrogation

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

B. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

C. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

1. The following replaces the first sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if

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there is no other similar insurance available to that organization.

2. The following replaces the last sentence of Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

E. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**,

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of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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POLICY NUMBER: 6805F339381

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	$ INCLUDED
Nonowned Auto Liability	$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions **a., b., d., e., f.** and **i.** and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

a. "Bodily injury" to:

(1) Any fellow "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business.

b. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to the insured; or

(2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;

2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:

a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;

b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;

c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;

e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

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f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;

g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or

3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under **1.** or **2.** above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph **f.**:

Paragraph **f.** does not include that part of any contract or agreement:

(4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:

a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or

b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.

3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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TRAVELERS

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB4R861816

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	**Job Description**
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

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

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Angela Borg

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 1/25/2021

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

BUSINESS REGISTRATION

Business Name: STRATEGIC ECONOMICS INC
DBA: STRATEGIC ECONOMICS INC

Business Location: 2991 SHATTUCK AVE 203
BERKELY, CA 94705

CRS Number: 03500447009

Owner: STRATEGIC ECONOMICS INC

License Number: 158722

License Type: Business License - Renewable

Issued Date: September 20, 2021

Classification: Business Registration - Standard

Expiration Date: September 20, 2022

Fees Paid: $35.00

STRATEGIC ECONOMICS INC
2991 SHATTUCK AVE 203
BERKELEY, CA 94705

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

Contractor Name: Strategic Economics

Procurement Title: RFP #1937P

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 and Economic Development Staff Name Andrea Salazar

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: _____

Andrea Salazar	Assistant City Attorney	October 26, 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 any resulting contract.

*

ACTION SHEET QUALITY OF LIFE MEETING OF 12/01/2021
ISSUE NO. 6h Request for the Approval of Amendment No. 2 to Service Contract 20-0680 for On-Call, Economic Analysis and Urban Planning Services from Strategic Economics; Increasing Compensation in the Total Amount of $250,000 to a New Total of $1,000,960 Including NMGRT and Extending the Term of the Agreement to December 31, 2023. (Rich Brown, Director, Community & Economic Development: rdbrown@santafenm.gov; 505-955-6625 and Andrea Salazar, Assistant City Attorney: asalazar@santafenm.gov; 505-955-6303) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Economic Development Advisory Committee: 12/08/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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
Governing Body
Findings of Fact and Conclusions of Law

Appeal #2021-4161 of Case #2021-3804 – Villa Sendero Development Plan Amendment for Phase II
Owner's/Applicant's Name – Villa Sendero, LLC, CSM Properties, LTD
Appeal by: Sommer Karnes & Associates

THIS MATTER came before the Governing Body (Governing Body) for hearing on November 10, 2021 upon the application (Application) of Sommer Karnes & Associates, as agent for Villa Sendero, LLC, CSM Properties, LTD (Applicant).

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 Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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, that is zoned C-2. 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.
2. Under Santa Fe City Code (SFCC) 1987, Section 14-6.2(A), C-2 zoning allows for multi-family residential development when it is part of a use for which a development plan is required, such as this Project
3. Under the SFCC 1987, Section 14-3.8(C)(4), the Planning Commission has the authority provided in Section 14-3.19(D) to amend development plan approvals, and under SFCC 1987, Section 14-2.1-1 the Governing Body has the authority to hear an appeal of the Planning Commission's decision.
4. Under SFCC 1987, 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 1987, Section 14-3.19(D)(1), "procedures 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 1987, Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987, § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987, § 14-3.1(F)(2)(a)(iv) & (xi)]; and (c) compliance with notice and public hearing requirements [SFCC 1987, § 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 1987, 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. SFCC 1987, 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 Planning Commission with a written report of its findings (Staff Report).
13. Staff recommended that the Planning 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 1987, Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Planning Commission and a decision based on the criteria set out in SFCC 1987, Section 14-3.8(D).
16. At the hearing, the Planning 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 1987, 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 1987, Section 14-3.8(D)(1), 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.
19. Pursuant to SFCC, Section 14-3.8(D)(1)(a), the Planning Commission found that it was empowered to approve the development plan amendment under SFCC 1987 Sections 14-2.3(C)(1)-(2), 14-3.8(B)(4), and 14-3.19(D)(1).
20. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Planning Commission found that the Applicant had failed to demonstrate that the development plan amendment would not 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.

21. Pursuant to SFCC 1987, Section 14-3.8(D)(1)(c), the Planning Commission found 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 because the proposed location for the additional three-story building would not be set back an adequate distance from I-25 o protect the view shed into the City, which the Commission determined was important, 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.
22. Applicant filed an Appeal of the Planning Commission's decision on September 3, 2021.
23. Staff determined that the appeal was properly made under the procedure set forth in SFCC 1987, Section 14-3.17(A)-(D).
24. The Governing Body heard the appeal of this case on November 10, 2021, via Zoom.
25. During the Hearing, the Governing Body received reports from staff and testimony and evidence from the Applicant. No members of the public indicated that they wanted to comment on the case.
26. SFCC 1987, Section 14-3.8(D)(1) sets out approval criteria and requires the Governing Body on appeal to make complete findings of fact sufficient to show that these criteria have been met before a development plan may be approved.
27. Specifically, under SFCC 1987, Section 14-3.8(D)(1), to approve a development plan the Governing Body 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.
28. Pursuant to SFCC 1987, Section 14-3.8(D)(1)(a), the Governing Body found that it was empowered to approve the development plan amendment under SFCC 1987, Sections 14-2.3(C)(1)-(2), 14-3.8(B)(4), and 14-3.19(D)(1).
29. Pursuant to SFCC 1987, Section 14-3.8(D)(1)(b), the Governing Body found that the Applicant had demonstrated that the development plan amendment would not adversely affect the public interest.
30. Pursuant to SFCC 1987, Section 14-3.8(D)(1)(c), the Governing Body found 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.
31. Councilor Lindell made a motion to grant the appeal, subject to staff conditions and technical requirements, on the basis that there was not sufficient evidence to deny the approval of the Development Plan. Councilor Romero-Wirth seconded the motion. Councilors Garcia, Cassutt, Vigil Coppler, Rivera, and Romero-Wirth, and Mayor Webber voted yes on the motion. Councilor Villarreal voted no on the motion. The motion passed.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the authority under Chapter 14 of the SFCC to review and approve the Applicant's proposed development plan amendment subject to conditions on appeal.
2. The Applicant has complied with the Submittal and Appeal Requirements.
3. The Applicant complied with all procedural requirements.
4. The Development Plan Amendment Appeal should be granted and the Development Plan Amendment approved, subject to staff conditions and technical corrections, because the Applicant has met all criteria required for approval of the Development Plan Amendment.

WHEREFORE, IT IS ORDERED ON THE 8th DAY OF DECEMBER 2021 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

The Development Plan Amendment Appeal is granted and the Development Plan Amendment is approved.

_____ _____
Alan M. Webber Date:
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ Nov 30, 2021
Erin K. McSherry Date:
City Attorney

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Appeal # 2021-4078-APPL
Appellant's Name – Steven Brown
Agent's Name – no agent
Address – 701 E. Alameda St., Unit 3

THIS MATTER came before the City of Santa Fe (City) Governing Body (Governing Body) for a public hearing on November 10, 2021 (Hearing), to consider the appeal (Appeal) of Steven Brown (Applicant or Appellant) from the written decision of the City's Historic Districts Review Board (Board) in Case # 2021-3828-HDRB. In that decision, the Board denied Appellant's retroactive request to approve a portal (Project) he built on the northeast side of the Appellant's condominium unit at 701 E. Alameda St., Unit 3 (Property). The Appellant asked the Governing Body to reverse the Board's decision, arguing that the structural quality of the portal meets Building Code standards and the Project is not publicly visible.

I. RECORD ON APPEAL

The record on appeal (Record) includes the following documents:

1. Memorandum dated November 5, 2021, for the November 10, 2021, Meeting of the Governing Body to the Members of the Governing Body, from Frank Ruybalid, Assistant City Attorney, regarding the Appellant's appeal from the Board's decision in Case # 2021-3828-HDRB (Memorandum);
2. Exhibit A, Verified Appeal Petition (Petition) filed August 13, 2021;
3. Exhibit B, Board Findings of Fact and Conclusions of Law for Case # 2021-3828-HDRB, issued August 10, 2021;
4. Exhibit C, Board Action Letter from Historic Preservation Division (HPD) Staff;
5. Exhibit D, HPD Staff Report and Exhibits for Case # 2021-3828-HDRB from the July 13, 2021, Board meeting, with exhibits:
    (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
6. Exhibit E, relevant excerpts from the minutes of the July 27, 2021, Board meeting;
7. Exhibit F, relevant excerpts from the minutes of the August 10, 2021, Board meeting;
8. Exhibit G, Historic District Review Board Application, submitted May 24, 2021; and
9. Exhibit H, Decision Trees (2).

II. FINDINGS OF FACT

After conducting a public hearing, the Governing Body hereby FINDS, as follows:

A. Factual Background

1. The Property is in a non-contributing structure of four condominium units situated at 701 E. Alameda St. in the City of Santa Fe.
2. The Property is located within the City's Downtown and Eastside Historic District.
3. The condominium units are a single-story construction, with a flat roof which does not overhang the walls, a parapet or firewall which conceals most of the HVAC and other rooftop appurtenances, and water spouts or canales set below the parapet to drain the roof.
4. The exterior walls of the Property are simulated adobe, all are the same light earthen color, with no apparent stone, brick or tile, and the total combined door and window area does not appear to exceed the total area of adobe-simulated wall on each façade.
5. On an unknown date, the Applicant built a 198-square-foot portal on the back, northeastern façade of his condominium unit.
6. The Applicant did not apply for a Building Permit, nor did he seek the approval of the Historic Districts Review Board, before constructing the portal.
7. The City issued to the Applicant a Notice of Violation for his failure to obtain a Building Permit before constructing the portal.
8. The Applicant has described the portal as an open-air structure attached by brackets to the back of his condominium unit, with premium-grade materials, treated pine upright posts on cement footings, treated pine outer roof beams and joists, wood surfaces finished with natural varnish, and rough-cut pine roof planks covered by 90 lb. felt roofing over tar paper.
9. The Applicant submitted an Application May 24, 2021, seeking retroactive approval from the HDRB for his portal construction.

B. Procedural History

10. Historic Preservation Division (HPD) staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable Santa Fe City Code (SFCC) requirements and provided the Board a written report of its findings (Staff Report), which evaluated the factors relevant to the application.
11. HPD staff recommended that the Board approve the Project, finding that the Project complied with the General Design Standards for all historic districts, per SFCC Section 14-5.2(D), specific design standards for the Downtown and Eastside Historic Districts, per SFCC Section 14-5.2(E).
12. At a public hearing held July 13, 2021, the Board heard presentations by HPD staff and sworn testimony from the Applicant, and interested members of the public.
13. The Applicant was not represented by legal counsel or any other agent in the Board meeting July 13, 2021.
14. At the Board meeting, the Board members and the public discussed whether the portal was structurally solid, whether the portal met any Historic District design standards, and whether it was publicly visible.
15. Following questions and discussion from the Board, a majority of the Board voted to deny the Project.

16. On August 10, 2021, the Board adopted written Findings of Fact and Conclusions of Law reflecting its decision to deny the application.
17. As reflected by the Board's written decision, the Board's decision to deny the Project was based on the following findings:
    (a) The Applicant cannot resolve the notice of violation without obtaining a building permit from the City and passing an inspection;
    (b) The portal does not comply with Historic District Design Codes because the style, form, and proportions of the portal are not harmonious with the historic buildings of the Downtown and Eastside Historic District; and
    (c) An applicant can request an exception under SFCC Section 14-5.2(C)(5) to deviate from Downtown and Eastside Historic District design standards set forth in SFCC Section 14-5.2(E), but the Applicant did not request an exception in this case.
18. The Board's written decision was based on the following provisions of the Historic Districts Ordinance:
    (a) SFCC Section 14-5.2(A)(1)(c), which reads that 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."
    (b) SFCC Section 14-5.2(D), setting forth "General Design Standards," and SFCC Section 14-5.2(E), setting forth specific district design standards for the Downtown and Eastside Historic District
    (c) SFCC Section 14-5.2(E)(1) and (2), which provide that the architecture in the Downtown and Eastside Historic District must be either "Old Santa Fe Style" or "Recent Santa Fe Style."
    (d) SFCC Section 14-5.2(E)(1), which provides that "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."
    (e) SFCC Section 14-5.2(E)(2), which 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."

C. Appeal to Governing Body

19. Under SFCC Section 14-3.17(A)(1)(b), final actions of a Land Use Board, including the Governing Body in certain appeals, include a written decision made after a public hearing.
20. On August 13, 2021, Appellant timely filed a verified appeal petition, asking the Governing Body to reverse the decision of the Board and approve the Project.
21. The Appellant provided notice of the Governing Body Hearing in accordance with the notice provisions of SFCC Section 14-3.1(H)(4).
22. Under SFCC Section 14-3.17(H)(4), Appellant has the burden of proof on appeal.
23. Under SFCC Section 14-2.2(F), the Governing Body conducts a de novo hearing on an appeal of a final action of a land use board.
24. Prior to the Governing Body appeal hearing, the Mayor and councilors considered motions to postpone the hearing to two future dates, because the Appellant had logged off

the Zoom conference, communicating to the City Attorney's Office that his departure was due to the late hour (12:40 a.m.).

25. The Appellant was not represented by legal counsel or other agent.
26. Both Motions to postpone failed on tie votes.
27. During the Hearing, the Governing Body received a presentation by the City Attorney's Office and testimony from City staff.
28. SFCC Section 14-3.17(A)(2) sets forth the valid grounds for an appeal of a Board decision and provides that an appeal may be filed for one or more of the following reasons only: (1) the Board's final action does not comply with SFCC Chapter 14 or the Zoning Enabling Act, NMSA 1978, Sections 3-21-1 to -14; (2) the Board misapplied SFCC Chapter 14; or (3) the Board's decision is not supported by substantial evidence.
29. In the Verified Appeal Petition, the Appellant argued that (1) the portal meets structural engineering standards, and engineering and anecdotal reports contradict the Board's skepticism about the quality of the construction; and (2) the portal is not publicly visible.
30. The objective of the Historic Districts Review Board is to review all applications for new construction, alterations, or demolition in the City's Historic Districts, per SFCC Section 14-5.2(C)(3)(a), except where the Historic Preservation staff performs the review, as provided by specific provisions of the Code.
31. Pursuant to SFCC Section 14-5.2(C)(4), all development within the Historic Districts must comply with the General Development Standards set forth in SFCC Section 14-5.2(D), as well as the specific development standards set forth in SFCC Sections 14-5.2(E) through (I).
32. The Project is subject to the requirements and general design standards set forth in SFCC Section 14-5.2(D), General Design Standards.
33. The Property is located in the Downtown and Eastside Historic District and is subject to the specific district design standards set forth in SFCC Section 14-5.2(E).
34. The design elements of the condominiums at 701 E. Alameda St. are consistent with the "Old Santa Fe Style," described in SFCC Section 14-5.2(E)(1).
35. The SFCC, as currently drafted, requires a portal on an Old Santa Fe Style structure to comply with the design standards for the Old Santa Fe Style, as set forth in SFCC Section 14-5.2(E)(1).
36. The Project does not meet the applicable Historic District design standards set forth in SFCC Section 14-5.2(E)(1).
37. The Appellant did not seek an exception from the Historic District design standards, as permitted under certain circumstances by SFCC Section 14-5.2(C)(5).

III. CONCLUSIONS OF LAW

Under the circumstances and based upon the record and the evidence and testimony submitted at the hearing, the Governing Body CONCLUDES as follows:

1. The Governing Body has the power and authority to hear and decide the matter that is the subject of the Appeal.
2. The Board's written decision issued August 10, 2021 was a final action subject to appeal.
3. Appellant timely appealed the Board's decision to the Governing Body and complied with the procedural requirements set forth in the SFCC.

4. This Appeal should not be granted because the Project does not comply with applicable design standards in the Downtown and Eastside Historic District.
5. Questions regarding the structural integrity, engineering standards or Building Permit for this Project are not properly before the Governing Body at this time, as this is an appeal from a decision by the Historic Districts Review Board, and the Board does not have the authority to address those issues.

IV. VOTE AT THE HEARING

1. The Governing Body voted to deny the appeal and to uphold the Board's final action, with a vote of six (6) in the affirmative and one (1) in the negative.
2. The following members of the Governing Body voted in favor of the motion to deny the appeal and uphold the Board's final action: Mayor Alan Webber, Councilor Michael Garcia, Councilor Carol Romero-Wirth, Councilor Jamie Cassutt-Sanchez, Councilor Signe Lindell and Councilor Christopher Rivera.
3. The following members of the Governing Body voted against the motion to deny the appeal and uphold the Board's final action: Councilor Renee Villarreal.
4. The following member of the Governing Body was excused from the Hearing and did not participate in the decision: Councilor JoAnn Vigil Coppler. (Councilor Vigil Coppler participated in the votes on the earlier Motions to postpone.)

WHEREFORE, IT IS ORDERED ON THE 8TH OF DECEMBER, 2021, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body denies the appeal, upholds the Board's decision, and denies the application.

_____ _____
Alan M. Webber Date
Mayor

FILED WITH THE CITY CLERK:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ 11/30/21
Erin K. McSherry Date
City Attorney

CITY OF SANTA FE
2022 MEETING DATES

Governing Body
Time: 5:00 PM

January 12, 2022 – Wednesday
January 26, 2022 – Wednesday
February 9, 2022 – Wednesday
February 23, 2022 – Wednesday
March 9, 2022 – Wednesday
March 30, 2022 – Wednesday
April 13, 2022 – Wednesday
April 27, 2022 – Wednesday
May 11, 2022 – Wednesday
May 25, 2022 – Wednesday
June 8, 2022 – Wednesday
June 29, 2022 – Wednesday
July 13, 2022 – Wednesday
July 27, 2022 – Wednesday
August 10, 2022 – Wednesday
August 31, 2022 – Wednesday
September 14, 2022 – Wednesday
September 28, 2022 – Wednesday
October 12, 2022 – Wednesday
October 26, 2022 – Wednesday
November 9, 2022 – Wednesday
December 14, 2022 - Wednesday

PUBLIC WORKS & UTILITIES COMMITTEE
Time: 5:00 PM

January 10, 2022 – Monday
January 24, 2022 – Monday
February 7, 2022 – Monday
February 21, 2022 – Monday
March 7, 2022 – Monday
March 28, 2022 – Monday
April 11, 2022 – Monday
April 25, 2022 – Monday
May 9, 2022 – Monday
May 23, 2022 – Monday
June 6, 2022 – Monday
June 27, 2022 – Monday
July 11, 2022 – Monday
July 25, 2022 – Monday
August 8, 2022 – Monday
August 29, 2022 – Monday
September 12, 2022 – Monday
September 26, 2022 – Monday
October 11, 2022 – **Tuesday**
October 24, 2022 – Monday
November 7, 2022 – Monday
December 12, 2022 – Monday

FINANCE COMMITTEE
Time: 5:00 PM

January 3, 2022 – Monday
January 18, 2022 – **Tuesday**
January 31, 2022 - Monday
February 14, 2022 – Monday
February 28, 2022 – Monday
March 21, 2022 – Monday
April 4, 2022 – Monday
April 18, 2022 - Monday
May 2, 2022 – Monday
May 16, 2022 – Monday
May 31, 2011 - **Tuesday**
June 20, 2022 – Monday
July 5, 2022 – **Tuesday**
July 18, 2022 - Monday
August 1, 2022 – Monday
August 15, 2022 – Monday
September 6, 2022 - **Tuesday**
September 19, 2022 – Monday
October 3, 2022 – Monday
October 17, 2022 – Monday
October 31, 2022 - Monday
November 28, 2022 – Monday

QUALITY OF LIFE COMMITTEE
Time: 5:00 PM

January 19, 2022 – Wednesday
February 2, 2022 – Wednesday
February 16, 2022 – Wednesday
March 2, 2022 - Wednesday
March 16, 2022 – Wednesday
April 6, 2022 - Wednesday
April 20, 2022 – Wednesday
May 4, 2022 - Wednesday
May 18, 2022 – Wednesday
June 1, 2022 - Wednesday
June 15, 2022 – Wednesday
July 6, 2022 - Wednesday
July 20, 2022 – Wednesday
August 3, 2022 - Wednesday
August 17, 2022 – Wednesday
September 7, 2022 - Wednesday
September 21, 2022 – Wednesday
October 5, 2022 - Wednesday
October 19, 2022 – Wednesday
November 2, 2022 – Wednesday
December 7, 2022 – Wednesday

PUBLIC SAFETY COMMITTEE
Time: 4:00 PM

January 18, 2022 – Tuesday
February 15, 2022 – Tuesday
March 15, 2022 – Tuesday
April 19, 2022 – Tuesday
May 17, 2022 – Tuesday
June 21, 2022 – Tuesday
July 19, 2022 – Tuesday
August 16, 2022 – Tuesday
September 20, 2022 – Tuesday
October 18, 2022 – Tuesday
November 15, 2022 – Tuesday
December 20, 2022 – Tuesday

SANTA FE METROPOLITAN POLICY ORGANIZATION TRANSPORTATION POLICY BOARD
TIME: 5:00 PM

January 2022 – **No Meeting**
February 24, 2022 – Thursday
March 24, 2022 – Thursday
April 28, 2022 – Thursday
May 26, 2022 – Thursday
June 23, 2022 – Thursday
July 2022 – **No Meeting**
August 25, 2022 – Thursday
September 22, 2022 – Thursday
October 2022 – **No Meeting**
November 17, 2022 – Thursday
December 2022 – **No Meeting**

SANTA FE SOLID WASTE MANAGEMENT AGENCY
Time: 5:00 PM

January 2022– **No Meeting**
February 17, 2022 – Thursday
March 17, 2022 – Thursday
April 21, 2022 – Thursday
May 19, 2022 – Thursday
June 16, 2022 – Thursday
July 21, 2022 – Thursday
August 18, 2022 – Thursday
September 15, 2022 – Thursday
October 20, 2020 – Thursday
November 17, 2022 – Thursday
December 2020 – **No Meeting**

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
Time: 5:30 PM

January 13, 2022 – Thursday
February 10, 2022 – Thursday
March 10, 2022 – Thursday
April 14, 2022 – Thursday
May 12, 2022 – Thursday
June 9, 2022 – Thursday
July 14, 2022 – Thursday
August 11, 2022 – Thursday
September 8, 2022 – Thursday
October 13, 2022 – Thursday
November 10 2022 – Thursday
December 8, 2022 – Thursday

BUCKMAN DIRECT DIVERSION BOARD
Time: 4:00 PM

January 6, 2022 – Thursday
February 3, 2022 – Thursday
March 3, 2022 – Thursday
April 7, 2022 – Thursday
May 5, 2022 – Thursday
June 2, 2022 – Thursday
July 7, 2022 – Thursday
August 4, 2022 – Thursday
September 1, 2022 – Thursday
October 6, 2022 – Thursday
November 3, 2022 – Thursday
December 1, 2022 – Thursday

2022 Meeting Calendar

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

FEBRUARY

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27	28					

MARCH

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APRIL

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MAY

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JUNE

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JULY

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AUGUST

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28	29	30	31			

SEPTEMBER

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OCTOBER

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23/30	24/31	25	26	27	28	29

NOVEMBER

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DECEMBER

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25	26	27	28	29	30	31

Governing Body | Finance | Public Works | Quality of Life | Public Safety

BDDB | SFSWMA | SFMPOTPB | BTAC

APPROVED 12/08/2021

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

TO: Quality of Life Committee and Governing Body

FROM: Andy Hopkins, Budget Officer AJH

VIA: Mary McCoy, Finance Director Mary McCoy

RE: Land Use Budget Adjustment

DATE: November 30, 2021

ITEM AND ISSUE: On November 29, 2021 an item (7-t) was considered at the Finance Committee meeting that would provide for the use of Gross Receipts Tax (GRT) revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates in order to fund the following position changes in the City of Santa Fe Land Use Department: 1) to fund salary increases for Construction Inspector and Construction Inspector Supervisor positions in the Inspections and Enforcement Division; 2) to fund one (1) existing frozen/unfunded Senior Planner position in the Historic Preservation Division; 3) to fund one new Full-Time Equivalent (1 FTE) Engineer position in the Technical Review Division; and 4) to fund one (1) existing frozen/unfunded Assistant Land Use Director position in the Land Use Administration Division. This item included a Budget Amendment Resolution (BAR) incorporating the following changes to the FY22 Budget: 1 an increase to the salaries budget in the Inspections and Enforcement Division (MUNIS org code 1000291) totaling $45,000; 2) an increase to the salaries budget in the Historic Preservation Division (MUNIS org code 1004650) totaling $52,334; 3) an increase to the salaries budget in the Technical Review Division (MUNIS org code 1004850) totaling $60,000; 4) an increase to the salaries budget in the Land Use Administration Division (MUNIS org code 1004501) totaling $74,289; and 5) an increase to the General Fund revenue budget for Municipal GRT (MUNIS org code 1000001) amounting to the sum total of the above expenditure increases ($231,623).

The Finance Committee approved this item, but also included an amendment to the item approving all the position changes with the exception of the Assistant Land Use Director position. This item is included as item 6-k on the agenda for the Quality of Life Committee meeting scheduled for Wednesday, December 1, 2021. The revised BAR will be included in the agenda packet for this meeting, incorporating the changes approved by Finance Committee. These changes include elimination of the increase of $74,289 in the salaries budget of the Land Use Administration Division [see 4) above], and a corresponding

decrease to the amount to be added to the General Fund Municipal GRT budget [see 5) above], from $231,623 to $157,334. The memo accompanying this revised BAR was also amended accordingly.

In addition to these changes, the caption for this item on the Quality of Life December 1, 2021 meeting agenda and on the agenda for the Governing Body meeting scheduled for December 8, 2021 should be revised accordingly. The original caption for this item read as follows:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

This caption should be amended to read as follows:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $157,334 to fund salary increases for existing Construction Inspector and Construction Inspector Supervisor positions, to fund an existing unfunded/frozen Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

ACTION REQUESTED: Approval is requested for the FY22 BAR and agenda captions for the aforementioned position changes in the Land Use Department.

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

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

DEPARTMENT / DIVISION NAME	DATE
PLANNING & LAND USE	11/23/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Inspections & Enforcement)	1000291	500110		45,000	
Salaries (Historic Preservation)	1004650	500110		52,334	
Salaries (Technical Review)	1004850	500110		60,000	
Salaries (Land Use Administration)	1004501	500110		74,289	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(231,623)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following; 1) Inspections & Enforcement - To fund increases for 8 Construction Inspectors. 2) Historic Preservation - To fund increase for Construction Inspector. 3) Technical Review - To fund 1 New FTE Engineer. 4) Land Use Admin - To fund frozen position position Assistant Land Use Director. See attached memo.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/23/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

FY22 Midyear Budget Adjustment – Community Development – Planning and Land Use

The Department is requesting salary increases for Construction Inspectors and Construction Inspector Supervisors to retain qualified employees and hire in additional qualified employees to support operations of the Inspections Division. This adjustment will also help resolve chronic compaction issues that have plagued this division for years. The total amount requested for the FY22 budget adjustment is $45,000.

The Department is requesting to fund an existing unfunded Assistant Land Use Director position (position #190007) in the amount of $74,289 for the remainder of FY22. This position is critical to the Department in order to properly manage the Current Planning Division, Historic Division, and MPO Division. Due to the important functions of these Divisions oversight and guidance is necessary in order to assure consistent efficiency.

The Department is requesting to fund an existing unfunded Senior Planner position (position #190017) in the amount of $52,334 for the remainder of FY22. This position would assist in the Historic Preservation Division in which we have seen the dire need for additional staff due to dramatic increase in caseload. Management of these cases are currently handled by only two Senior Planners. A third Senior Planner would alleviate and more equally distribute the case load which would provide applicants the proper attention and proficient management of each case.

The Department is requesting approval of one new FTE for an Engineer position and the corresponding funding in the amount of $60,000 for salaries and benefits for the remainder of FY22. This position would assist the Technical Review Division with higher level engineering review. Currently the division does not have a staff Engineer on board and have had to contract out these responsibilities for assistance with subdivision reviews.

BACKGROUND:

FY22 First Quarter Financial Performance Report

The overall City financial picture as of September 30, 2021 is more optimistic than expected when the FY22 budget was adopted in the April 2021. The optimism is largely driven by better-than-expected first quarter Gross Receipts Tax (GRT) revenue collection as the strong economic recovery continues. GRT revenue represents the largest single source of the City's revenues, any significant change to GRT estimates has significant ramifications for the City's overall revenue picture. The Finance Department will continue to closely monitor the City's revenue and expenditure profile, and recommend adjustments where necessary. At this point in time, All Funds and General Fund expenditures are expected to end the fiscal year within budgeted levels.

The economic downturn in 2020 caused by the pandemic has created widely different experiences across sectors and demographic groups. Hardest hit sectors were consumer spending and the tourism related industries which sharply contracted in Santa Fe. Overall Taxable Gross Receipts, revenue to Santa Fe business, was $3.59 billion in calendar year 2019. In calendar year 2020, Taxable Gross Receipts for Santa Fe businesses fell by $450 million, or 12 percent to $3.14 billion. A return to a period of economic contraction seen in 2020 is highly unlikely even considering the recent uptick in COVID 19 cases. Vaccination rates in Santa Fe still higher than average and Governor Lujan Grisham has made the booster shots available.

Despite the economic headwinds including inflation, supply chain shortages, and a realignment of the labor market, the economic recovery in nationally and in Santa Fe is strong and economic growth is poised to be robust for the remainder of the fiscal year. The economic news nationally continues to be positive with equity markets remaining near all-time highs and manufacturing and service activities expanding. Nationally, growth of real, trade-weighted foreign GDP contracted 4.8 percent in 2020 but is projected to rebound to 5.5 percent in 2021 and continued growth of over 4 percent in 2022.

Locally businesses in Santa Fe are moving closer to pre-pandemic capacity. Santa Fe unemployment is at 5.4%, down from 7.0% in July 2021. In the first 9 months of calendar year 2021, Taxable Gross Receipts for Santa Fe businesses total $2.94 billion, or $200 million shy of the calendar year 2020 total of $3.14 billion.

In Santa Fe, the first quarter of the fiscal year is an important time for GRT and Lodgers Tax revenue collection which is driven by summer tourism. In Santa Fe, steady growth in GRT and Lodgers' Tax revenues are expected. Effects of inflation create a double-edge sword: GRT and Lodgers Tax revenue are likely to increase (as goods prices increase), but city expenditures will also rise. The City's Gross Receipts Tax revenue shows continued strength, earning a total of $36 million in GRT revenue in the first quarter of the FY22. The FY22 first quarter GRT revenue is 33 percent of the total $108.9 million budgeted for General Fund, well

ahead of prior years. The FY20 first quarter GRT distributions was 31 percent of the total GRT earned compared to 24 percent in the first quarter of FY21 during the height of the pandemic.

In addition, the City received the settlement from City of Albuquerque v. Stephanie Schardin Clarke in the amount of $2.7 million in October 2021. After $292 thousand in attorney's fees, the City earned one time revenue in the settlement of $2.4 million.

Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 15 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Planning and Land Use/ Various
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:
Approval is requested of the FY22 midyear budget adjustment.

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

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

DEPARTMENT / DIVISION NAME	DATE
PLANNING & LAND USE	11/30/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries (Inspections & Enforcement)	1000291	500110		45,000	
Salaries (Historic Preservation)	1004650	500110		52,334	
Salaries (Technical Review)	1004850	500110		60,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Municipal Gross Receipts Tax	1000001	401300		(157,334)	
				$ -	$ -

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

Use of GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates for the following;

1) Inspections & Enforcement - to fund salary increases for construction Inspectors and construction inspector supervisors;

2) Historic Preservation - to fund a frozen Senior Planner position; and 3) Technical Review - to fund 1 New FTE Engineer.

See attached memo. *(BAR revised at 11/29/21 FC Meeting - removed Asst Land Use Director position)*

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Lawrence Lovato — 11/30/2021
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

Richard Brown
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins
Budget Officer — Date

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

N/A
City Manager *{≤ $60,000}* — Date

MEMORANDUM

TO: Governing Body
VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Director
FROM: Rich Brown, Community Development Director *Richard Brown*
RE: FY22 Budget Adjustment
DATE: November 29, 2021

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $157,334 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

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Moving forward, the economic recovery in Santa Fe is expected to continue in the coming months and economists are forecasting that high-levels of consumer spending will continue. With that, the City is anticipating exceeding the Gross Receipts Tax revenue originally budgeted in FY22.

FY22 Midyear Budget Adjustment Summary

The FY22 Midyear Budget Adjustments are critical to operations to ensure our City is on course to provide a high level of services to our Community. By responding quickly to the positive economic news in FY22, we look forward to ensuring that City operations are in strong position to hit the ground running in January 2022.

The proposed FY22 Midyear Budget Adjustments totaling $2 million in recurring expenditures to make further investments in core city operations including funding for:

- salary increases for construction inspectors, transit drivers, and street maintenance workers to aid in retention and recruitment
- creation of 7.5 new positions in key operational areas from Community Services, Land Use, HR and the City Attorney's Office;
- 14 vacant unfunded positions in various departments; and
- additional operational expenses at MRC and Parks.

The $2 million in recurring budget adjustments in the second quarter of the FY22 will be funded from recurring GRT revenue earned in the first quarter of FY22 above originally budgeted GRT revenue estimates.

Additionally, the proposed FY22 Midyear Budget Adjustments totaling $3 million in one-time expenditures to make investments in recruitment and retention for City employees who provide critical services for residents as well as various one-time projects:

- $2.4 million for retention incentives for City employees;
- $300 thousand for a hiring incentive to assist with recruitment for City positions across all Departments; and
- various one-time Parks and MRC projects.

FUNDING SOURCE:

The funding source is:
Fund Name/Number: General Fund/Fund 100
Munis Org Name/Number: Planning and Land Use/ Various
Munis Object Name/Number: Salaries/ 500110

ACTION REQUESTED:
Approval is requested of the FY22 midyear budget adjustment.

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to fund salary increases for Construction Inspectors and Construction Inspector Supervisors, to fund an existing unfunded Assistant Land Use Director, to fund an existing unfunded Senior Planner, and to fund and create one new FTE - Engineer position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625)

Committee Review:
Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body: 12/08/2021

FINANCE COMMITTEE ACTION:
Approved as amended-approval with the exception of the funding for the Assistant Land Use Director position

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-Councilor Abeyta made motion to Approve with the exception of funding or Assistant Land Use Director position

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 12/01/2021
ISSUE NO. 6k Request for Approval of a Budget Adjustment Resolution (BAR) in the Planning and Land Use Department in the Amount of $231,623 to Fund Salary Increases for Construction Inspectors and Construction Inspector Supervisors, to Fund an Existing Unfunded Assistant Land Use Director, to Fund an Existing Unfunded Senior Planner, and to Fund and Create One New FTE - Engineer Position. (Richard Brown, Community Development Director, rdbrown@santafenm.gov, 505-955-6625) Committee Review: Finance Committee: 11/29/2021 Quality of Life Committee: 12/01/2021 Governing Body: 12/08/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 12/08/2021 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: November 4, 2021

TO: Governing Body
Finance Committee
Public Works & Utilities Committee

VIA: Regina Wheeler, Public Works Department Director

FROM: Tom Graham, ADA Coordinator / Project Administrator TMG

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D17045/2 for Project L500306 "Agua Fria-South Meadows Intersection Improvements"

ITEM AND ISSUE:
Request for Approval of Resolution and Cooperative Agreement for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding: (Thomas Graham, ADA Coordinator tmgraham@santafenm.gov 505-955-6654)

1.) CONSIDERATION OF RESOLUTION NO. 2021-___, (COUNCILOR RIVERA AND COUNCILOR ABEYTA)
A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

2.) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT # 3202845) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY TO DECEMBER 31, 2022 AND NO ADDITIONAL FUNDING.

BACKGROUND AND SUMMARY:

The City of Santa Fe received a FY2019/2020 Municipal Arterial Program Cooperative Agreement (NMDOT Contract No. D17045) from NMDOT in the amount of $587,667.00 for "Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Drainage and Miscellaneous Improvements" at the intersection of Agua Fria Street and South Meadows Road. The funding consists of a 75% state share of $440,750.00 and requires a 25% City match of $146,917.00. This Agreement which terminated on June 30, 2020 was approved by the City Council via Resolution No. 2018-49. The Term of the Cooperative Agreement was amended via Resolution No. 2020-4 and terminates on December 31, 2021.

City of Santa Fe, New Mexico
Memorandum

The Agua Fria-South Meadows Intersection Improvements Project will upgrade the existing traffic signal, provide turning lanes as well as improved bicycle and pedestrian facilities. The need to upgrade the traffic signals was brought by the addition of El Camino Real Academy, the connection to NM 599/County Road 62 Interchange, and rapid residential growth in the area. On February 26, 2019 a public meeting was held at the El Camino Real Academy cafeteria where the public overwhelmingly supported the project.

This amendment extends the Agreement until December 31, 2022. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of the year. Construction is estimated to begin in the spring of 2022.

PROCUREMENT METHOD:
The procurement method is through RFP#18/17/P.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202048.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: CIP Streets/Fund 330
Munis Org Name/Number: Streets Roadways/3309980
Munis Object Name/Number: WIP Construction/572960

ACTION REQUESTED:
The Roadway and Trails Division of the Public Works Department respectfully requests your review and approval of:

Item 1.) a Resolution requesting a time extension for the MAP Cooperative Agreement Grant (CN L500306) with NMDOT.

Item 2.) the Amendment No. 2 to the Cooperative Agreement (CN L500306) with NMDOT.

ATTACHMENTS:
Resolution
Amendment 2
Amendment 1 20-0094
Original Cooperative Agreement 18-1060
FIR
Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

WHEREAS, in FY 2018/2019 the City of Santa Fe ("City") received $440,750.00 through the NMDOT Municipal Arterial Program ("MAP") grant program requiring a City match of $146,917.00 for a total grant agreement amount of $587,667.00 for Project Control L500306 "Agua Fria St.-South Meadows Rd Intersection Improvements Project" via Cooperative Agreement D17045 ("Agreement"); and

WHEREAS, the City approved the Agreement via Resolution No. 2018-49; and

WHEREAS, it is necessary to coordinate the construction of the intersection improvements at Agua Fria Street and South Meadows Road ("Project") with the construction of improvements at the intersection of Agua Fria Street and Cottonwood Drive; and

WHEREAS, the construction of the improvements at Agua Fria Street and Cottonwood Drive are planned for 2022; and

WHEREAS, the Governing Body approved an Amendment for Term extension to December 31, 2021 for the Agreement via Resolution 2020-4; and

WHEREAS, the City intends to complete the construction of the improvements at Agua Fria Street and South Meadows Road in 2022; and

WHEREAS, it is necessary for the City to request a time extension of this funding from December 31, 2021 to December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED BY TILE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body requests a 12-month time extension of the Project MAP award from the NMDOT to December 31, 2022.

BE IT FURTHER RESOLVED that the City accepts responsibility for the Project; assumes the lead role in design development and construction of the Project; agrees to the terms, conditions, and certification and reporting requirements of the MAP cooperative project agreement; and assumes ownership, liability, and maintenance responsibilities for all amenities related to the completion of the Project to the extent permitted by law.

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

_____

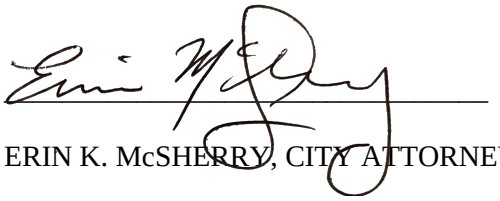
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows Second MAP Grant Extension

ITEM # 20-0094

Contract No.	**D17045/1**
Vendor No.	**0000054360**
Project No.	**MAP-7649(905)**
Control No.	**L500306**

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This **First Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

   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 **December 31, 2021**. 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.

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.

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: 3/17/20
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Chant Date: 3-12-20
Assistant General Counsel

City of Santa Fe

By: _____ Date: 2/25/2020

Name: ALAN WEBBER

Title: MAYOR

ATTEST:

By: Yolanda Y. Vigil Date: 3-2-20
City Clerk
Ccmtg 1/29/20

APPROVED AS TO FORM:

10/17/17

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150.3309980.572960
Project ST 183300S
Business Unit/ Line Item

Contract No.	**D17045/2**
Vendor No.	**54360**
Control No.	**L500306**

SECOND AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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.

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All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

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:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

City Attorney's Office:
By: Marcos Martinez Marcos Martinez [Nov 8, 2021 08:06 MST] Date: Nov 8, 2021
Senior Assistant City Attorney

Approved for Finances:
By:_____ Date:_____
Finance Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Tom Graham

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:

Tom Graham	ADA Coordinator	11/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Nov 23, 2021 08:01 MST)	Chief Procurement Officer	Nov 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202048**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500306)**

Description: **Second amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D17045/2 for L500306 "Agua Fria - South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **Oct. 18, 2019** Term End Date: **December 31, 2021**

☑ Approved by Council Date: **Sept. 30, 2019**

Contract / Lease: $587,667.00

Amendment # **2** to the Original Contract / Lease # **D17045**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **December 31, 2022**

☐ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Extending termination date of MAP Cooperative Agreement from December 31, 2021 to December 31, 2022.

3. **Procurement History:**

Fran Delaway (Nov 23, 2021 08:01 MST) — Nov 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A** Coop. Agree w/ NMDOT exempt pursuant to NMSA 1978, 13-1-98A Local Pub Body to Gov entity.

4. **Funding Source: 3309980 Project ST 18330AT** **Org / Object: 3309980.490150**

Andy Hopkins (Nov 22, 2021 15:33 MST) — Nov 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: Tom Graham Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: November 4, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 4, 2021 13:59 MDT)
Regina Wheeler, Public Works Department Director

From: Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator

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: $ 587,667

Term: 12/13/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Nov 4, 2021 15:58 MDT)
Fran Dunaway, Chief Procurement Officer

FIR No. 10300

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Agua Fria South Meadows Second MAP Grant Extension

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 11/05/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Nov 27, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:
This Resolution requests extending the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D17045/2 for Project L500306"Agua Fria-South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022 due to the engineering design not being complete. The City's project consultants are still working on obtaining right-of-way certification from NMDOT.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose $440,750.00 of construction funding which will cause more delay in completing the project.

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

Performance and Administrative Implications:
The City will need to find other ways to replace the funds that would be lost if this Resolution is not approved.

Fiscal Implications:
If Resolution is not approved, the City will lose $440,750.00 of construction funding.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There are no increased costs associated with this Resolution because staff is only requesting to extend the termination date of the Agreement.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None.

Signature: 

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

Signature: 

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

City of Santa Fe, New Mexico
Memorandum

DATE: November 4, 2021

TO: Governing Body
Finance Committee
Public Works & Utilities Committee

VIA: Regina Wheeler, Public Works Department Director

FROM: Tom Graham, ADA Coordinator / Project Administrator TMG

RE: Term Extension of Municipal Arterial Program Cooperative Agreement D17045/2 for Project L500306 "Agua Fria-South Meadows Intersection Improvements"

ITEM AND ISSUE:
Request for Approval of Resolution and Cooperative Agreement for CIP 853C Agua Fria / South Meadows Intersection Improvements Project Funding: (Thomas Graham, ADA Coordinator tmgraham@santafenm.gov 505-955-6654)

1.) CONSIDERATION OF RESOLUTION NO. 2021-___, (COUNCILOR RIVERA AND COUNCILOR ABEYTA)
A RESOLUTION REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS

2.) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT (MUNIS CONTRACT # 3202845) WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF CIP 853C - AGUA FRIA AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS PROJECT. AMENDMENT IS FOR EXTENSION OF AGREEMENT TERM ONLY TO DECEMBER 31, 2022 AND NO ADDITIONAL FUNDING.

BACKGROUND AND SUMMARY:

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City of Santa Fe, New Mexico
Memorandum

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This amendment extends the Agreement until December 31, 2022. The extension is requested because the engineering design is not yet complete. Our project consultants are still working on obtaining right-of-way certification from NMDOT. We anticipate this process to be completed by the end of the year. Construction is estimated to begin in the spring of 2022.

PROCUREMENT METHOD:
The procurement method is through RFP#18/17/P.

CONTRACT NUMBER:
The FY22 Munis contract number is 3202048.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: CIP Streets/Fund 330
Munis Org Name/Number: Streets Roadways/3309980
Munis Object Name/Number: WIP Construction/572960

ACTION REQUESTED:
The Roadway and Trails Division of the Public Works Department respectfully requests your review and approval of:

Item 1.) a Resolution requesting a time extension for the MAP Cooperative Agreement Grant (CN L500306) with NMDOT.

Item 2.) the Amendment No. 2 to the Cooperative Agreement (CN L500306) with NMDOT.

ATTACHMENTS:
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Amendment 1 20-0094
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Summary of Contracts
Procurement Checklist
Exemption Determination Request 13-1-98-A

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Roman "Tiger" Abeyta

A RESOLUTION

REQUESTING A TIME EXTENSION FOR A MUNICIPAL ARTERIAL PROGRAM COOPERATIVE GRANT FROM THE NEW MEXICO DEPARTMENT OF TRANSPORTATION IDENTIFIED AS CONTROL NUMBER L500306 FOR THE PLANNING, DESIGN, AND CONSTRUCTION OF AGUA FRIA STREET AND SOUTH MEADOWS ROAD INTERSECTION IMPROVEMENTS.

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

_____

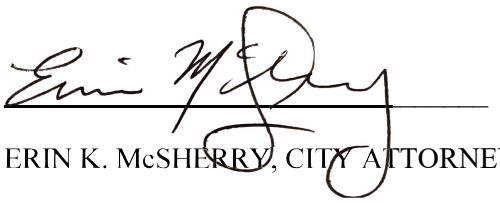
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Agua Fria South Meadows Second MAP Grant Extension

ITEM # 20-0094

Contract No.	**D17045/1**
Vendor No.	**0000054360**
Project No.	**MAP-7649(905)**
Control No.	**L500306**

FIRST AMENDMENT TO MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

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RECITALS

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Whereas, the parties agree to modify this Agreement.

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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.

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: 3/17/20
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A. Hurt Date: 3-12-20
Assistant General Counsel

City of Santa Fe

By: _____ Date: 2/25/2020

Name: ALAN WEBBER

Title: MAYOR

ATTEST:

By: Yolanda Y. Vigil Date: 3-2-20
City Clerk
CCmtg 1/29/20

APPROVED AS TO FORM:

10/17/17

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150.3309980.572960
Project ST 183300S
Business Unit/ Line Item

Contract No.	**D17045/2**
Vendor No.	**54360**
Control No.	**L500306**

SECOND AMENDMENT TO LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This **Second Amendment** is to the Agreement entered into between the New Mexico Department of Transportation (Department) and the **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. **D17045**, on **October 22, 2018**; and,

Whereas, Section 19 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 6, Term, is deleted and replaced with the following:

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 **12/31/2022**. 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.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

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:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

Name: _____

Title: _____

ATTEST:

By: _____ Date: _____
City Clerk

City Attorney's Office:
By: Marcos Martinez Date: Nov 8, 2021
Marcos Martinez (Nov 8, 2021 08:56 MST)
Senior Assistant City Attorney

Approved for Finances:
By:_____ Date:_____
Finance Director

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Second Amendment to MAP Cooperative Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

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

Department Requesting Public Works Staff Name Tom Graham

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:

Tom Graham	ADA Coordinator	11/05/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Delaway (Nov 23, 2021 08:01 MST)	Chief Procurement Officer	Nov 23, 2021
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202048**

Contractor: **NMDOT Municipal Arterial Program Cooperative Project Agreement (CN L500306)**

Description: **Second amendment to NMDOT Municipal Arterial Program Cooperative Funding Agreement D17045/2 for L500306 "Agua Fria - South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ◉

Term Start Date: **Oct. 18, 2019** Term End Date: **December 31, 2021**

☑ Approved by Council Date: **Sept. 30, 2019**

Contract / Lease: $587,667.00

Amendment # **2** to the Original Contract / Lease # **D17045**

Increase/(Decrease) Amount $ **0**

Extend Termination Date to: **December 31, 2022**

☐ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Extending termination date of MAP Cooperative Agreement from December 31, 2021 to December 31, 2022.

3. **Procurement History:**

Fran Delaway (Nov 23, 2021 08:01 MST) — Nov 23, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: **N/A** Coop. Agree w/ NMDOT exempt pursuant to NMSA 1978, 13-1-98A Local Pub Body to Gov entity.

4. **Funding Source: 3309980 Project ST 18330AT** **Org / Object: 3309980.490150**

Andy Hopkins (Nov 22, 2021 15:33 MST) — Nov 22, 2021

Budget Officer Approval: Date:

Comment & Exceptions: **Additional Org /Object: 3309980.572960**

Staff Contact who completed this form: Tom Graham Phone # **955-6654**

Email: **tmgraham@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe, New Mexico

memo

Date: November 4, 2021

To: Fran Dunaway, Chief Procurement Officer

Via: Regina Wheeler
Regina Wheeler (Nov 4, 2021 13:59 MDT)
Regina Wheeler, Public Works Department Director

From: Tom Graham, AIA, ADAC, CASp, NCARB, ADA Coordinator

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: $ 587,667

Term: 12/13/2022

Approved Exemption
Fran Dunaway
Fran Dunaway (Nov 4, 2021 15:58 MDT)
Fran Dunaway, Chief Procurement Officer

FIR No. 10300

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): Agua Fria South Meadows Second MAP Grant Extension

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Works Department

Staff Completing FIR: Tom Graham Date: 11/05/21 Phone: 955-6654

Reviewed by City Attorney: _____ Date: Nov 27, 2021

Reviewed by Finance Director: _____ Date: Nov 29, 2021

Summary:
This Resolution requests extending the termination date of NMDOT Municipal Arterial Program Cooperative Agreement No. D17045/2 for Project L500306"Agua Fria-South Meadows Intersection Improvements Project" from December 31, 2021 to December 31, 2022 due to the engineering design not being complete. The City's project consultants are still working on obtaining right-of-way certification from NMDOT.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
The City will lose $440,750.00 of construction funding which will cause more delay in completing the project.

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

Performance and Administrative Implications:
The City will need to find other ways to replace the funds that would be lost if this Resolution is not approved.

Fiscal Implications:
If Resolution is not approved, the City will lose $440,750.00 of construction funding.

Fiscal Impact

_____X_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

There are no increased costs associated with this Resolution because staff is only requesting to extend the termination date of the Agreement.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

None.

Signature: 

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

Signature: 

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Rivera and Councilor Abeyta) A Resolution Requesting a Time Extension for a Municipal Arterial Program Cooperative Grant From the New Mexico Department of Transportation Identified as Control Number L500306 for the Planning, Design, and Construction of Agua Fria Street and South Meadows Road Intersection Improvements. (Thomas Graham, ADA Coordinator: tmgraham@santafenm.gov, 955-6654)

Committee		**Review:**
Introduced:		11/10/21
Finance	Committee:	11/29/21
Governing Body: 12/08/21		

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

01/13/21

City of Santa Fe, New Mexico
Memorandum

Date: November 17, 2021

To: Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

Via: Erin K. McSherry, City Attorney EM

From: Jesse Guillen, Legislative Liaison

RE: La Fonda 100th Anniversary Banners

EXECUTIVE SUMMARY:
The owners of La Fonda request use of City banners to commemorate the 100th anniversary of the hotel. The nine banners would be hung on City-owned light posts along San Francisco Street, Old Santa Fe Trail, and Cathedral Place from January 1, 2022 to January 4, 2023.

BACKGROUND:
SFCC 1987, Section 14-8.10 allows for the installation of banners if they meet certain criteria and are permitted by the Governing Body by Resolution. La Fonda will be celebrating its 100th anniversary in 2022 and its owners are requesting the City commemorate the milestone.

The Resolution provides the dates of display, location, number, design approval process, installation, maintenance, and cost allocation details. Additional attachments provide the design of the banner, approval of the design from the Planning and Land Use Director, City Attorney, and Public Works Director, as well as the administrative approval from the Planning and Land Use Department.

Previously permitted banners include those marking the Guadalupe District located between Paseo De Peralta and West Alameda, and the banners commemorating veterans located on Cerrillos Road between Rodeo Road and I-25.

ACTION REQUESTED:
Approve the Resolution as presented.

ATTACHMENTS:
Resolution
Banner Design
Banner Approval Form
PLUD Administrative Approval
Map of Banner Locations
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

Councilwoman Renee Villarreal

Councilor Signe I. Lindell

A RESOLUTION

PERMITTING BANNERS T0 BE LOCATED ALONG SAN FRANCISCO STREET, OLD SANTA FE TRAIL, AND CATHEDRAL PLACE TO COMMEMORATE THE 100TH ANNIVERSARY OF THE HISTORIC LA FONDA ON THE PLAZA.

WHEREAS, Santa Fe City Code Section 14-8.10 allows for the installation of banners erected by the City of Santa Fe ("City") or its designee if permitted by the Governing Body via Resolution; and

WHEREAS, the Resolution regarding installation of banners must specify dates of display, location, number, design approval process, installation, maintenance, and cost allocation; and

WHEREAS, the building that houses La Fonda on the Plaza ("La Fonda") can trace its roots back 400 years, a history that includes a reputation for hospitality for trappers, soldiers, gold seekers, gamblers, and politicians; and

WHEREAS, the original hotel was built in 1922 by architect Isaac Hamilton Rapp with Rapp, Rapp, and Hendrickson; and

WHEREAS, architects Mary Elizabeth Jane Colter and John Gaw Meem had major influence on the structure that houses the hotel today, which includes hand carved beams, stained glass skylights, a 25-foot cathedral ceiling, and a bell tower on the southwestern corner of the property; and

WHEREAS, the Atchison, Topeka & Santa Fe railway acquired the hotel in 1925 and leased the property to the Fred Harvey Company, which turned La Fonda into a renowned "Harvey House", noted for high standards and fine dining; and

WHEREAS, La Fonda is a member of the Historic Hotels of America, a program of the National Trust for Historic Preservation recognizing and celebrating the finest historic hotels; and

WHEREAS, the owners of La Fonda and the City wish to commemorate and celebrate the historic milestone of La Fonda's 100th anniversary with a public display of banners on three streets bordering the hotel; and

WHEREAS, La Fonda is the oldest hotel in the oldest capital city in the United States; and

WHEREAS, located on the southeast corner of the Plaza, La Fonda has been witness to much tumult and spectacle of the settling of the West; and

WHEREAS, even today, La Fonda offers a vantage point to the ever-unfolding history of La Villa Real de San Francisco de Assis de Santa Fe; and

WHEREAS, La Fonda is considered significant to the Downtown and Eastside Historic District and also resides within the Santa Fe Historic District which is a National Register District.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the banners described below are approved:

Dates:	January 1, 2022 through January 4, 2023.
Location:	Three banners on San Francisco Street
	Four banners on Old Santa Fe Trail
	Two banners on Cathedral Place

Number:	Nine total banners
Design Approval Process:	The design of the banners has been approved by the Historic Design Review Board as conforming to existing City Code regarding signs in Historic Districts pursuant to SFCC 1987, Section 14-8.10(H)(11).
Installation:	The owners of La Fonda shall utilize qualified vendors to install the banners subject to approvals by the Public Works Department as specified in the following section.
Maintenance:	The owners of La Fonda shall be responsible for maintenance of the banners. The City reserves the right to order La Fonda on the Plaza to remove any banners the City deem in disrepair prior to their scheduled removal date.
Cost Allocation:	The owners of La Fonda hall be responsible for all costs associated with the banner program including production of the banners, installation, maintenance, and removal.

BE IT FURTHER RESOLVED that as a condition of approval, the owners of La Fonda provide the following to the City:

1. Approval from the Public Works Department to install banners on the light poles;
2. Permit for Obstruction of Streets issued by the Public Works Department;
3. A surety to the City in a form acceptable to the City Attorney in the event that the banners are not removed;
4. Certificates of Insurance evidencing the insurance required. La Fonda on the Plaza and/or the contractors hired to install, maintain, or repair the banners, shall maintain the following insurance policies:

a. Commercial General Liability for bodily injury and property damage with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The policy shall be endorsed to name the City of Santa Fe, its officials, employees, and agents as additional insured.

b. Workers' Compensation insurance as required by the State of New Mexico and Employer's Liability with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Santa Fe, its officials, employees, and agents.

5. A release and assumption of liability from the vendor in a form acceptable to the City Attorney.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

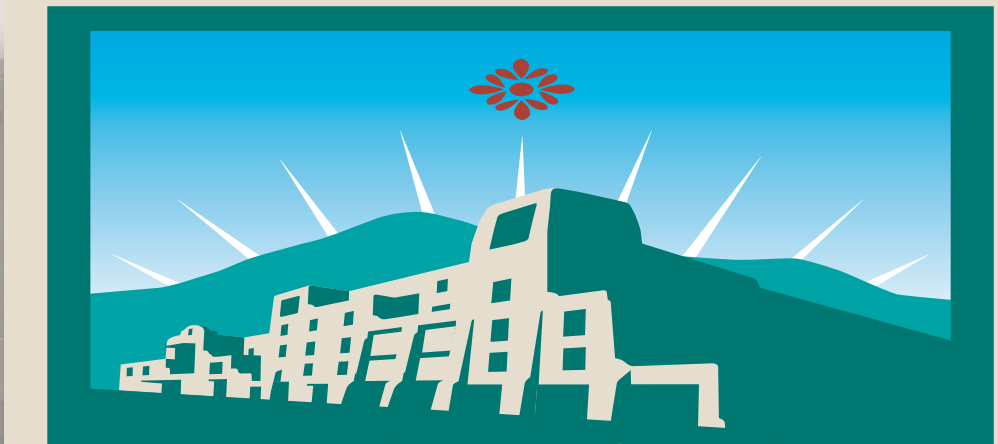
APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/La Fonda Anniversary Banners


La Fonda on the Plaza
100 YEARS
of
HOSPITALITY
1922 - 2022
La Fonda
On the Plaza™
CITY OF
Santa Fe



La Fonda on the Plaza

100 YEARS of HOSPITALITY

1922 - 2022

La Fonda
On the Plaza™

CITY OF Santa Fe

City of Santa Fe

Land Use Department | Historic Preservation Division

Administrative Approval

THIS IS NOT A CONSTRUCTION PERMIT

DO NOT BEGIN WORK WITHOUT A PERMIT. SUBMIT THIS FORM WITH YOUR CONSTRUCTION PERMIT APPLICATION AND RETAIN A COPY AT THE JOB

Date:

To: Building Permit Division

From:

Carly Piccarello, Planner Manager - Land Use

Be advised that per §14-5.2 SFCC 1987 the work described below at the referenced address does NOT require Historic Districts Review Board approval and is hereby staff-approved as described below. Please allow the applicant to submit for a construction permit(s) for this work if required.

Project Address: 100 E SAN FRANCISCO ST, Santa Fe, NM 87501

Case Number: 2021-004466--ADMIN

Contact Name: LA FONDA HOLDINGS LLC

Phone Number: 505-995-2300 **Email:**

Approved Scope of Work: *Staff is granting administrative approval for the La Fonda banner design for 9 banners/locations with the condition that the city seal be added in order for staff to recommend approval to the governing body.*

Prior to the Governing Body's consideration of a resolution for the La Fonda Centennial banners, the Historic Districts Review Board was being given an informational presentation of the banner proposal on 10/26/2021. In evaluating suitability and harmony, staff has considered the general purpose of the historic district regulations (14-5.2(A)(1)) and the purpose of the historic sign regulations (14-8.10(H)(1)) and will be providing administrative approval as a recommendation to the governing body for their consideration per (14-8.10(A)(1).

The banners are proposed to hang from banner posts which will be located on light posts owned by the City. Additionally, the banners will hang over the public right-of-way. In order for the banners to be permitted by the City the applicant must seek a resolution to 14-8.10 that allows the banners for specific dates, location, number, design approval, installation, and maintenance (following City of Santa Fe New Mexico Ordinance No. 2009-29) to allow the legal obstruction of a public way per SFCC section 23-1.4. Nine banners are proposed; five will be located on the west side of La Fonda along Old Santa Fe Trail and four are proposed on the north side of La Fonda along San Francisco Street. The event will span the duration of the centennial year and are proposed to be in place from January 1, 2022 to January 4, 2023.

City Banner Approval Form - Public Document

Attach proposed resolution and banner design.

Prior to Governing Body approval, the Land Use Director and City Attorney must review the proposed banner pursuant to Section 14-8.10(A)(2)(b), attesting to its compliance with the City's laws, and the Public Works Director must review the proposed manner and location of installation of the banner.

Description of banner request/short title: La Fonda 100th Anniversary Celebration

Requesting Party's Contact Name: Britta Andersson Phone Number: 505-995-2347

The Land Use Director approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal. The banner design has been reviewed by the Historic District Review Board, if applicable.

Director: Jason M. Kluck Date: Nov 9, 2021

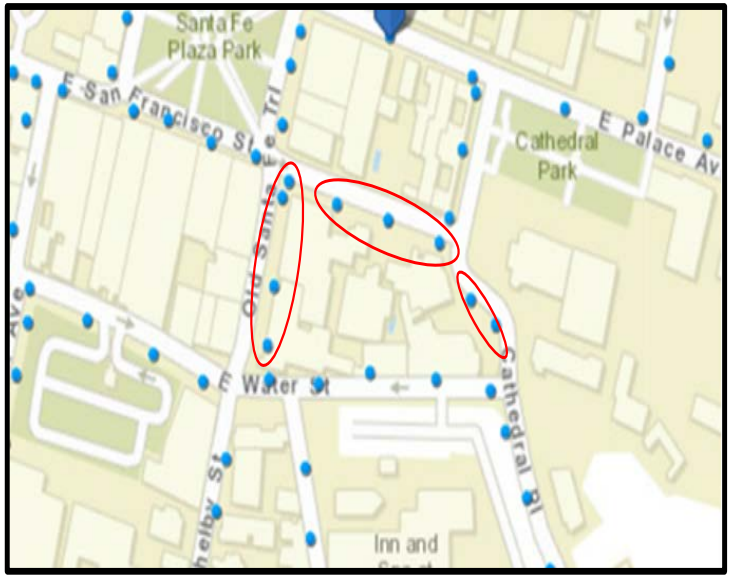
The City Attorney approves that the banner design complies with the exception to Section 14-8.10 including the requirement to include the words "City of Santa Fe" or the official city seal.

City Attorney: Date: Nov 9, 2021

The Public Works Department Director approves the proposed manner and location of installation of the banners specified in the associated Resolution.

Director: Date: Nov 9, 2021





Banners to be displayed on Old Santa Fe Trail, San Francisco Street and Cathedral Pl.

La Fonda
On the Plaza™

FIR No. 10364

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: ____X_____

Short Title(s): La Fonda Anniversary Banners

Sponsor(s): Mayor Webber

Reviewing Department(s): Public Works, City Attorney, Planning and Land Use

Staff Completing FIR: Jesse Guillen Date: 11/9/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Nov 17, 2021

Reviewed by Finance Director: _____ Date: Nov 19, 2021

Summary:
The proposed Resolution permits the location, design, time frame, and other details regarding the display of banners commemorating the 100th anniversary of La Fonda on the Plaza. The display of banners is regulated by SFCC 1987, Section 14-8.10.

Departments Affected:
Public Works, City Attorney, Planning and Land Use

Consequences of Not Enacting Legislation:
La Fonda on the Plaza will not be permitted to display banners commemorating the 100th anniversary of the hotel.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This Resolution is pursuant to SFCC 1987, Section 14-8.10 that permits the display of banners meeting certain criteria.

Performance and Administrative Implications:
Planning and Land Use staff have administratively approved the design of the banners. The owners of La Fonda will need to seek Obstruction of Streets permits in order to hang the banners and will need to provide the City with certain other approvals, sureties, certificates of liability, and release and assumption of liability prior to installing the banners. City staff have no responsibilities as it relates to the physical hanging or removal of the banners.

Fiscal Implications:
The owners of La Fonda will need an Obstruction of Streets permit in order to hang the banners. Such a permit costs $100. There are no expenditures by the City associated with this Resolution.

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:

None identified.

Revenue

Revenue Type	FYE 22	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$100	$	$	NR	
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$100	$	$		

Revenue Narrative:

The owners of La Fonda will need to obtain an Obstruction of Streets permit in order to hang the banners. The permit costs $100.

11. DISCUSSION/ACTION ITEMS

c. CONSIDERATION OF RESOLUTION NO. 2021-__. (Mayor Webber and Councilwoman Villarreal)

A Resolution Permitting Banners to be Located Along San Francisco Street, Old Santa Fe Trail and Cathedral Place to Commemorate the 100th Anniversary of the Historic La Fonda on the Plaza. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee Review

Introduced: 11/10/2021

Governing Body: 12/08/2021

Name: Stefanie Beninato

Comment - 12/08/2021 12:59 PM: (No Vote)

11A I am against the deputy director position. We need more of the lower positions filled. I dont think a deputy has ever increased productivity.

11C Banners become invisible. I support LaFonda's 100 year anniversary.

City of Santa Fe, New Mexico

memo

DATE: November 30, 2021

TO: Governing Body

VIA: Regina Wheeler, Public Works Department Director RW (Nov 30, 2021 11:23 MST)
Sam Burnett, Facilities Division Director

FROM: De Alva Calabaza, Public Works Acting Fiscal Administrator DC (Nov 30, 2021 11:21 MST)

SUBJECT: Budget Adjustment Request – Railyard Projects

SUMMARY:

This BAR will provide funding for a number of deferred safety, and Railyard improvements with the Railyard Park. A list of pending unfunded maintenance needs in the Railyard prepared by Public Works staff includes:

1.	PNM Requested changes to the Train Depot/Vladem Electric Work Estimated:	$20,000
2.	Sidewalk and Crossing Signage Along Railroad:	$10,000
3.	Repair Utility Vault in the La Familia Roadway:	$10,000
4.	Refinish Wood Structures Phase I:	$50,000
5.	Repainting Curbs Throughout Railyard:	$5,000
6.	Replace Cables and Chains on Bollards on Railway:	$15,000
7.	Railroad Pedestrian Crossings:	$25,000
8.	Repair Electrical Distribution System (split with SFRCC):	$40,000
	Total Pending Immediate Unfunded Maintenance Needs:	$175,000

The list projects are primarily to address safety issues in the Railyard but also will address deferred maintenance that must be addressed immediately to prevent considerably larger costs in the near future. The estimates provided are budgetary estimates based on similar projects recently completed. These projects will be undertaken immediately by the Facilities Division project management team.

The BAR requests to transfer funding from the Railyard -org: 5156001; obj: 470600 – Fixed Asset Revenue in the amount of $175,000. A total of $100,000 will be transferred into org: 5156001- Railyard; obj: 520100-Maintenance/Repair; and $75,000 will be transferred into org: 5156001- Railyard; obj: 510310-Service Contracts.

These are the proceeds from the Sale of the Santa Fe Clay Building, which sold for $175,000.00 in February of 2020. Per City Code Chapter 11-14.5-B.1 the proceeds of sale of fixed assets are either deposited into the Economic Development and Affordable Housing Funds except in certain instances, which includes the sale of fixed assets in the Railyard. In this instance the proceeds are deposited into the Railyard Fund.

RECOMMENDED ACTION:

Request for approval of a Budget Adjustment Resolution from Railyard FY21 Fixed Asset Sales Revenue to the Railyard Repair/Maintenance and Service contracts for a total amount of $175,000.00 for FY22.

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / Railyard	11/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Rep and Maint Build/Struct	5156001	520100		100,000	
Service Contracts	5156001	510310		75,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ -	$ -

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

Request to move Railyard FY21 Fixed Asset Sales revenue to the Railyard Repair/Maintenance and Service contracts for use in FY22. (Please see attached MUNIS screen shot.)

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

De Alva Calabaza — 11/15/2021
Prepared By *{print name}* — Date

J Samuel Burnett
J Samuel Burnett (Nov 18, 2021 10:31 MST)
Division Director Signature *{optional}* — Date

Regina Wheeler
Regina Wheeler (Nov 18, 2021 10:35 MST)
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

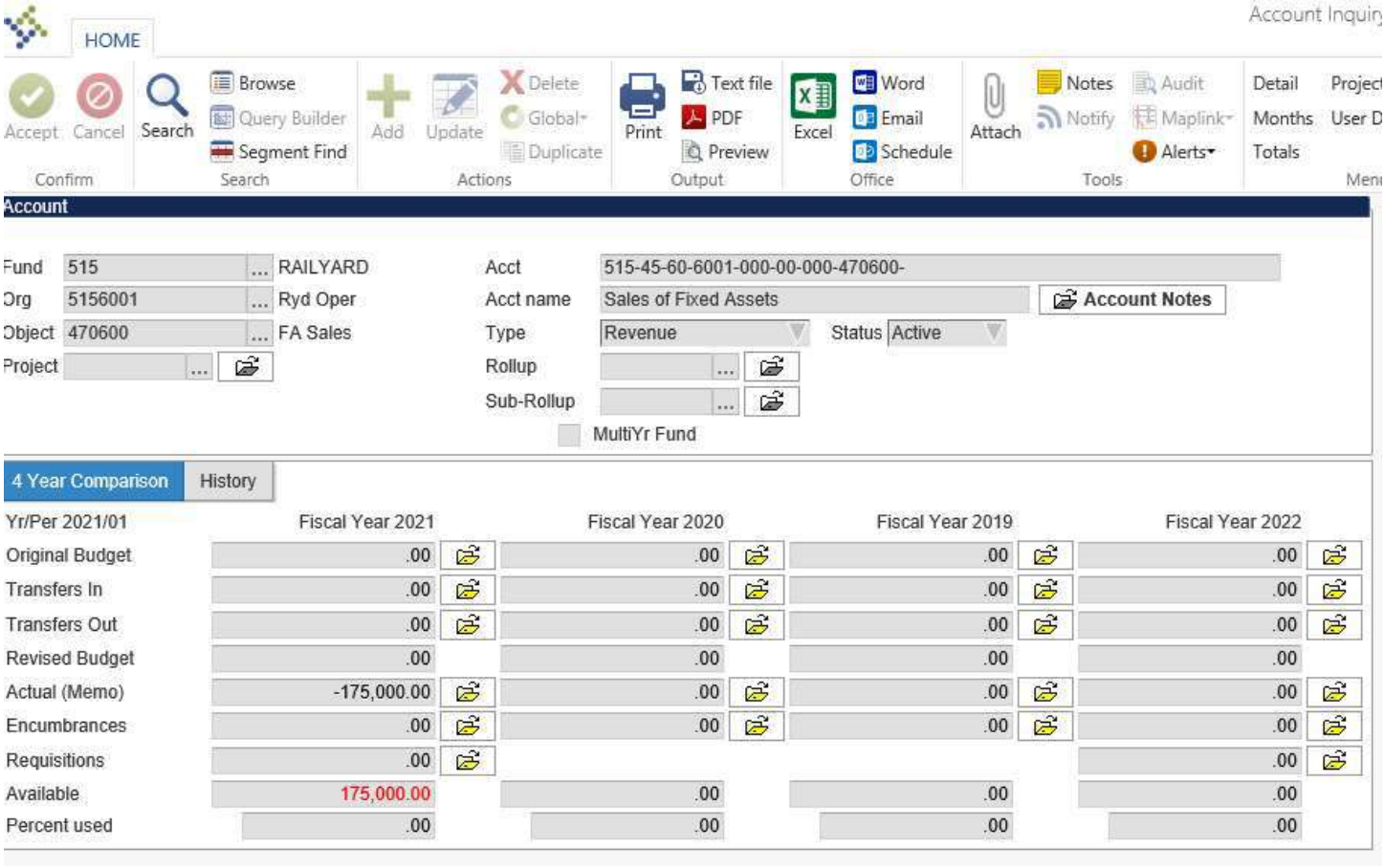
City Council Approval Date

Agenda Item #:

Andy Hopkins
Andy Hopkins (Nov 18, 2021 15:14 MST)
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date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Sub-Rollup ...
MultiYr Fund
4 Year Comparison
History
Yr/Per 2021/01
Fiscal Year 2021
Fiscal Year 2020
Fiscal Year 2019
Fiscal Year 2022
Original Budget .00 .00 .00 .00
Transfers In .00 .00 .00 .00
Transfers Out .00 .00 .00 .00
Revised Budget .00 .00 .00 .00
Actual (Memo) -175,000.00 .00 .00 .00
Encumbrances .00 .00 .00 .00
Requisitions .00 .00
Available 175,000.00 .00 .00 .00
Percent used .00 .00 .00 .00

Memo-Railyard $175K BAR (SB) (002)

Final Audit Report 2021-11-18

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Status:	Canceled / Declined
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partially signed Memo-Railyard $175K BAR revised

Final Audit Report 2021-11-18

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"partially signed Memo-Railyard $175K BAR revised" History

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Agreement completed.
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City of Santa Fe, New Mexico
Memorandum

Date: November 26, 2021

To: Quality of Life Committee, Finance Committee, and Governing Body

Via: Erin K. McSherry, City Attorney
Kristine Mihelcic, City Clerk

From: Jesse Guillen, Legislative Liaison

RE: Adoption of New Governing Body Procedural Rules

EXECUTIVE SUMMARY:

The proposed Resolution adopts a new version of the Governing Body Procedural Rules. The new rules make multiple changes to the rules including providing an additional opportunity to receive public comment, reorders and reorganizes certain sections, and provides greater clarity and guidance to the Governing Body.

BACKGROUND:

The new Procedural Rules establish new sections and amend existing sections. Staff researched procedural rules from many different jurisdictions and shared the findings with the sponsors. Based on discussions between staff and the sponsors using the research as well as experience using the existing rules, a new version of the rules was drafted. The proposed rules address the vagueness, lack of public input, and other shortcomings of the existing rules.

The new Procedural Rules include the following new sections and subsections:

- Mayor Pro-Tempore
- The Parliamentarian
- The Legislative Process
- Decorum

The new Procedural Rules include the following existing sections and:

- Purpose
- The Mayor and Presiding Officer
- Meeting Types
- Meeting Agenda
- Consent Agenda
- Posting of Agenda and Supporting Materials
- Order of Business
- Further Rules for Certain Orders of Business

  - Petitions From the Floor
  - Executive Session
  - Public Hearings
  - Public Participation in Public Hearings
- Governing Body Rules for Speaking
- Recusal From the Meeting
- The Main Motion and Debate
- Voting
- Suspension and Amendment of These Rules

The overarching goals in the creation of the proposed new rules are the following:

1. Provide an additional and earlier opportunity for public input on proposed bills
2. Provide clarity for Governing Body members on certain processes and rules, including proper motions, rules for debate, etc.
3. Create a set legislative process for drafting, introducing, and hearing legislation at committee and the Governing Body
4. Reorganize certain sections of the Rules that are in places that either don't make sense or are situated in an unrelated section of the Rules.

ACTION REQUESTED:

Approve the Resolution and associated Governing Body Procedural Rules as presented

ATTACHMENTS:

Resolution
Proposed Governing Body Procedural Rules
Proposed Governing Body Procedural Rules with Changes Noted
Current Governing Body Procedural Rules
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Roman "Tiger" Abeyta

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

A RESOLUTION

ADOPTING A NEW VERSION OF THE GOVERNING BODY PROCEDURAL RULES.

WHEREAS, the Governing Body operates pursuant to the City's Charter, laws, and according to procedural rules it re- adopted by Resolution in 2016; and

WHEREAS, except as stated in the procedural rules, all matters of the Governing Body's procedures are governed by the most current edition of *Robert's Rules of Order*; and

WHEREAS, the procedural rules were originally adopted in 2004 and they have been amended and re-adopted six times since that date; and

WHEREAS, the Governing Body has determined that there is a significant need to improve opportunity for public participation, better describe the process for introducing and reviewing legislation, clarify ambiguity, and remove rules that are no longer relevant; and

WHEREAS, to address the identified needs, the Governing Body proposes establishing certain new rules, clarifying existing rules, and generally providing a more understandable way of conducting official business in public meetings; and

WHEREAS, the Governing Body's procedural rules should provide a framework that

provides transparency to the public about the Governing Body's method of conducting regular business; and

WHEREAS, staff conducted significant research regarding the procedural rules of other jurisdictions' governing bodies to inform the proposed procedural rules, attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that a new version of the Governing Body's Procedural Rules, attached as Exhibit A, are hereby adopted.

BE IT FURTHER RESOLVED that that previous versions of the Governing Body Procedural Rules are hereby replaced and no longer applicable to questions of procedure.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

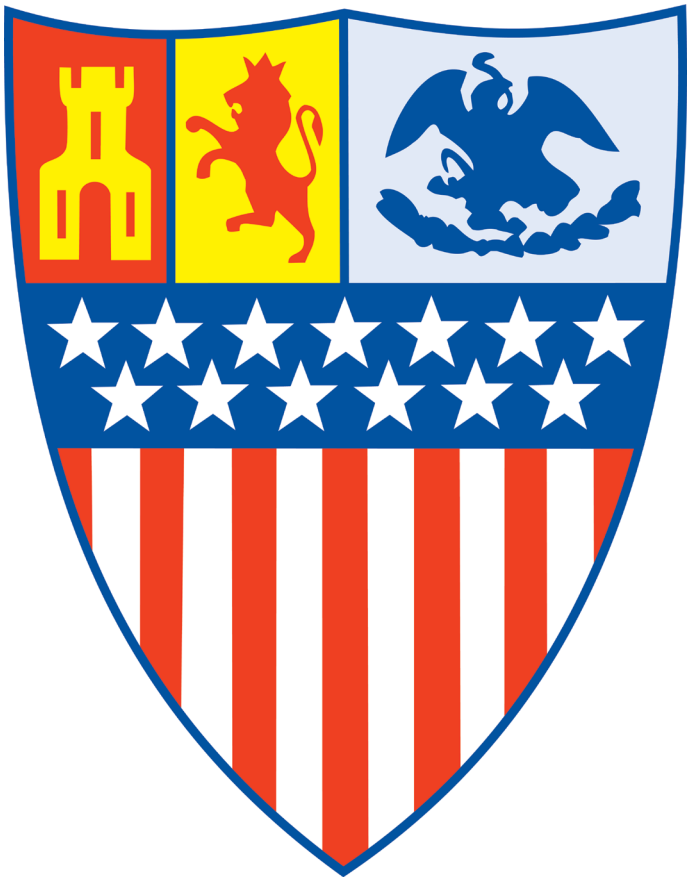
APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/Adoption of New Governing Body Procedural Rules

PROPOSED GOVERNING BODY PROCEDURAL RULES



GOVERNING BODY PROCEDURAL RULES

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I. Purpose

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body") to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

Bill means a proposed law presented to the Governing Body for approval and adoption.
City means the City of Santa Fe, New Mexico.
City Council means the Councilors as a group, exclusive of the mayor.
City Council Standing Committee means a standing committee comprised entirely of Governing Body members.
Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
Legislation means a bill or resolution.
Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.
Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
Open Meetings Act ("OMA") means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
Ordinance means a law that has been approved and adopted by the Governing Body.
Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.
Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.
Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.
Resolution means a formal expression of the Governing Body's opinion, will, or intent.
Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during "Introduction of Legislation". If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body's agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

   a. The legislation's title/caption;

   b. A complete draft of the proposed wording or language; and

   c. The City Attorney's signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

a. Any relevant Standing or Special Committees.

b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

b. *Approve as Amended*. With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

a. Provide fair and equal treatment for all persons and matters.

b. Learn and study the background and purposes of important items of business before voting.

c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.

d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.

e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.

f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.

g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

1. **Call to Order**. The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during "Approval of Consent Agenda." A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk**. Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under "Public Hearings."

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. **Petitions from the Floor**

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. **Executive Session**

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time

to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record

immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals[1] (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

[1] Land use appeals are governed by Resolution No. 2011-24 or its substitute

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. **Public Participation in Public Hearings**

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. Rules of Debate

A. Governing Body Rules for Speaking

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;

d. Support the Presiding Officer in enforcing these rules;

e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;

f. avoid personal attacks;

g. Use "I" statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and

h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

ii. For a *Request* or *Inquiry* to obtain information that requires an immediate response.

iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

i. Approve. The motion to approve is to approve the legislation as it has been most recently been amended in committee.
ii. Deny.

b. *Subsidiary Motions on Agenda Items*. The following are common subsidiary motions that may be made after a main motion is on the table:

i. Amend
ii. Postpone to a date certain
iii. Postpone indefinitely
iv. Refer to a City Council Committee
v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice

vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

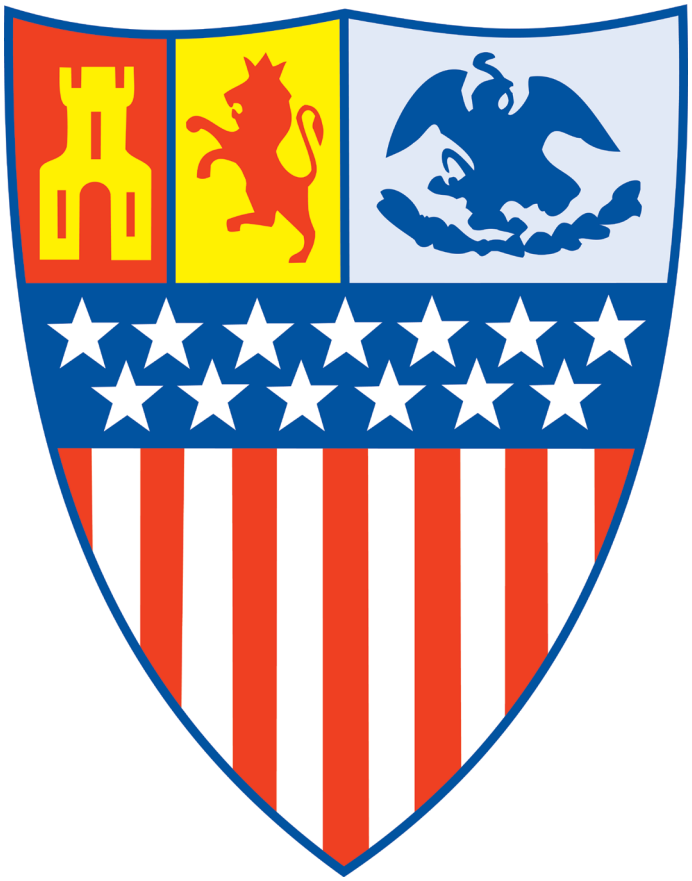
IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and

Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

PROPOSED GOVERNING BODY PROCEDURAL RULES

WITH CHANGES NOTED



GOVERNING BODY PROCEDURAL RULES

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I. Purpose

Lightly revised

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body") to guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling some parliamentary disputes. These rules are intended to support the intent of the Governing Body. These rules are not intended to limit public participation or council debate, but to enable the effective functioning of the Governing Body.

II. Definitions

New Section

Bill means a proposed law presented to the Governing Body for approval and adoption.
City means the City of Santa Fe, New Mexico.
City Council means the Councilors as a group, exclusive of the mayor.
City Council Standing Committee means a standing committee comprised entirely of Governing Body members.
Governing Body means the Councilors and the Mayor, or the Councilors and a Mayor Pro-Tempore, meeting in a session that has been duly called in accordance with the state's Open Meetings Act.
Legislation means a bill or resolution.
Mayor Pro-Tempore means the Councilor selected to act as Mayor in the absence of the Mayor.
Minutes means a document that records, at a minimum, the time the meeting is called to order and adjourned, those members in attendance, and the motions and votes taken by the members.
Open Meetings Act ("OMA") means the New Mexico Open Meetings Act, NMSA 1978, Sections 10-15-1 to -4.
Ordinance means a law that has been approved and adopted by the Governing Body.
Packet Material means the minimum documents necessary for Governing Body to take action on the relevant item.
Parliamentarian means the Councilor selected by the Mayor to serve as the expert in the rules and procedures of the Governing Body.
Presiding Officer means the Mayor or, in the absence of the Mayor, the Mayor Pro-Tempore, or the person designated pursuant to these rules.
Resolution means a formal expression of the Governing Body's opinion, will, or intent.
Standing Committee means an advisory committee, appointed by the mayor with the approval of the city council, the work of which is generally continuous and relevant to the fundamental concerns of the Governing Body.

III. The Governing Body

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as City Councilors and comprise the City Council. The Mayor and the City Council together are the Governing Body of the City. (SFCC 1987, § 2-1.1)

A. The Mayor and Presiding Officer

Lightly revised

1. The Mayor, or in the Mayor's absence, the Mayor Pro-tempore, is the Presiding Officer at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tempore, the Mayor shall designate a Presiding Officer from City Councilors present at the meeting.

2. The Presiding Officer is responsible for conducting meetings in an orderly, democratic fashion. The Presiding Officer must ensure that the majority prevails, that minority rights are protected, and that courtesy, fairness, justice, and impartiality are guaranteed to all present.

3. The Mayor has a vote on all matters that come before the Governing Body. (Santa Fe Municipal Charter, § 5.01(B))

B. The City Council

Lightly revised – moved paragraphs on introduction of legislation

1. Members of the City Council shall observe order, civility, and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Presiding Officer and only after recognition by the Presiding Officer.

C. The Mayor Pro-Tempore

New

At the first meeting of the Governing Body in even-numbered years, the mayor shall appoint, subject to the approval of the city council, a councilor to serve as mayor pro-tempore until the next regular city election. The mayor pro-tempore shall perform the duties of the mayor in the absence or temporary incapacity of the mayor. (Santa Fe Municipal Charter, § 5.04)

D. The Parliamentarian

New

1. The Mayor shall select one councilor who shall be the parliamentarian for the Governing Body.

2. Upon appointment, the parliamentarian shall receive appropriate training in parliamentary procedure. The parliamentarian and the city attorney shall provide an overview of parliamentary procedure to the Governing Body on an annual basis. (SFCC 1987, § 2-1.11)

IV. The Legislative Process

New Section

Legislation proposed for consideration of the Governing Body shall follow the Legislative Process outlined in this section, in the order presented, unless the matter constitutes a matter of necessity or an emergency as described in these Rules.

A. Introduction

1. Members of the Governing Body shall introduce legislation at regular meetings of the Governing Body during "Introduction of Legislation". If the legislation is one of uncommon circumstances or an emergency pursuant to Section V(C)(1)(d)(i) or (ii), the sponsor may introduced the legislation at a regular meeting of a City Council Standing Committee.

2. The primary sponsor may take up to 3 minutes to introduce or offer explanation of the legislation the primary sponsor is introducing. Any co-sponsors may take up to 1 minute to explain their support of the legislation. Any additional Governing Body members wishing to cosponsor the legislation may do so at this time. No questions, discussion, or debate of the legislation shall occur during the introduction of the legislation.

3. In order to be introduced, legislation must be fully drafted and included in the packet posted with the Governing Body's agenda, unless the matter constitutes a matter of necessity or emergency in accordance with these rules. Fully drafted legislation includes all of the following elements:

   a. The legislation's title/caption;

   b. A complete draft of the proposed wording or language; and

   c. The City Attorney's signature as to form.

4. At the time of introduction, the sponsor(s), in coordination with legislative staff, shall refer legislation to the appropriate Standing Committees and/or City Council Standing Committees based on subject matter of the legislation. A member of the Governing Body may challenge the schedule proposed at introduction. Such challenge of the proposed schedule, and proposed alternative referrals, are subject to a vote by the entire Governing Body at the time of introduction.

5. Governing Body members may add themselves as co-sponsors of legislation up until 72 hours prior to the meeting when the relevant legislation is scheduled for adoption. Governing Body members may remove themselves as a co-sponsor at any time before a final vote to adopt legislation.

B. First Public Comment on Bills

1. During the Governing Body meeting following a bill's introduction, and prior to any City Council Committee or advisory committee review, the Governing Body shall schedule the bill for "first public comment."

2. Staff shall provide a presentation not to exceed five (5) minutes in length prior to the public comment.

3. During first public comment, the Governing Body shall not discuss or comment about the bill. Discussion among the Governing Body members regarding bills shall occur during the committee meetings during which the item is scheduled and during the bill's public hearing.

C. City Council Standing Committee Review

1. All legislation shall be considered by a City Council Standing Committee prior to a public hearing.

2. Legislation must be scheduled for, and approved by, at least one City Council Standing Committee prior to inclusion on the Governing Body agenda for discussion or a public hearing, as applicable.

3. Unless the legislation requires action by the Governing Body by a date that necessitates a different committee schedule, items shall be heard before committees in the following order:

a. Any relevant Standing or Special Committees.

b. The Quality of Life Committee and/or the Public Works and Utilities Committee.

c. The Finance Committee. The Finance Committee must review all legislation with a fiscal impact.

4. Legislation considered by City Council Standing Committees must take one of the following paths:

a. *Approve.* With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body;

b. *Approve as Amended*. With a majority vote to approve, the legislation moves to the subsequently scheduled committee or Governing Body, to be considered with any amendments adopted by the prior City Council Standing Committee;

c. *Deny.* With a majority, but non-unanimous, vote of denial, the legislation moves to the subsequently scheduled committee or Governing Body.

If a motion to deny is unanimously adopted by all members of a committee, the legislation shall not move forward for further committee or Governing Body consideration.

e. *No recommendation.* The legislation moves to the subsequently scheduled committee or Governing Body without adopting a motion of approval or denial. Any legislation that is moved without recommendation shall be placed on the discussion agenda for the next scheduled committee.

f. *Refer to another committee.*

i. The legislation is referred to another committee that was not initially scheduled; and/or

ii. The legislation is referred to a committee that has already reviewed the legislation, subject to approval of the Chair of the referred committee.

g. *Postpone to a date certain.*

i. Council committees can vote to postpone a vote on an item with a majority vote of the committee. Postponing is permitted for a maximum of one (1) subsequent meeting of that committee, at which time a final vote of approval, denial, move forward without recommendation, or refer to another committee, is required.

ii. If a committee postpones an item until its next meeting, other committees and the Governing Body shall not consider the item until after the subsequently scheduled committee meeting.

7. *Lay on the Table.* A tabling motion is used to delay the discussion of an item until later in the same meeting.

D. Notice of Public Hearings on Bills

The Clerk shall publish notice of the public hearing at Governing Body after a bill receives approval by at least one committee.

E. Amendments

1. Amendments must be written and included in the Governing Body packet before the public hearing.

2. Councilors should endeavor to propose amendments as early as possible in the legislative process, for discussion during Council Committees.

3. If no committees have had the opportunity to discuss an amendment, then the amendment must be presented in writing before discussion.

V. Governing Body Meetings

A. Decorum

New

1. The members of the Governing Body shall set an example for the conduct of the public's business, showing respect for the Governing Body as an institution, and showing respect to its members, City staff, and to all members of the public. While the Governing Body is in session, the members shall observe civility and public decorum at all times. During committee and Governing Body Meetings, each member of the Governing Body has the following duties:

a. Provide fair and equal treatment for all persons and matters.

b. Learn and study the background and purposes of important items of business before voting.

c. Maintain the confidentiality of confidential information concerning the business of the City and/or information received during any closed session of the Governing Body.

d. Refrain from abusive conduct, personal charges, accusations, or verbal attacks upon the character, motives, ethics, or morals of other members of the Governing Body, staff or public, or other personal comments.

e. Listen courteously and attentively and avoid interrupting other speakers, including other Governing Body members, except as may be permitted by established Procedural Rules.

f. Faithfully attend all sessions of the Governing Body and City Council Committees to which the member is appointed unless unable to do so because of a compelling reason.

g. Maintain the highest standard of public conduct by refusing to condone breaches of public trust or improper attempts to influence legislation and by being willing to call a point of order when any member who negligently, willfully, or intentionally violates the procedural rules of decorum contained in these Rules.

2. The Presiding Officer has a duty to maintain civility and decorum. The Presiding Officer may call any person to order if they are making personal, intemperate, or slanderous remarks, or by otherwise violating these rules of decorum, by reminding them that such comments are out of order. The Presiding Officer may prohibit any person who is acting improperly from continuing to speak.

3. The Chief of Police, or the Chief's designee, shall serve as Sergeant-at-Arms at all meetings held in person.

B. Meeting Types

Revised to specify the four meeting types and specifically mention emergency meetings and study sessions

1. Regular Meetings

a. Regular meetings are held at City Hall in the Council Chambers, except as provided for in Section 20-1.4 SFCC 1987, on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body.

b. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time, and place of such meeting is specified at the time of postponement. A majority of the whole may choose to suspend this rule pursuant to Section VII., below.

c. Notice of regular meetings shall be electronically posted publicly no later than seventy-two (72) hours prior to the meeting.

d. A quorum of Governing Body members must be present to proceed with a regular meeting of the Governing Body.

2. Special Meetings

a. Special meetings of the Governing Body may be called pursuant to SFCC 1987, Section 2-1.12.

b. Notice of special meetings shall be electronically served by a written notice to each member of the Governing Body and electronically posted publicly no later than seventy-two (72) hours in advance of the meeting.

c. A quorum of Governing Body members must be present to proceed with a special meeting of the Governing Body.

3. Emergency Meetings:

a. Emergency meetings of the Governing Body may be called and noticed pursuant to NMSA 1978, Section 10-15-1(F).

b. A quorum of Governing Body members must be present to proceed with an emergency meeting of the Governing Body.

4. Study Session

a. Governing Body study sessions may be scheduled by the City Manager as needed for discussing issues of public concern. Where possible, a study session is scheduled at least two (2) weeks in advance.

b. Study sessions are held in a workshop format, without public comment or action by the Governing Body.

c. A quorum of the Governing Body is not necessary to proceed with a study session.

C. Meeting Agenda

Lightly revised – broken out into multiple sections

1. Agenda Preparation

a. The City Manager or the City Manager's designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body. The City Manager may consider reasonable requests from members of the Governing Body for agenda items.

b. The agenda shall include items that require Governing Body action, presentations, and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body.

c. No action item shall be placed on the agenda unless it has been approved by at least one City Council Standing Committee unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Section 5(C)(1)(d)(i) or (ii) of these Rules.

d. An action item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

i. When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

ii. In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the

inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

D. Consent Agenda

Broken out from existing Section

1. All items on the consent agenda may be adopted with one motion. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

2. Any member of the Governing Body may request that any item be removed from the consent agenda for discussion or debate and any such request shall be granted automatically. Governing Body members should not remove items from the consent agenda to make inquiries that do not directly relate to the particular matter.

3. The following items, if they have met the substantive or procedural requirements otherwise required by these rules, shall be included in the Consent Agenda:

a. Minutes from previous Governing Body meetings.

b. Unless otherwise excluded in Paragraph 4 below, items approved by all City Council Committees to which they are referred.

c. Routine and/or procedural matters with no fiscal impact such as liquor hearings, finding of facts and conclusion of law, and annual Open Meetings Act resolution.

4. Items that are not appropriate for the consent agenda include:

a. Any matter requiring a public hearing, including bills.

b. Annual budget approval.

c. Quasi-judicial hearings.

d. Personnel issues not related to specific employees, such as the creation of new employment positions or personnel rules.

e. Procedural rules of the Governing Body.

f. Board, committee, and agency appointments.

g. Items that have not received committee approval by one or more City Council Standing Committees to which it has been referred.

7. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

8. Members of the Governing Body are encouraged to seek technical or clarifying information directly from City staff during City Council Standing Committee meetings or through direct communication with staff outside of a Committee meeting. This provides for the best use of, and respect for, the time of the public, staff, and the Governing Body while it is in session.

9. Governing Body members are encouraged to communicate their intent to remove an item from the consent agenda to the City Clerk no later than four (4) hours prior to the commencement of a regular Governing Body meeting. If a Governing Body member does not notify the Clerk of their intent to remove an item from the consent agenda at least four (4) hours prior to the Governing Body meeting, the member may still remove the item from the consent agenda for debate or discussion with the Governing Body, but the staff representative may not be available.

E. Posting of Agenda and Supporting Materials

Broken out from existing Section

1. Copies of the complete agenda and packet material shall be available to the Governing Body and the public for study and review the Friday immediately prior to the Governing Body meeting. The City Clerk's Office shall ensure that the Governing Body is notified when additional packet material is added.

2. A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section C (1)(D)(2)(ii) of this Article IV and in compliance with New Mexico Open Meetings Act requirements.

F. Order of Business

Revised

1. **Call to Order**. The Presiding Officer shall call the meeting to order promptly at the appointed hour.

2. **Pledge of Allegiance.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

3. **Salute to the New Mexico Flag.** The City Clerk shall assign members of the City Council to lead this agenda item on a rotating basis.

4. **Invocation and Remembrances.** The City Clerk shall assign members of the City Council to lead the invocation on a rotating basis. After the invocation, the Presiding Officer may make, and shall call upon City Councilors to provide, remembrances.

5. **Roll Call.** The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. **Approval of Agenda.** The City Manager, the Mayor, or a Council member may request amendments to the agenda including deletions, alterations in the order of items, and requests for postponement of items on the agenda. Emergency additions may be made pursuant to Section 5(C)(1)(d)(i).

7. **Approval of Consent Agenda.** Before moving approval of the Consent Agenda, Council members shall alert the Presiding Officer of any items they wish to remove from the consent agenda for discussion. The Governing Body may adopt the items remaining on the consent agenda by adopting a single motion to do so, without discussion.

8. **Presentations.** As scheduled by the City Manager, by staff or outside guests on selected topics. No action may be taken by the Governing Body. The City Clerk, in consultation with the City Manager, shall consider if a presentation is better suited for a City Council Standing Committee.

9. **Action Items: Consent Agenda.** The Governing Body shall consider each item removed from the consent agenda during "Approval of Consent Agenda." A motion and second regarding the disposition of each item is required before deliberations on the item begin.

10. **Action Items: Discussion Agenda.** The Governing Body shall discuss and vote on any item(s) that were not included on the consent agenda pursuant to Section 5(D)(4) above, other than matters that require a public hearing. A motion and second regarding the disposition of each item is required before deliberations on the item begin.

11. **Matters from the City Manager.** Any business or comments from the City Manager.

12. **Matters from the City Attorney.** Any business or comments from the City Attorney, including moving into Executive Session.

13. **Matters from the City Clerk**. Any business or comments from the City Manager including any upcoming public hearings.

14. **Communications from the Governing Body.** Any business or comments from Governing Body members. Governing Body members shall not engage in debate with other members or ask questions of staff. Members may request information from the City Manager, City Attorney, and/or the City Clerk, but discussion of the request during a meeting is not permitted without appropriately noticing it.

15. **Introduction of Legislation.** Governing Body members shall introduce legislation during this section. Additional Governing Body members may add themselves as cosponsors to legislation.

16. **Petitions from the Floor.** Petitions from the Floor shall generally be heard at 7:00p.m., or as soon thereafter as can be reasonably achieved.

17. **Public Comment on Bills.** After the main sponsor of the bill provides a one (1) minute overview of the bill, the public provides comment. There is no debate, discussion, or action taken by the Governing Body.

18. **Final Action on Legislation.** The Governing Body holds a public hearing, debates, and votes on legislation requiring a public hearing except that land use cases that include legislation shall be heard under "Public Hearings."

19. **Public Hearings.** Items such as land use cases, appeals, and anything else that is required to have a public hearing by City Code, state statute, or federal law.

20. **Appointments.** The Governing Body votes on Mayoral appointments.

21. **Adjourn.**

E. Further Rules for Certain Orders of Business

1. **Petitions from the Floor** Revised and expanded

a. Each speaker may speak for up to two (2) minutes unless the Presiding Officer determines that other limitations are reasonably necessary to conclude Petitions from the Floor within a reasonable timeframe, in the context of the remaining business before the Governing Body.

b. Members of the public cannot cede their allocated time to another member of the public, but they may make arrangements with the City Clerk to speak in a specific order in order.

c. The Presiding Officer shall disallow comments from the public that are not directed to the members of the Governing Body. Petitions from the Floor do not include questions of the Governing Body, nor of other members of the public. Governing Body members shall not respond to comments from the public during Petitions from the Floor.

2. **Executive Session** Broken out from existing Order of Business Section

a. Pursuant to NMSA 1978, § 10-15-1, part (H), an executive session may be called for any matters permitted under law. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the

Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to place an executive session on the agenda. In addition, any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session.

b. The motion to go into an executive session shall be voted on by roll call.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting and, if accurate, the motion shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda.

e. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The confidentiality of matters discussed during an executive session is held by the Governing Body, not individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law. If a member of the Governing Body wishes to disclose information shared during an executive session, that member shall immediately move that the contents of the discussion in executive session be disclosed. Disclosure requires a vote of a majority of the whole.

f. The clerk shall make available to the public, upon request, a list of executive session attendees.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter permitted under the Open Meetings Act, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public record immediately thereafter, unless revealing the final action would violate a court order from a court of competent jurisdiction or the law.

Revised and expanded

3. **Public Hearings**

a. The following provisions are the Rules and Procedure for Public Hearings on Legislation and Certain Appeals[1] (Section 18 and 19 of the Order of Business).

i. The City Clerk shall read the title of the item set for public hearing.

ii. An appropriate staff member may be called upon to present background information.

iii. The Presiding Officer shall ask if there is anyone in the audience who wishes to speak for or against the issue. The City Clerk may organize public speakers pursuant to reasonable and inclusive policies.

iv. The Presiding Officer may set time limits and conditions for speakers before the public hearing begins and shall not change those conditions during the public hearing.

v. Members of the Governing Body may address questions to public speakers.

vi. Members of the public may pose hypothetical questions or use questions to make a point, but the Presiding Officer shall not request or entertain answers from staff or from members of the Governing Body.

vii. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall continue as a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted, that decision shall be noted on any future agenda.

b. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial proceeding concerning the merits or substance of the matter being heard in that

[1] Land use appeals are governed by Resolution No. 2011-24 or its substitute

proceeding shall disclose the substance of the communications on the record at the commencement of the proceeding, and the member shall recuse themselves if they cannot be fair and impartial in hearing the matter.

c. All comments by Governing Body members shall be made through the Presiding Officer.

4. **Public Participation in Public Hearings** Revised and expanded

a. Instructions for participating in public hearings shall be posted on each Governing Body agenda.

b. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Presiding Officer and must state their name and council district and/or street of residence for the record before speaking to the issue. Members of the public cannot cede their allocated time to another member of the public, but arrangements can be made with the City Clerk to speak in a specific order in order to coordinate a message to the Governing Body.

c. All remarks shall be addressed through the Presiding Officer to the Governing Body as a whole and not to any individual members.

d. In proceedings requiring sworn or affirmed testimony, such as appeals, the City Clerk shall swear in or affirm all witnesses, including members of the public.

f. Any violation of these rules could result in removal from the public hearing, at the discretion of the Presiding Officer

VI. Rules of Debate

A. Governing Body Rules for Speaking Revised and expanded

1. Members of the Governing Body shall attempt to balance the right of the public to know positions of the elected officials and their rationale for decisions with the need for balanced discussion and timely adjournment of the Governing Body meeting. In order to realize this balance, members shall endeavor to engage in the following behaviors:

a. Articulate questions, opinions, comments, and reasons for votes succinctly;

b. Exercise self-discipline by avoiding repeating the statements of others, being verbose in expressing opinions, or straying off the topic;

c. Allow the Presiding Officer to manage the meeting and to recognize them before speaking;

d. Support the Presiding Officer in enforcing these rules;

e. Permit other members an opportunity to speak once on an issue before speaking a second time on the same issue;

f. avoid personal attacks;

g. Use "I" statements and avoid stating, or attempting to state, the sentiments or motives of others, including, but not limited to, any staff member, any other Governing Body member, or the Governing Body as a whole; and

h. Consider council goals, staff time, and resource availability when making requests for a delay or additional information.

2. Assigning the Floor by the Presiding Officer: A Council member who wishes to speak or debate shall address the Presiding Officer. After being recognized by name and assigned the floor by the Presiding Officer, the Council member may present their issue and confine their comments to that issue.

3. Order of speakers: The Presiding Officer generally recognizes council members in the order in which they request the floor, except that the member who made the motion is entitled to be recognized first. Only one person may have the floor at a time.

4. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

i. For a *Point of Order* whereby another Governing Body member thinks these Rules are being violated.

ii. For a *Request* or *Inquiry* to obtain information that requires an immediate response.

iii. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency. After an interruption, the previously recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §42 (Rules Governing Assignment of the Floor).

5. A member may speak more than once to the same motion only when all councilors desiring to speak have been heard, except to answer questions.

6. The Presiding Officer may, in their sole discretion, temporarily suspend the rules of speaking in order to permit a direct dialogue between council members with respect to an issue or motion.

B. Recusal From the Meeting

Broken out from existing Section and expanded

A Governing Body member shall recuse themselves from any matter when there is an actual conflict and may recuse if there is the risk of a perceived inability to be objective before the matter is heard. Any Governing Body member with a conflict shall disclose the existence of a conflict prior to the Governing Body's consideration of the item. Any member who has recused themselves shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

C. The Main Motion and Debate

Broken out from existing Section and expanded

1. The City Clerk shall read the title of the item set for discussion.

a. *Main motion on Agenda Items.* A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. If a motion is long or complicated, a Governing Body member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded.

i. Approve. The motion to approve is to approve the legislation as it has been most recently been amended in committee.
ii. Deny.

b. *Subsidiary Motions on Agenda Items*. The following are common subsidiary motions that may be made after a main motion is on the table:

i. Amend
ii. Postpone to a date certain
iii. Postpone indefinitely
iv. Refer to a City Council Committee
v. Lay on the Table

c. *Second for a motion:* All motions require a second to indicate that more than one Council member is interested in discussing the issue, except that the motion to Lay on the Table is non-debatable. The seconder does not, however, have to favor the motion and may speak and vote against it. If there is no second, the motion dies.

d. *Debate:* The Presiding Officer shall restate the motion on the floor and call for general discussion.

i. When debate is closed by common consent or by a vote, the Presiding Officer shall restate the question and request a roll call or voice vote. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion.

ii. After confirmation of the vote by the City Clerk, the City Clerk shall declare the result of the vote.

d. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* Council members should give advance notice to the Presiding Officer and the City Clerk whenever substantial discussion is anticipated to an agenda item, so that an appropriate staff response can be prepared.

ii. *Presiding Officer May Intervene.* The Presiding Officer may intervene in council debate in order to solicit a motion when debate seems to be proceeding longer than warranted or when more information or staff work appears warranted to facilitate a council decision.

iii. *No Intentional Surprises.* Council members will make every effort not to surprise each other and staff by bringing up new information at a meeting; they shall give notice to the Presiding Officer and City Clerk of their intention to bring up new information as soon as practical before the meeting.

D. Voting

Broken out from existing Section and expanded

1. A member of the Governing Body must vote "yes," "no," or "abstain," except in the case of a conflict of interest as defined in SFCC 1987, Section 1-7, in which case the member shall recuse themselves.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Presiding Officer shall in all instances vote last.

3. *Explanation of Vote:* Any member of the Governing Body may make a brief statement after the conclusion of the vote to explain their vote, not to exceed one minute. The member must state they wish to explain their vote at the time of their vote.

4. *Delayed Vote:* A Council Member may pass their turn to vote, in which case the Council Member's name will be called again in rotation and then they must vote "yes," "no," or "abstain."

5. *Quorum Required:* Unless a higher number is required by state or city law, an action of the Governing Body requires a simple majority vote.

6. *Tie Vote:* In cases of a tie vote, the motion fails.

7. *Proxy Vote:* There shall be no proxy or absentee voting. Further, it is improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

8. *Abstention:*

a. If one or more Governing Body members abstain, then the abstentions shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

b. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

c. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

VII. Suspension and Amendment of These Rules

Lightly revised

These rules may be temporarily suspended for a single meeting or matter at any time by a two-thirds (2/3) majority vote of the whole number of members of the Governing Body. Amendments to these rules shall be made by resolution.

VIII. Robert's Rules of Order

Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

IX. History

Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and
Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016
New Version Adopted by Resolution No. 2021-__ on _____, 2021

CURRENT GOVERNING BODY PROCEDURAL RULES

GOVERNING BODY PROCEDURAL RULES

OBJECTIVES:

These procedural rules ("Rules") are intended for use by the Governing Body of the City of Santa Fe ("Governing Body" or "council") to: expedite business; maintain order; ensure justice and equality for all; guide the actions of the Governing Body in the general conduct of business; and serve as a reference in settling parliamentary disputes.

I. THE GOVERNING BODY

The members of the Governing Body, exclusive of the Mayor, shall be known and designated as Councilors. The Mayor and the Council together are the Governing Body of the city. (§2-1.1 *SFCC 1987)*

A. The Mayor

1. The Mayor of Santa Fe is the presiding officer (Presiding Officer (or Chair).

2. The Mayor, or in the Mayor's absence, the Mayor Pro-tem, shall preside at all meetings of the Governing Body. In the absence of both the Mayor and Mayor Pro-tem, the Mayor shall designate a Presiding Officer.

3. The Chair is responsible for conducting meetings in an orderly, democratic fashion. The Chair must assure that the majority prevails; that minority rights are protected; and that courtesy, fairness, justice and impartiality are guaranteed to all present.

4. The Chair has discretionary powers to alter the order of business in the interest of fairness, courtesy or an emergency and must receive general consensus from the Governing Body.

5. The Mayor has a vote on all matters that come before the Governing Body. (Municipal Charter of the City of Santa Fe, Article V., §5.01.B.)

B. The Council and the Governing Body

1. Members of the Governing Body shall observe order, civility and decorum at all times and neither delay nor interrupt the proceedings of a meeting or the Presiding Officer.

2. Members of the Council shall address all questions to and through the Chair, only after recognition by the Chair.

3. Members of the Governing Body shall introduce resolutions or bills

at any regular meeting of the Governing Body; however no action shall be taken on any such resolution or bill unless and until it has gone through the committee process and been recommended for approval by one or more city committees or constitutes a matter of necessity or an emergency in accordance with these Rules. For the purpose of these Rules a "city committee" is a standing committee with a membership comprised only of Councilors.

4. No resolution or bill shall be introduced that is not drafted and in sufficient form to be posted on the City's website by noon of the Friday immediately following its introduction. For resolutions, "sufficient form" shall consist of a title, a "Whereas" section, and a listing of what is being resolved. For bills, "sufficient form" shall consist of the exact wording that is being proposed and the loction in the code where it is to be placed.

II. PUBLIC DECORUM

A. The Governing Body should and shall set an example for the conduct of the public's business, showing respect for the Governing Body, as an institution, and to its individual members, City staff and to all appearing before it. While the governing body is in session, civility and public decorum shall be observed at all times. The Chair has a duty to maintain civility and decorum. The Chair may call any person to order if they are making personal, intemperate or slanderous remarks by reminding them that such comments are out of order. The Chair may prohibit any person who is acting improperly from continuing to speak.

B. The Chief of Police, or his or her designee, shall serve as Sergeant-at-Arms.

III. REGULAR AND SPECIAL COUNCIL MEETINGS

Regular meetings of the Governing Body are comprised of two sessions each and are held at City Hall in the Council Chambers on the second and last Wednesday of each month or as otherwise determined by vote of the Governing Body. The afternoon session begins at 5:00 p.m. The evening session begins at 7:00 p.m. or immediately after the end of the afternoon session, whichever is later, and shall be adjourned not later than 11:59 p.m. Agenda items not considered prior to 11:30 p.m. shall be postponed to a subsequent meeting, provided that the date, time and place of such meeting is specified at the time of postponement. A majority of the whole number of members elected to the Governing Body may choose to suspend this rule pursuant to Section X. below.

Special meetings of the Governing Body may be called pursuant to Section 2-1.12 of the *Santa Fe City Code*.

IV. MEETING AGENDA

A. Agenda preparation: The City Manager or his or her designee, through the City Clerk, shall prepare an agenda for all meetings of the Governing Body.

(1) The agenda shall include items that require Governing Body action, presentations and informational items. On action items, the City Manager shall provide all facts necessary for proper study and decision-making by the Governing Body. When appropriate, the City Manager, working with staff, shall give his or her recommendation for action on issues under consideration. Additionally, the City Manager may place on an agenda any matter so requested by a majority vote of all members of the Board of County Commissioners of Santa Fe County or a majority vote of all members of any city committee.

(2) No item shall be placed on the agenda unless it has gone through the committee review process and been recommended for approval by at least one city committee, unless otherwise approved by a majority vote of the entire Governing Body or in accordance with Rule IV(A)(3) of these Rules.

(3) An item may bypass the committee review process and be placed directly on the Governing Body meeting agenda:

(a) When uncommon circumstances make it necessary for the Governing Body to consider and/or act on the item within a period of time that is insufficient to permit it to go through the committee review process, but sufficient to meet the notice requirements of the Open Meetings Act; or

(b) In case of emergency, when unforeseen circumstances that, if not addressed immediately by the Governing Body, notwithstanding the inability to give sufficient notice pursuant to the Open Meetings Act, will likely result in injury or damage to persons or property or substantial financial loss to the city. (Open Meetings Act, NMSA 1978 §10-15-1.F.)

B. Items of a routine nature without fiscal impact; and those items recommended for approval by one or more committees, which have been before sufficient committees to ensure that each Councilor has had an opportunity to consider the matter before it comes before the Governing Body for action may be placed on a consent calendar by the City Manager or Presiding Officer on a Governing Body meeting agenda as a consent calendar matter. Such matters shall be called Consent Agenda Matters.

C. The purpose of a consent calendar section of the agenda is to expedite approval by the Governing Body of Consent Agenda Matters with one motion as the need for lengthy discussion is not required due to both prior action and routine nature. All

other items requiring action by the Governing Body will be placed in the appropriate portion of the agenda.

D. The following items requiring action by the Governing Body, having met the substantive or procedural requirements of a Consent Agenda Matter are considered appropriate consent calendar items:

1. Budget transfers and increases.

2. Approval of agreements, bid awards, change orders and amendments to agreements when required by the City Purchasing Manual.

3. Approval of applications and agreements for federal and state grants.

4. Routine grants of licenses or other non-possessory interests in real property.

5. Routine Memorandum of Understandings or other cooperative agreements.

6. Job reclassifications.

7. Collective bargaining agreements.

8. Setting of public hearing dates for proposed ordinances.

9. Setting of public hearing dates for quasi-judicial hearings.

E. Items requiring action by the Governing Body which are not considered appropriate for the consent calendar include:

1. Public hearings and actions on all ordinances.

2. Annual budget approval.

3. User fees for City facilities which have been established by ordinance.

4. Quasi-judicial hearings.

5. Personnel issues not related to specific employees, such as the creation of new employment positions, or personnel rules.

6. Procedural rules of the Governing Body.

7. Board, committee and agency appointments.

9. Any other item that a majority of the Governing Body wishes to have heard at a public hearing.

F. Items on the consent calendar shall be moved from the consent agenda to the regular agenda for further discussion and action upon the request of any member of the Governing Body. Each Governing Body member shall diligently review the consent calendar items and their packet within 48 hours of receipt thereof. No Consent Agenda Matter should be moved to the regular agenda to make inquiries that do not relate to the particular matter. Members of the Governing Body are encouraged to seek information directly from City staff in lieu of moving matters from the consent calendar to the regular agenda and to be considerate of the best use of, and respect for, the time of the public, and of the Governing Body while it is in session.

G. Schedule for inclusion of items on agenda: All matters for a given agenda shall be filed with the City Clerk no later than noon eight (8) calendar days prior to the Council meeting. All agenda items shall include sufficient background materials for the public to review and for the Governing Body to take action. If a majority of the Governing Body does not think they have been given sufficient information to take action, they may postpone an item to a future meeting. Copies of the complete agenda packet shall be delivered to the Governing Body for study and review the Friday immediately prior to Council Meeting. New agenda items not filed by the deadline shall not be considered until a subsequent Council meeting except in the case of emergency.

H. Receipt of Agenda Packets: All agenda packets delivered to the Governing Body prior to a Council meeting shall be deemed to have been received and read, unless a member indicates to the contrary prior to the commencement of a council meeting. In such cases, the Chair shall, at his or her discretion, determine an appropriate course of action.

I. Exception: A majority of the whole number of the Governing Body may vote to consider emergency matters not on the agenda consistent with Section A.(3)(b) of this Article IV above or otherwise with New Mexico Open Meetings Act requirements.

V. ORDER OF BUSINESS

A. Afternoon Session:

1. Call to order: The Chair shall call the meeting to order promptly at the appointed hour.

2. Pledge of allegiance.

3. Salute to the New Mexico flag.

4. Invocation.

5. Roll Call: The City Clerk shall call the roll of the Governing Body and record the names of those present and absent for inclusion in the minutes of the meeting. A quorum must be present in order to conduct business.

6. Approval of agenda: The City Manager, the Mayor or a Council member may request additions to the agenda in accordance with these Rules, deletions, alterations in the order of items and requests for postponement of items on the agenda. Emergency additions must be approved by a majority of the whole number of the Governing Body before the agenda is approved.

7. Approval of consent calendar: Items on the "consent calendar" may be passed by a single motion without discussion. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by roll call vote. Any member of the Governing Body may request that any item be removed from the consent calendar for discussion or debate and any such request shall be granted automatically. In the minutes, each item passed by adoption of the consent calendar shall be entered as a separate action of the Governing Body.

8. Approval of minutes.

9. Presentations and information to the Governing Body.

10. Consent Calendar (items that were removed from consent calendar).

11. Committee reports: Municipal Officers, Department Heads, Boards and Commissions shall present items that require ratification or debate and action by the Governing Body.

12. Items that have not been introduced through a Committee which do not fall under any other agenda items.

13. Matters from the City Manager.

14. Matters from the City Attorney.

    a. Executive Session. Pursuant to §10-15-1 (H) NMSA 1978, an executive session may be called for any matters permitted under law to be discussed in executive session. The Mayor, after conference with the City Manager and the City Attorney, or any three members of the Governing Body, after conference with the City Manager and the City Attorney, may direct the City Manager and the City Clerk to

place an appropriate item for executive session on the agenda. Any member of the Governing Body may move at any time to discuss the item on the table in immediate executive session if it is their opinion that the matter is appropriate for executive session. Any matter subject to the attorney-client privilege or any other existing privilege shall only be discussed in executive session and shall not be made public unless a majority of the whole number of members of the Governing Body, in an open meeting, votes to waive the privilege.

b. The motion to go into an executive session shall be voted on by roll call with a majority of the Governing Body present.

c. The executive session may be held at the discretion of the Governing Body, at any time during the Council meeting before adjournment of the evening session. No votes shall be taken in executive session.

d. Upon completion of discussions in an executive session, the Governing Body shall move, second and approve the reconvening of the public meeting.

e. If a member of the Governing Body wishes to waive a privilege, that member shall immediately move that the privilege be waived and the contents of the discussion in executive session be disclosed. No disclosure of Executive Session matters may be made unless and until the Governing Body has approved by vote the disclosure of the information. The privilege of executive session is that of the Governing Body, not its individual members of the Governing Body. Any member of the Governing Body who violates this provision shall be subject to censure and other penalties in accordance with law.

f. In the alternative a member of the Governing Body shall state for the record that the discussions in executive session were limited to the matters listed upon the agenda. The clerk shall make available to the public, upon request, a list of executive session attendees as approved by the Governing Body.

g. If any final action is to be taken regarding matters discussed in executive session, direction to take such action shall be made in the form of a motion instructing the City Manager or City Attorney to take action consistent with the discussion held during the executive session. The motion shall be approved by a majority of the whole number of members of the Governing Body and shall be recorded by a roll call vote. For the purposes of this rule in the context of matter subject to the attorney-client privilege, "final action" means only an action that will directly conclude pending litigation, by settlement or

otherwise. Within an executive session, the City Attorney may seek consensus or direction from the Governing Body on any matter subject to the attorney-client privilege, and such consensus or direction shall not constitute final action.

h. Any vote taken on an item discussed in executive session shall be reasonably specific as to the particulars of what is being voted upon.

i. Any action constituting final action shall be executed by the appropriate signatories after the Governing Body votes upon the motion and the document or documents reflecting the final action taken shall become public records immediately thereafter, unless a court of competent jurisdiction has issued a contrary order or unless revelation of the final action would constitute a violation of law.

15. Matters from the City Clerk.

16. Communications from the Governing Body.

17. Recess.

B. Evening Session:

1. Call to order.

2. Pledge of allegiance.

3. Salute to the New Mexico flag.

4. Invocation.

5. Roll call.

6. Petitions from the floor (7:00 p.m. to 7:30 p.m.).

7. Appointments.

8. Public hearings.

9. Adjournment.

VI. RULES FOR SPEAKERS

A. Recognition by the Chair: A Council member who wishes to speak shall address the Chair and, after being recognized by name, present his or her issue and confine comments to that issue.

B. Order of speakers: Only one person at a time may have permission to speak.

C. All requests to speak and debate shall be addressed to and through the Chair.

D. Interruption of a speaker: While a person is speaking, no one shall interrupt the speaker except:

1. For a *Point of Order* whereby another Council_member thinks these Rules are being violated.

2. For a *request or inquiry* to obtain information that requires an immediate response.

3. To *Raise a Question of Privilege* that permits a request or main motion relating to the rights and privileges of the Governing Body or any of its members to be brought up for possible immediate consideration because of its urgency.

After a legitimate interruption, the recognized speaker may continue. For a detailed explanation of this section, see *Robert's Rules of Order*, §41.

E. Permission to speak more than once to the same motion: A member may speak more than once to the same motion_only when all Council members desiring to speak have been heard, except to answer questions.

F. Petitions from the Floor shall generally be heard between 7:00 p.m. and 7:30 p.m., or as soon thereafter as can be reasonably achieved. A time limitation of three (3) minutes shall be allotted to each speaker; however, the Presiding Officer shall have the right to place such other limitations upon speakers as may be reasonably necessary to conclude Petitions from the Floor within the allocated time and proceed with other remaining business before the Governing Body.

G. The parties appearing before the Governing Body on any adjudicatory or quasi-adjudicatory matter shall have reasonable opportunity to present their position to the Governing Body.

VII. MAIN MOTION AND RULES OF DEBATE

A. Main motion: A main motion must be on the floor before debate can take place and only one main motion may be on the floor at a time. The form for a main motion is "I move that . . ." If a motion is long or complicated, a Council member may request that it be in writing. A Council member may give brief explanatory comments before stating the motion, but must argue and debate the motion only after it has been seconded. The movant may speak first on the motion.

B. Second for a motion: All main motions require a second to indicate that more than one Council member is interested in discussing the issue. The seconder does not, however, have to favor the motion and may both speak and vote against it. If there is no second, the motion dies.

C. Debate: The Chair shall restate the motion on the floor and call for general discussion. Roberts Rules of Order shall apply for amendments, postponement, tabling, ending debate, reconsideration, recession and related matters on a motion.

D. Closing debate: When debate appears to have closed, the Chair shall ask the Council members if they are ready for the question. A Council member may move to close debate only when all members of the Governing Body have had an opportunity to speak to the pending motion. ("I move the previous question." or "I call the question.") The motion to close debate is not debatable and requires a two-thirds (2/3) vote of those present and voting.

VIII. PUBLIC HEARING PROCEDURES

A. Rules and procedure

1. The Chair shall read the title and/or description of the item set for public hearing.

2. An appropriate staff member shall be called upon to present background information.

3. The Chair shall ask if there is anyone in the audience who cares to speak for or against the issue.

4. The Chair may set time limits and conditions for speakers before the public hearing begins and may not change those conditions during the public hearing.

5. Members of the Governing Body may address questions to public speakers.

6. During the public hearing, members of the Governing Body may ask questions of the staff for clarification purposes on the matter before the Governing Body.

7. If a motion is made to reschedule an item that has been advertised as a public hearing before all members of the public who are present at that meeting have been allowed to speak, the continuation of that item shall be a public hearing. If a motion is made to reschedule an item that has been advertised as a public hearing after the public hearing is closed, the motion shall indicate whether further public comment will be accepted at the continuation of that item. If no further public comment will be accepted,

that decision shall be noted on any future agenda. If new information is submitted after the public hearing is closed, the Governing Body may accept public comment on that new information. The decision not to hear [~~no~~] further public comment may be overturned by a majority vote of the Governing Body, but if it is overturned, sufficient notice shall be given to the public that public comment will now be accepted.

B. Participation in public hearings:

1. Written communications: Interested parties or their representative may address the Governing Body in writing and read or summarize their ideas at the public hearing.

2. Oral comment: Each person wishing to address the Governing Body shall be recognized by the Chair and state his or her name and address for the record before speaking to the issue. If the speaker is a representative, he or she shall also identify the person or persons being represented. The Clerk shall first swear or affirm all persons wishing to speak in those proceedings requiring sworn or affirmed testimony.

3. All remarks shall be addressed to the Governing Body as a whole and not to any individual members.

4. All comments by Council members or the public shall be addressed through the Chair.

C. Council debate:

1. When all public speakers have been heard, the Chair shall request an appropriate motion from the Council. After the motion is seconded and restated, discussion and debate among Council members may follow. Questions may be addressed to appropriate staff.

2. Amendments to the main motion may be proposed and voted on.

3. When debate is closed by common consent or by a vote, the Chair shall restate the question and request a roll call or voice vote.

4. After confirmation of the vote by the City Clerk, the Chair shall declare the result of the vote.

D. Special Rules for Quasi-Judicial Proceedings: Any member of the Governing Body who has received communications outside a quasi-judicial prceeding concerning the merits or substance of the matter being heard in that proceeding, shall disclose the substance of the communications on the record at the commencement of

the proceeding, and the member shall recuse himself or herself if he or she cannot be fair and impartial in hearing the matter.

IX. VOTING

A. Types of Vote

1. A member of the Governing Body must vote "yes," "no" or "abstain," except in the case of a conflict of interest as defined in the Santa Fe City Code, in which case the member may recuse himself or herself or be disqualified from voting on the issue. Any conflict must be disclosed prior to consideration of the item and any member who has recused himself or herself has been otherwise disqualified from voting on the issue shall leave the room where the meeting is being held until the vote is taken and recorded by the City Clerk.

2. The roll is called in alphabetical order with the following special provision. On the first roll call vote of the session, the City Clerk shall begin with the first name on the list; on the second vote, the Clerk shall begin with the second name and end with the first; and so on, continuing to rotate in that order, provided that the Mayor shall in all instances vote last.

B. Explanation of Vote: Any member of the Governing Body may make a brief statement to explain his or her vote, not to exceed one minute.

C. Delayed Vote: A Council Member may pass his or her turn to vote, in which case the Council Member's name will be called again in rotation and then he or she must vote "yes", "no" or "abstain."

D. Voting Procedures: Unless otherwise specified by state law or city ordinance, given a quorum, an action of the governing body requires a vote of the majority of the members present.

E. Tie Vote: In cases of a tie vote, the motion fails.

F. Proxy Vote: There shall be no proxy or absentee voting. Further, it shall be improper for any Governing Body member to state, or attempt to state, the sentiments of any absent Governing Body member.

G. Policy on Abstention:

1. If one or more Governing Body members abstain, then the abstentions (except for recusals or disqualifications due to conflicts of interest) shall be counted as "no" votes if the action being voted on is passage of an ordinance or resolution. If counting the abstention as a "no" vote results in a tie, then the motion fails.

2. If one or more Governing Body members abstain, and the action being voted on is other than the passage of an ordinance or resolution, then abstentions (except for recusals or disqualifications due to conflict of interest) shall be counted as acquiescence with the majority. If there is no majority because the vote is tied before the abstentions are taken into account, then the abstentions shall not be counted at all and the motion fails.

3. A recusal or disqualification for conflict of interest purposes shall not be counted as a "yes" or "no" vote.

X. SUSPENSION AND AMENDMENT OF THESE RULES

These rules may be temporarily suspended for a single meeting or matter at any time by a majority vote of the whole number of members of the Governing Body. Amendment of these rules shall be made by resolution.

XI. ROBERT'S RULES OF ORDER

Except as otherwise provided herein, all matters of procedures are governed by the most current edition of *Robert's Rules of Order*.

History: Adopted by Resolution No. 2004-55 on July 28, 2004; and
Amended by Resolution No. 2006-43 on April 12, 2006; and
Amended by Resolution No. 2006-95 on August 9, 2006.
Re-adopted by Resolution No. 2008-103
Amended by Resolution No. 2009-21 (Salute to New Mexico Flag)
Amended by Resolution No. 2012-27 (Agenda Items)
Re-adopted by Resolution No. 2016-64 on August 10, 2016

FIR No. 10368

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Adoption of New Governing Body Procedural Rules

Sponsor(s): Councilors Abeyta, Romero-Wirth, and Cassutt

Reviewing Department(s): Legislative Services

Staff Completing FIR: Jesse Guillen Date: 11/24/21 Phone: 955-6518

Reviewed by City Attorney: Date: Nov 27, 2021

Reviewed by Finance Director: Date: Nov 29, 2021

Summary:
The proposed Resolution adopts new Governing Body Procedural Rules that address vagueness, increases public input, and addresses gaps in the existing rules. To accomplish this, several new sections were created while others were revised, moved, and otherwise rearranged to provide a more understandable document.

Departments Affected:
All – primarily the City Clerk's Office and the City Attorney's Office.

Consequences of Not Enacting Legislation:
The Governing Body will continue to operate under the existing Procedural Rules.

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

Performance and Administrative Implications:
Staff will need to ensure all relevant City staff are aware of the new procedural rules as they relate to staff's functions. Specifically, the changes related to introduction of legislation change the timeline for providing legislation to the City Attorney.

Fiscal Implications:
None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
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:

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 11/29/21
FOR CITY COUNCIL MEETING OF 12/08/21

CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt)
A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961)

Committee	**Review:**
Introduced:	11/10/21
Governing Body Study Session:	11/17/21
Finance Committee:	11/29/21
Quality of Life Committee:	12/01/21
Public Works and Utilities Committee:	12/08/21

FINANCE COMMITTEE ACTION:
Approved on discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS
Amendment to review no later than 2 years after passed

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 12/01/2021
ISSUE NO. 6f CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, and Councilor Cassutt) A Resolution Adopting a New Version of the Governing Body Procedural Rules. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518; Erin K. McSherry, City Attorney: ekmcsherry@santafenm.gov, 955-6961) Committee Review: Introduced: 11/10/21 Governing Body Study Session: 11/17/21 Finance Committee: 11/29/21 Quality of Life Committee: 12/01/21 Public Works and Utilities Committee: 12/08/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Garcia for discussion. Motion denied
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 DECEMBER 6, 2021, BY FORTY-SEVEN DAYS, EXPIRING AT NOON ON JANUARY 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 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, November 8, 2021, and December 6, 2021 (COVID-19 Proclamations II through XIV); and

WHEREAS, according to the New Mexico Department of Health ("NMDOH") data, in Santa Fe County, at least 97.1% of eligible residents have had at least one dose of a COVID-19 vaccine and at least 84.3% are fully vaccinated, more than 20 percentage points more than New Mexico as a whole[1]; and

WHEREAS, despite the County's high vaccination rate, vaccinations efficacies after months of duration are waning and instances of positive cases and hospitalizations are increasing; and

WHEREAS, in particular, Santa Fe County is averaging between 51-72 cases per day on a 7-day rolling average, nearly double the average one month ago, 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 184 deaths attributed to COVID-19 or complications from COVID-19[3]; and

WHEREAS, the emergence of the omicron variant, while not yet reported in New Mexico, presents an area of additional concern for the City and its residents; and

WHEREAS, as a result of Proclamations XI, XII, XIII, and their associated Emergency

[1] https://cvvaccine.nmhealth.org/public-dashboard.html
[2] https://covidactnow.org/us/new_mexico-nm/county/santa_fe_county/?s=26201524
[3] https://cvprovider.nmhealth.org/public-dashboard.html

Orders, the City of Santa Fe reached a 80.83% vaccination rate among employees; 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; COVID-19 Proclamation XII and the Resolution extending it, Resolution No. 2021-51, is attached as Exhibit L; COVID-19 Proclamation XIII and the Resolution extending it, Resolution No. 2021-63, is attached as Exhibit M; and COVID-19 Proclamation XIV is attached as Exhibit N; and

WHEREAS, if not extended, Proclamation XIV would expire on December 9, 2021; and

WHEREAS, the Governing Body wishes to extend Proclamation XIV 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 January 24, 2022, and an extension by the Governing Body on January 26, 2022, a regularly scheduled Governing Body meeting.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that Proclamation XIV is hereby extended by forty-seven (47) days, expiring at noon on January 24, 2022, pursuant to Section 20-1.3(C).

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

_____

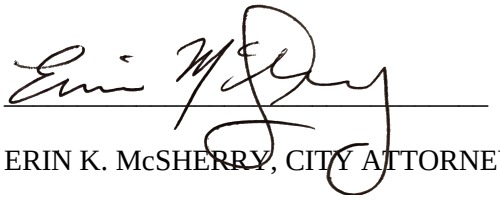
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/State of Emergency Extension XIV

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

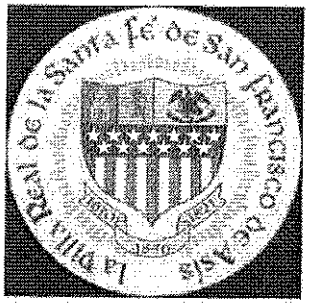
ATTEST:

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

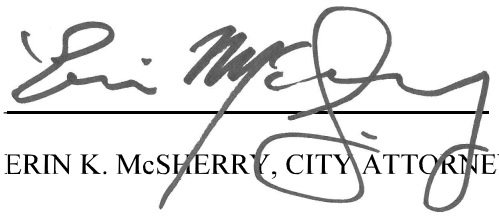
ATTEST:

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).

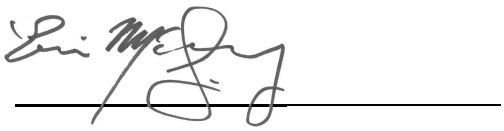
PASSED, APPROVED, and ADOPTED this 29th day of September, 2021.

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

RESOLUTION NO. 2021-63

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 10th day of November, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/2021-63 State of Emergency Extension XIII

EXHIBIT N

CITY OF SANTA FE
PROCLAMATION OF EMERGENCY XIV - COVID-19
December 6, 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, the public health emergency due to the Coronavirus Disease 2019 (referred to as "COVID-19") declared by the United States Department of Health and Human Services Secretary and New Mexico Department of Health continues and evolves, with more virulent variants;

WHEREAS, the spread of COVID-19 in New Mexico and the City of Santa Fe continues to threaten the health of residents and visitors and negatively impacts the social, emotional, and overall quality of life of the residents of Santa Fe;

WHEREAS, according to NMDOH data, there are a growing number of COVID-19 cases in New Mexico, including 15,186 cases and 186 deaths in Santa Fe County as of December 4, 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 a statement by 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] ;

[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, more than 3,115,339 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 due to waning efficacy[2], boosters are now recommended after between two to six months after initial full vaccination, depending on the vaccine received;

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 (84.3%) of eligible Santa Fe residents over the age of 18 have completed a vaccination series, and over ninety-three percent (97.1%) have had at least one shot;

WHEREAS, the FDA has approved the administration of the Pfizer-BioNTech vaccine for those aged 5-17;

WHEREAS, Santa Fe is a national and international tourist destination and visitors arrive from both neighboring states and countries around the world;

[2] https://www.science.org/doi/10.1126/science.abm0620

WHEREAS, despite its high vaccination rate, Santa Fe County has a "High" transmission rate, based on the CDC's classifications and estimates of cases per 100,000 persons and test positivity rates, at 300.62 and 17.54% respectively as of December 4, 2021[3];

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, 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 in Santa Fe;

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

[3] https://covid.cdc.gov/covid-data-tracker/#county-view|New%20Mexico|Risk|community_transmission_level

vaccination status increased from approximately fifty percent (50%) to over eighty percent (80%);

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 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 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 XIII expired at noon today, December 5, 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 continue to 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;

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. maintaining the conditions of employment for vacant positions to include maintaining full vaccination status for COVID-19 for new employees; and

vi. proposing a temporary personnel rule to allocate a standard "COVID-19 Leave" balance for all employees during 2021 to use when an employee is unable to work due to COVID-19 related circumstances;

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 and, once eligible, obtain a booster vaccination. 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 III 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 6 day of December, 2021 at the hour of 2 o'clock P .M. (MDT).



ALAN M. WEBBER, MAYOR
City of Santa Fe, New Mexico

ATTEST:



KRISTINE MIHELCIC, CITY CLERK
(S E A L)

GOVERNING BODY MEETING OF
December 8, 2021
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	AN ORDINANCE GRANTING NTS COMMUNICATIONS, LLC DBA VEXUS FIBER A NON-EXCLUSIVE FRANCHISE TO OPERATE A TELECOMMUNICATIONS NETWORK WITHIN THE CITY OF SANTA FE; THE RIGHT TO USE CITY PUBLIC RIGHTS-OF-WAY TO PROVIDE TELECOMMUNICATIONS SERVICES WITHIN THE CITY; AND FIXING THE TERMS AND CONDITIONS THEREOF.	Finance Committee – 1/3/22 Public Works and Utilities Committee – 1/10/22 Governing Body (request to publish) – 1/12/22 Economic Development Advisory Committee – 2/9/22 Governing Body (public hearing) 2/9/22
	A RESOLUTION RESCINDING RESOLUTION NO. 2020-1 RELATING TO THE OPEN MEETINGS ACT; AND ADOPTING ANNUAL NOTICE REQUIREMENTS FOR 2021.	Finance Committee – 1/3/22 Quality of Life Committee – 1/5/22 Public Works and Utilities Committee – 1/10/22 Governing Body – 1/12/22
	AN ORDINANCE RELATING TO THE CITY OF SANTA FE'S OFFICE OF ECONOMIC DEVELOPMENT PLAN ORDINANCE, SECTION 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND BECK & BULOW, LLC FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS, AND LEASE PAYMENTS, AND EXPANSION OF A CORPORATE RESEARCH CENTER, A LOCAL ECONOMIC DEVELOPMENT PROJECT.	Economic Development Advisory Committee – 1/12/22 Governing Body (request to publish) – 1/12/22 Finance Committee – 1/17/22 Quality of Life Committee – 1/19/22 Governing Body (public hearing) – 2/9/22
	AN ORDINANCE RELATING TO THE CITY OF SANTA FE'S OFFICE OF ECONOMIC DEVELOPMENT PLAN ORDINANCE, SECTION 11-11 SFCC 1987; APPROVING AND ADOPTING A LOCAL ECONOMIC DEVELOPMENT PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF SANTA FE AND EARTH CARE TEARDROP TRAILERS, LLC FOR DESIGN, DEVELOPMENT, AND CONSTRUCTION OF TENANT IMPROVEMENTS, AND LEASE PAYMENTS, AND EXPANSION OF A MANUFACTURING CENTER AND SILICON VACUUM SYSTEM, A LOCAL ECONOMIC DEVELOPMENT PROJECT.	Economic Development Advisory Committee – 1/12/22 Governing Body (request to publish) – 1/12/22 Finance Committee – 1/17/22 Quality of Life Committee – 1/19/22 Governing Body (public hearing) – 2/9/22

Councilor Roman "Tiger" Abeyta

Co-Sponsors	Title*	Tentative Committee Schedule*

This document is subject to change.

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 JOINT RESOLUTION RECOGNIZING THE EXISTENCE OF OPEN ITEMS RELATED TO ANNEXATION AND ESTABLISHING NEGOTIATING TEAMS TO DEVELOP NON-BINDING PROPOSALS TO RESOLVE THOSE ITEMS.**	Governing Body 1/12/22

Councilor Chris Rivera		
Co-Sponsors	**Title***	**Tentative Committee Schedule***
	AN ORDINANCE AMENDING EXHIBIT B OF SECTION 21-7 TO INCREASE RESIDENTIAL AND COMERCIAL RATES FOR SERVICES PROVIDED BY THE ENVIRONMENTAL SERVICES DIVISION.	Public Works and Utilities Committee – 1/10/22 Governing Body (request to publish) – 1/12/22 Finance Committee – 1/17/22 Governing Body (public hearing) – 2/9/22
	A RESOLUTION SUPPORTING THE APPLICATION AND RESPONSE TO THE REQUEST FOR PROPOSALS ISSUED BY THE NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT, NON-METRO NEW MEXICO AREA AGENCY ON AGING FOR CONTINUATION OF SERVICES FOR THE SENIOR CITIZENS OF THE CITY OF SANTA FE.	Finance Committee – 1/3/22 Quality of Life Committee – 1/5/22 Governing Body – 1/12/22

Councilor Carol Romero-Wirth		
Co-Sponsors	**Title***	
Cassutt	**AN ORDINANCE AMENDING SECTION 2-1.13 SFCC 1987 TO ESTABLISH THAT THE MAYOR PRO TEMPORE SHALL SERVE ON ONE CITY COUNCIL STANDING COMMITTEE, WHICH SHALL BE THE FINANCE COMMITTEE.**	Finance Committee – 1/3/22 Quality of Life Committee – 1/5/22 Public Works and Utilities Committee – 1/10/22 Governing Body (request to publish) – 1/12/22 Governing Body (public hearing) – 2/9/22

Councilor JoAnne Vigil Coppler		
Co-Sponsors	**Title***	**Tentative Committee Schedule***

This document is subject to change.

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.

18. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato
Comment - 12/08/2021 12:59 PM: (No Vote)
The city has not provided a shower that is ADA accessible at Perez. T he button is too high on the ADA stall in the women's room and there is no seat in the family rest room So much for Sam Burnett's claim that he is an ADA expert.
If the mayor's biggest interest is ethics, (he told me that last week at a meeting) why hasn't he directed the city attorney to investigate the perjury of Liz Roybal and Susi Ceja months ago when I brought it up. The city has the documentation to show that both women lied under oath in front of the Human Rights Commission. Well MAYOR?
I am still waiting to hear from Ms ROmero Wirth why her resolution that broadband should only be put on streets 50 ft wide is ignored. Comcast put broadband on a 10 ft wide alley. We are looking at cell phone tower that is only 30 ft high in our alley (bet Adela and D Fernando and Don Diego and Don Fernando.

Name: Stefanie Beninato
Comment - 12/08/2021 12:59 PM: (No Vote)
Maybe if the city staff followed and enforced mask public health order there would not be so many missing in LUD and other depts.

City of Santa Fe New Mexico
Memorandum

Date: November 30, 2021

To: Mayor Alan Webber

Via: Kristine Bustos-Mihelcic, City Clerk / Community Engagement Director

From: Romella Glorioso-Moss, PhD, AICP, BPAC Staff Liaison RGM

Cc: Councilor Michael Garcia, BPAC Chair

RE: Councilor Garcia's nomination for BPAC Appointment

Councilor Michael Garcia wishes to nominate Mr. Erick Aaboe to Bicycle and Pedestrian Advisory Committee representing the County of Santa Fe. Mr. Aaboe is replacing Ms. Yvette Serrano who resigned in July 2021. Mr. Aaboe will serve until June 30, 2022. Please see attached Letter of Interest and Resume.

If you have any questions, please don't hesitate to email me at rsglorioso-moss@santafenm.gov or call X6623.

Thank you.

Attachments:
Letter of Interest
Resume

October 12, 2021

Councillor Michael Garcia, Chair
Bicycle and Pedestrian Advisory Committee
City of Santa Fe
Santa Fe, New Mexico 87501

By email to Romella Glorioso-Moss

Dear Councillor Garcia,

I am submitting this letter to express my interest in consideration to serve on the Bicycle and Pedestrian Advisory Committee. I live in Santa Fe County and have been a resident of the County for over 40 years.

As you can see from my attached resume, I have served most of my career as a public servant. In February of this year, I retired from more than 30 years working for New Mexico state and local governments. For part of my career at Santa Fe County, I was involved in capital planning and finances. I actually presented before the BTAC and City Council on a joint City and County project to secure the joint match capital funding for the Federal Lands Access Programs grant. Once that grant was awarded, I was excited to see the trail built from the Santa Fe River Greenway to the MRC and on to Diablo Canyon.

I have been a bicyclist for most of my life and still ride whenever I can, mostly as a commuter. Santa Fe is a great place to ride and I believe that continued public support to encourage bicycling and walking and to improve bicycling and pedestrian infrastructure is one of the things that make a city great. I would hope that my participation with BPAC would assist Santa Fe in reaching its goals to improve the cycling and walking experiences for residents and visitors.

Thank you for your consideration. Please let me know if you have any questions or if I can be of assistance.

Sincerely,



Erik Aaboe

Att: Aaboe Resume

Erik H. Aaboe

Education

Institution	Attended	Degree
University of New Mexico	1996-2002	MA Geography / Geographic Information Systems
Yale University	1973-1978	BA Geology / Earth & Environmental Sciences

Employment

Energy Transition Specialist — **September 2021 - present**
NM Renewable Energy Transmission Authority — Santa Fe, NM

Assist the Authority in planning and development of renewable energy transmission projects to increase the state's transmission capacity so as to facilitate development of renewable energy generation projects throughout New Mexico.

Compliance Coordinator — **July 2018 - February 2021**
Santa Fe County — Santa Fe, NM

Document various internal County procedures and work with staff and leadership on process improvement and to ensure compliance with all applicable policies and requirements. Create, review and edit department submissions to the governing body for accuracy and consistency. Manage a County-wide technology project to implement personnel timekeeping and shift scheduling systems.

Business Finance Manager — **October 2014 - July 2018**
Santa Fe County — Santa Fe, NM

Manage Santa Fe County Public Works capital project finances and supervise County Sustainability Team. Align funding sources with project objectives to ensure budget adequacy and appropriateness. Led Sustainability Team to implement various internal measures and execute renewable energy projects to lead to reductions in fuel and energy use throughout County operations. Responsible for processing Department disciplinary actions.

Assistant County Manager — **(Acting) February 2013 - November 2013**
November 2013 - October 2014
Santa Fe, NM

Assist the County Manager with a wide variety of complex and sensitive countywide initiatives and programs in directing and overseeing the operations of Santa Fe County. Assist in the development and implementation of County plans, goals, and policies. Ensure that County departments comply with county policies (purchasing, personnel, laws etc.) Plan, organize, direct, coordinate, and administer the activities and programs through subordinate staff. Serve as the County's representative in various projects, committees, and programs involving interaction with other governmental jurisdictions, speak to professional groups and committees about County issues, and stay abreast of new trends and innovations in the field of County management and administration.

Energy Specialist **April 2011 - February 2013**
Santa Fe County Santa Fe, NM

Develop and implement energy efficiency / renewable energy projects for Santa Fe County buildings to improve operational efficiencies and reduce ongoing costs. Responsible for restoring progress on stalled Federal awards and fully utilizing grant funding to achieve program objectives.

Manage assorted energy efficiency and renewable energy capital projects for the County including project approval, design development, utility rebate collection, and procurement processes. Assist with Public Works Department capital package preparation and process improvement analysis.

Energy Efficiency Lead by Example Coordinator **April 2008 – December 2010**
New Mexico General Services Department Santa Fe, NM

Coordinate development, implementation and promotion of energy efficiency / renewable energy projects for New Mexico State Government in its buildings and vehicle fleets to improve operational efficiencies and reduce ongoing costs. Worked with EPA Clean Energy Office contractors in developing a plan for utilization of EPA's Energy STAR Portfolio Manager by NM Government Agencies to monitor building energy use and identify opportunities for efficiency upgrades of buildings. Responsible for the following programs and projects:

- Negotiated and coordinated $12,000,000 ARRA State Energy Program award from EMNRD to GSD to make energy efficiency improvements to New Mexico state government buildings. Acted as project manager for implementation of energy efficiency construction projects for NM government buildings under this award. The duties include development of energy saving measure scopes of work, documentation of energy savings benefits, identification and execution of best procurement strategies, acquisition of contractor proposals, submittal of work orders to funding entity, work with tenant agency to model buildings and track energy consumption, manage implementation and completion of projects, report on progress and energy savings and all other facets of project management. From funding start in January 2010 through December, purchase orders and notices to proceed were issued for 26 projects totaling more than $10,000,000 in projects implemented. These projects include:
    - Renovations of building and facility HVAC systems
    - Interior and area lighting retrofits
    - Building envelope upgrades
    - Engineering analyses and design services
    - Retro-commissioning studies
    - Renewable energy projects
    - Building automation system upgrades
- Developed detailed implementation plans to reduce energy use for buildings and vehicle fleet
- Tracking energy consumption for over 7 million square feet of NM Government buildings.

Operations Section Chief **September 2001 – April 2008**
Air Quality Bureau - NM Environment Department Santa Fe, NM

Led staff team of 19 employees with the following responsibilities:

- Financial management, budget preparation, procurement and purchasing, expenditure tracking, federal grants management for $6,000,000 operating budget annual program.
- Systems analysis supporting automated air monitoring data flow and data system support.
- Quality Assurance support for EPA funded projects.
- Collection, Quality Assurance and analysis of air pollutant monitoring data
- Administrative support for Bureau of 85 staff

Developed various Requests For Proposal and managed resultant projects to achieve assorted program objectives. Worked with program and support staff to analyze and improve internal processes.

Accomplishments – Co-led Bureau rulemaking efforts before the Environmental Improvement Board to amend emission fee regulations for Bureau's Operating and Construction Permitting programs, doubling fees and incorporating CPI escalators to ensure future program financial stability. Staffed NM Climate Change Advisory Group process to develop a series of consensus approved policy options for statewide greenhouse gas reductions.

Health Program Manager **August 1994- September 2001**
Air Quality Bureau - NM Environment Department Santa Fe, NM

The duties of this position changed significantly during my time as Health Program Manager. Improvements to the data collection infrastructure and methodology implemented early on led to increases in efficiency and allowed for an expansion of responsibilities.

Led staff team with the following responsibilities:

- Planning, budget preparation, procurement and purchasing, expenditure tracking, grants management.
- Systems analysis supporting automated air monitoring data flow and computer data system support.
- Quality assurance support for EPA funded projects.

Managed agency-wide OneStop data integration project. Served on project management team for agency-wide IDEA (Integrated Database for Environmental Assurance) project through project duration. Served on multi - agency Alternative Fuels Task Force.

Environmental Associate / Environmental Scientist **April 1990-August 1994**
New Mexico Environment Department Santa Fe, NM

Performed ambient air & visibility monitoring at Santa Fe area air monitoring stations. Wrote Quality Management Plan and Quality Assurance Project Plans to document work activities and fulfill EPA grant requirements. Maintained air monitoring and visibility monitoring equipment for the state's Air Quality Bureau. Served on multi-agency Alternative Fuels Task Force to promote and enhance alternative fuel use and infrastructure in state and private vehicle fleets with focus on compressed natural gas.

Salesman / Operations Manager **July 1981-January 1989**
Brother Sun Santa Fe, NM

Managed all operations of this solar, energy conservation building products and construction / remodel company. Responsible for sales, programming, design, bidding and managing construction projects, ordering, inventory control, and supervision of staff for manufacturing, shipping & receiving, project design and development.

Workshop Coordinator / Solar Researcher **August 1979-June 1981**
New Mexico Solar Energy Association Santa Fe, NM

Responsible for development of solar energy construction workshops at this world-class non-profit. Managed all facets of solar retrofit construction workshops for low-income New Mexico families. Duties included project design, logistical planning, technical writing, public speaking, training of community participants and construction supervision. Also assisted with grant proposals and conducted building training workshops for other organizational partners.

City of Santa Fe, New Mexico

memo

DATE: December 08, 2021
TO: Governing Body
VIA: Jarel LaPan Hill
Jarel LaPan Hill (Dec 3, 2021 14:32 MST)
Jarel Lapan Hill, City Manager
Jason Kluck, Interim Planning and Land Use Department Director jmk
Noah Berke, Planning and Land Use Planning Manager *NLB*

FROM: Daniel A. Esquibel, Planner Senior, Current Planning Division *DAE*

MONTE SERENO MASTER PLAN AMENDMENT.

Case #2021-4219. Monte Sereno Master Plan Amendment. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests Master Plan Amendment to include infrastructure and design elements for the Hotel Use. The Property is approximately 34.96 acres and zoned PRRC (Planned Residential Resort Community), located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

I. RECOMMENDATION:

The Governing Body should **APPROVE** Case 2021-4219 as recommended by the Planning Commission, Adopting Resolution ____ .

Should the Governing Body choose to approve case #2021-4219, The Governing Body should also adopt the Resolution identified in Exhibit A amending the Monte Sereno Master Plan, and either approve the Findings of Fact and Conclusions of Law identified in Exhibit B or choose to amend them. Should the Governing Body choose to deny case #2021-4219, it should direct staff to draft proposed Findings of Fact and Conclusions of Law reflecting the Governing Body's decision, to be reviewed and adopted as a subsequent Governing Body Hearing.

Sample motions for Case #2021-4219:

- **Move to approve** Case #2021-4219 **Monte Sereno Master Plan Amendment** with Design Guidelines, subject to conditions of approval recommended by the Planning Commission and City staff listed in Exhibit A; *and*
- **Move to adopt** Resolution _____ adopting the Master Plan Amendment with Design Guidelines for **Monte Sereno** Master Plan Amendment, subject to conditions of approval recommended by the Planning Commission and City staff listed in Exhibit A; *and*
- **Move to approve** the findings of fact and conclusions of law for Case #2021-4219 Master Plan Amendment with Design Guidelines for **Monte Sereno** Master Plan Identified in Exhibit B.

OR

- **Move to deny** Case #2021-4219 **Monte Sereno** Master Plan Amendment and direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.

The Land Use Department has determined that the proposed applications together with Exhibits attached to the Resolution in Exhibit A comply with the approval criteria for Master Plan amendments and the Monte Sereno Annexation and Development Agreement (Development Agreement).

II. Executive Summary

Monte Sereno was annexed into the City in 1985. The revised Master Plan, Preliminary plat and Preliminary Development Plan were approved by the City on October 21, 1992. The approved plans included up to a 322-lot single family subdivision and a 250-room hotel to be located on the Property.

The Applicant is requesting a master plan amendment, to amend the previously approved hotel design. The new design is a change from the traditional vertical hotel to a resort casita village. The resort includes a club house, bar and grill, fitness facility, sales and administration offices, and outdoor recreation facilities. The previously planned hotel rooms are proposed as casitas with two unites each spread out over 60 resort lots. The new design reduces the total number of hotel rooms from 250 to 120 rooms (a reduction of 48% or 130 units). The subdivision separates the casitas, clubhouse, open space, and balance of the Monte Sereno future development areas for a total of 70 lots. The development plan identifies a gross square footage of 167,000 square feet for the construction of the resort casitas, recreation areas, storage areas, and village.

An application requesting an amendment to the Master Plan is before the Governing Body. There is no variance request associated with this Master Plan Request.

On October 21, 2021, the Planning Commission recommended the Governing Body approve the proposed Master Plan with Design Guidelines subject to conditions. The conditions are listed in the Resolution (Exhibit A) as Exhibit C.

The Master Plan Amendment Application is a request to outline phased development to include:

- Design standards,
- Subdivisions and subdivision phases,
- Infrastructure,
- Development of Hotel amenities

After recording the Master Plan, the Applicant will submit a Subdivision Plat to identify the development of the hotel facilities and guest units.

The Applicant will be returning to the Planning Commission for review and approval of Finial Subdivision Plat approval. Subdivision Plats are not required to appear before the Governing Body.

III. Executive Summary

Table 1 Approval Criteria– Master Plan (Section 14-3.9(D)(1))

Criterion 1: the master plan is consistent with the general plan;	**Criterion Met:** (Yes/No/Conditional) **YES**

The Applicant response states:

> *This Master Plan Amendment aligns with General Plan Themes and Policies, such as balancing nature resource protection, conservation of water and reduction of water use by downsizing the hotel, maintaining and respecting Santa Fe's unique personality, sense of place and character, provides a mix of lands uses and streamlines the planning development review process. Furthermore, the General Plan Land Use Framework includes the following elements: Mix of Uses in All New and Existing Neighborhoods, Protection of Natural Resources and the Environment, Minimal Impacts on Congested Streets, and Commercial Development located away from Arterials.*

The master plan amendment provides the ability for long term phasing and design guidelines. The proposed hotel in line with the following development plant agreements:

- *2.20 Hotel: A resort hotel consisting of up to; but not more than, 250 units (which units may be located in a in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.*
- *2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's and related resort amenities.*
- *"Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for the Hotel Site and Cluster Sites to take account of changes in the market or the seeds and desires of a particular hotel developer or operator...The Hotel Site may be under single or multiple ownership so long as it is under common management."*

Staff concurs with the Applicant's analysis for criterion 1 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(a).

Criterion 2: the master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;	**Criterion Met:** (Yes/No/Conditional) **YES**

The Applicant has addressed Criterion 2 stating:

> *"The stated purpose of the PRRC District in §14-4.3(J)(1) is "…to provide for the comprehensive and coordinated planning of large-scale resort- residential developments that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities and building types within the range of the economic market the development proposes to serve."*

Staff concurs with the Applicant's analysis for criterion 2 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(b).

Criterion 3: development of the master plan area will contribute to the coordinated and efficient development of the community; and	**Criterion Met:** (Yes/No/Conditional) **YES**

The Applicant has addressed Criterion 3 stating:

> *"The subject land area (Resort tract) makes efficient use of existing infrastructure and represents the final phase of development within Monte Sereno master-planned community, as contemplated in the A&D."*

The Master Plan includes provisions for pedestrian and vehicular connectivity to the surrounding area. In addition, the subject land area makes efficient use of existing infrastructure and represents the Hotel phase of development within the Monte Sereno master-planned community, as contemplated in the original vision of the master plan, and Development Agreement.

Staff concurs with the Applicant's analysis for criterion 3 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(c).

Criterion 4: 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 planned development.	**Criterion Met:** (Yes/No/Conditional) **YES**

The Development Review Team (DRT) has reviewed this proposal in accordance with the Development Agreement and City Code. The review of the proposal identified that the Project's proposed streets, sewer lines, water lines, and fire protection will not adversely impact City resources. City resources will be able to accommodate the impacts of the planned development. Conditions of approval and technical corrections have been incorporated into the recommendation to the Planning Commission for review and approval. Staff's analysis of the project identifies that the Applicant has satisfied both the master plan criterion required by Subsection 14-3.9(D)(1)(d) and the Project application is in line with Development Agreement.

IV. CONCLUSION

The Applicant has complied with all application process requirements of Santa Fe City Code 1987, Chapter 14 as follows:

- Pursuant to 14-3.1(E) *"Pre-application"*: Conducted on March 25, 2021,
- Pursuant to 14-3.1(F) *"Early Neighborhood Notification" ("ENN")*: Conducted two ENN meetings: June 14, 2021, and September 9, 2021
- The proposed Master Plan adheres to the Monte Sereno Annexation and Development Agreement,

- On October 21, 2021, the Planning Commission recommended that the Governing body approve Case #2021-4219 *"Master Plan Amendment"*, subject to conditions,
- The Applicant agreed to all conditions,

The Land Use Department has determined that the proposed Application complies with the approval criteria for master plan amendments. Should the Governing Body approve the proposed master plan amendments, staff recommends adoption of the Resolution identified in Exhibit A and Findings of Fact and Conclusions of Law identified in Exhibit B.

III. EXHIBITS

Exhibit A- Resolution

1. Resolution
2. Resolution Exhibit A amending the Monte Sereno Master Plan
3. Resolution Exhibit B Proposed Design Standards
4. Resolution Exhibit C Recommended Conditions of approval

Exhibit B - Findings of Facts and Conclusions of Law

1. Findings of Facts and Conclusions of Law

Exhibit C – Referenced Exhibits

1. Minutes - Planning Commission October 21, 2021
2. Planning Commission Findings of Fact and Conclusion of Law.
3. Planning Commission Packet of October 21, 2021

December 08, 2021
Planning Commission
Case #21-4219. Monte Sereno Master Plan.

EXHIBIT A

Resolution

Exhibit A- Resolution

1. Resolution
2. Resolution Exhibit A amending the Monte Sereno Master Plan
3. Resolution Exhibit B Proposed Design Standards
4. Resolution Exhibit C Recommended Conditions of approval

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

A RESOLUTION

AMENDING A MASTER PLAN FOR A TRACT OF LAND MORE PARTICULARLY DESCRIBED IN EXHIBIT A AND KNOWN AS A PORTION OF TRACT M, REMAINING AS A RESULT OF "REPLAT OF THE COMPOUND PHASE 2 AT MONTE SERENO PHASE 3," RECORDED AS INSTRUMENT #1953714 IN BOOK 878 PAGES 9-12 AND SUBDIVISION PLAT "THE COMPOUND PHASE 3 AT MONTE SERENO AMENDMENT #3" RECORDED AS INSTRUMENT #1953723 IN BOOK 878 PAGES 13-16, LYING WITHIN SECTION 36, T18N, R9E N.M.P.M., COMPRISING AN AREA OF APPROXIMATELY 34.96 ACRES, LOCATED WEST OF HIGHWAY 285, NORTH OF TANO ROAD AT 4000 MONTE SERENO DRIVE, AND IS WITHIN THE MONTE SERENO DEVELOPMENT, WITHIN THE CITY OF SANTA FE, STATE OF NEW MEXICO (CASE NO. 21-4219. MONTE SERENO MASTER PLAN AMENDMENT).

WHEREAS, Monte Sereno, which is defined in Exhibit A and hereby referred to as "the Property," was annexed into the City of Santa Fe ("City") in 1985; and

WHEREAS, the revised Master Plan, Preliminary plat, and Preliminary Development

Plan were approved by the City on October 21, 1992; and

WHEREAS, the City and original developers of the Property entered a "Development Agreement" after litigation between the parties; and

WHEREAS, the Development Agreement states "The final development plan showing the infrastructure and other improvements approved for construction on the Hotel Site and Cluster Housing sites to be prepared by Developer in conformity with this Agreement and the Applicable Regulations"; and

WHEREAS, the Development Agreement states "Hotel: A resort hotel consisting of up to; but not more than, 250 units (which units may be located in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site"; and

WHEREAS, the Development Agreement states "Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development for the hotel site and cluster sites shall take account of changes in the market or the needs and desires of a particular hotel developer or operator. Under this circumstance, a revised preliminary development plan shall be submitted to the city for processing, and it shall be approved provided in substantially conformed to the applicable regulations. The hotel site may be under single or multiple ownership so long as it is under common management"; and

WHEREAS, the agent for the owner of the Property has submitted an application to amend the Monte Sereno Master Plan, ("Master Plan"); and

WHEREAS, future development on the Property encompassed within the amended master plan requires an early neighborhood notification meeting, and an early neighborhood notification meeting was held on September 9, 2021; and

WHEREAS, review of an amendment to a Master Plan by the Planning Commission is required by Subsection 14-3.19(D) of the City Code, and the Planning Commission reviewed and recommended approval of the amendments to the Monte Sereno Master Plan according to the criteria set forth in Section 14-3.9(D) of the City Code on October 21, 2021; and

WHEREAS, the Governing Body subsequently reviewed the amendment to the Master Plan of Monte Sereno and approved the amendments to the Monte Sereno Master Plan according to the criteria set forth in Section 14-3.9(D) of the City Code.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Master Plan for a Tract of land more particularly described in Exhibit A, within Section 36, T18N, R9E N.M.P.M., is amended, as attached hereto as Exhibit B, subject to the conditions of approval descrubed in Exhibit C thereon.

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

EXHIBIT A

A PORTION OF TRACT M WITHIN THE CITY OF SANTA FE, STATE OF NEW MEXICO, REMAINING AS A RESULT OF "REPLAT OF THE COMPOUND PHASE 2 AT MONTE SERENO PHASE 3", RECORDED AS INSTRUMENT #1953714 IN BOOK 878 PAGES 9–12 AND SUBDIVISION PLAT "THE COMPOUND PHASE 3 AT MONTE SERENO AMENDMENT #3" RECORDED AS INSTRUMENT #1953723 IN BOOK 878 PAGES 13–16, LYING WITHIN SECTION 36, T18N, R9E. SAID PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF THIS PORTION, WHICH IS MARKED BY A USGLO BRASS CAP MARKING THE COMMON CORNER OF SECTIONS 36, 35, 26 AND 25 OF TOWNSHIP 18 NORTH, RANGE 9 EAST, NMPM;
THENCE N89°42'02"E A DISTANCE OF 85.03 FEET ;
THENCE N89°46'34"E A DISTANCE OF 1137.52 FEET ;
THENCE S17°17'14"W A DISTANCE OF 159.29 FEET ;
THENCE S08°33'03"W A DISTANCE OF 88.78 FEET ;
THENCE S09°48'17"E A DISTANCE OF 112.98 FEET ;
THENCE S24°47'56"E A DISTANCE OF 165.06 FEET ;
THENCE S03°04'12"W A DISTANCE OF 297.49 FEET ;
THENCE S11°08'38"E A DISTANCE OF 129.75 FEET ;
THENCE S78°51'09"W A DISTANCE OF 118.84 FEET ;
THENCE S00°22'07"E A DISTANCE OF 301.83 FEET ;
THENCE S07°18'35"W A DISTANCE OF 98.94 FEET ;
THENCE ON A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 12°40'02", A LENGTH OF 22.00 FEET, WITH A RADIUS OF 99.50 FEET, WITH A CHORD OF S54°39'44"W, 21.95 FEET ;
THENCE S48°19'43"W A DISTANCE OF 142.20 FEET ;
THENCE ON A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 87°30'20", A LENGTH OF 27.49 FEET, WITH A RADIUS OF 18.00 FEET, WITH A CHORD OF N87°55'07"W, 24.90 FEET ;
THENCE ON A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 21°55'25", A LENGTH OF 352.79 FEET, WITH A RADIUS OF 922.00 FEET, WITH A CHORD OF N55°07'40"W, 350.65 FEET ;
THENCE ON A COMPOUND CURVE TO THE LEFT HAVING A DELTA ANGLE OF 05°29'34", A LENGTH OF 85.42 FEET, WITH A RADIUS OF 891.00 FEET, WITH A CHORD OF N68°50'09"W, 85.38 FEET ;
THENCE ON A REVERSE CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 51°37'57", A LENGTH OF 147.85 FEET, WITH A RADIUS OF 164.07 FEET, WITH A CHORD OF N45°45'58"W, 142.90 FEET ;
THENCE S70°03'01"W A DISTANCE OF 44.00 FEET ;
THENCE ON A CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 85°33'20", A LENGTH OF 25.38 FEET, WITH A RADIUS OF 17.00 FEET, WITH A CHORD OF S22°49'41"W, 23.09 FEET ;
THENCE ON A COMPOUND CURVE TO THE RIGHT HAVING A DELTA ANGLE OF 27°55'25", A LENGTH OF 102.83 FEET, WITH A RADIUS OF 211.00 FEET, WITH A CHORD OF S79°34'03"W, 101.82 FEET ;
THENCE ON A REVERSE CURVE TO THE LEFT HAVING A DELTA ANGLE OF 74°54'06", A LENGTH OF 427.48 FEET, WITH A RADIUS OF 327.00 FEET, WITH A CHORD OF S56°04'42"W, 397.68 FEET ;
THENCE N69°07'23"W A DISTANCE OF 33.12 FEET ;
THENCE N00°07'15"W A DISTANCE OF 67.04 FEET ;
THENCE N00°03'37"W A DISTANCE OF 522.55 FEET ;
THENCE N00°06'51"W A DISTANCE OF 794.09 FEET ;
TO THE POINT OF BEGINNING, MORE OR LESS, CONTAINING AN AREA OF 34.96 ACRES MORE OR LESS.

PROJECT DATA & PARKING REQUIREMENTS

THE RESORT AT MONTE SERENO INCLUDES APPROX. 86.5 AC
ZONING: PRRC (PLANNED RESORT-RESIDENTIAL COMMUNITY DISTRICT)

RESORT DEVELOPMENT PLAN (SHEET A-100)
RESORT VILLAGE PLAN (SHEET A-101)

LAND USES:	PARKING PROVIDED
60 RESORT CASITA LOTS (EA.CASITA INCLUDES 2 GUEST UNITS) = TOTAL OF 120 RESORT UNITS	
PARKING REQUIREMENT: 1 SP/RENTAL UNIT=	120 PARKING SP.
NO. OF PARKING SPACES PROVIDED:	
49 CASITAS HAVE COVERED OR ENCLOSED PARKING FOR 2 CARS=98 SP	
11 CASITAS HAVE UNCOVERED PARKING FOR 2 CARS =	22 SP
ADDITIONAL COMMON AREA PARKING ON SITE=	10 SP
TOTAL PROVIDED:	130 SP
RESORT VILLAGE:	
FITNESS CENTER & BAR & GRILL / CLUBHOUSE FACILITY	
FITNESS/SPA FACILITY: 3,100 SF	
PARKING REQT.: 30% OF PERMITTED OCCUPANCY ASSUME TOTAL OCCUPANCY OF 40 PEOPLE	12 SP.
BAR & GRILL / CLUBHOUSE FACILITY: 4500 SF INTERIOR PLUS 2000 SF PORTAL AREA = 6500 SF	
PARKING REQT.: 1 SP/200 SF OF NET LEASABLE AREA	33 SP.
RETAIL: 1,000 SF	
PARKING REQT.: 1 SP/200 SF NET LEASABLE AREA	5 SP.
ADMINISTRATION: 1,000 SF	
PARKING REQT.: 1 SP/350 SF NET LEASABLE AREA=	3 SP.
OUTDOOR SPECIAL EVENTS: 20 PEOPLE	12 SP
TOTAL PARKING REQUIRED:	65 SP
TOTAL PARKING PROVIDED: (IN 3 PARKING AREAS);	77 SP*
*4 PARKING SPACES ARE TO BE HANDICAP SPACES (1 IS VAN ACCESSIBLE)	
ACTIVE RECREATION & RESORT STORAGE AREA (NE CORNER OF SITE) MAX. 8000 SF STORAGE PLUS SPORTS FIELD	10 SP ON SITE. 10 SP
TOTAL PARKING PROVIDED:	211 SP.

PARKING LOT STANDARDS:
TYP. PARKING SPACE = 9'0" X 19'0"
TYP. DRIVING AISLE = 25'0"

BICYCLE PARKING: 10 SPACES PROVIDED

TOTAL RESORT BUILDINGS:	
RESORT CASITAS:	150,000 SF
RESORT RECREATION/STORAGE AREA:	8,000 SF
RESORT VILLAGE	11,600 SF
TOTAL:	167,200 SF

LOT COVERAGE
LOT COVERAGE PROPOSED: 10.5%

BUILDING HEIGHT: 36 FT. MAXIMUM AT THE RESORT VILLAGE
24 FT. MAXIMUM AT THE RESORT CASITAS

OPEN SPACE:
OPEN SPACE REQUIREMENTS: NO ADDITIONAL OPEN SPACE IS REQUIRED, BUT ADDITIONAL OPEN SPACE IS BEING PROVIDED AS DESCRIBED BELOW. ALL REQUIRED OPEN SPACE IS INDICATED ON THE CITY APPROVED MASTER PLAN.

OPEN SPACE PROVIDED FOR RESORT VILLAGE:	APPROX. 1.0 AC
OPEN SPACE PROVIDED FOR RESORT CASITAS:	APPROX. 11.5 AC
TOTAL:	12.5 AC (54%)

LEGAL DESCRIPTION: SEE SURVEY PLATS
HANDICAP ACCESSIBLE GUEST UNITS:
120 RESORT GUEST UNITS. 6 HANDICAP ROOMS PROPOSED (3 FOR EA. PHASE)*
*HC = DESIGNATION ON DEVELOPMENT PLAN

STORM WATER AGREEMENT

THIS STORM WATER AGREEMENT ("Agreement") is entered into this _____ day of _____, by and between the City of Santa Fe ("City") and Monte Sereno Resort Management Company ("Monte Sereno"). Monte Sereno hereby agrees that all storm water easements and any other drainage improvements on private property will be maintained and kept fully functional as originally designed and constructed within private property boundaries by the Monte Sereno and subsequent heirs, assigns, and future owners. The City is hereby granted the following: (1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to the respective property owner(s) ("Owner"), to enter and restore full functional capacity of the drainage improvements, and (3) to lien the property for both direct and indirect costs associated with such work. By signature affixed fixed to this instrument, Owner approves and agrees that this Agreement is binding perpetually, running with the land, on present and future owners, heirs, and assigns. The city is hereby granted the following:

(1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to it By

Drainage Facilities Maintenance

All drainage facilities shall be maintained by all property owners. Owner shall also have the responsibility for maintenance of the public drainage easement as per article 14 - 8.2 (K) of the Santa Fe City Code.

Inspections shall be conducted by a registered professional engineer in the state of New Mexico or other qualified person. Inspections shall be conducted on the drainage facilities in accordance with the following schedule:

On or about March 15, on or about September 15, and after each storm event of 1-inch or greater. Maintenance of the drainage facilities shall be conducted and documented by the engineer and the owner. The owner shall maintain a file of the inspections and remedial action conducted on the drainage facilities.

Work shall be conducted in accordance with the engineer's recommendations, and shall include, but is not limited to the following:

A. Flush all culverts, drop inlets and drainage pipes to remove sediment and vegetation that prevents or hinders the flow of storm water in the drainage structure(s).

B. Remove sediment in ponds that is greater than 6 inches in depth, and if necessary, reseed with native grasses; and install filter fabric and 5 to 4 inch cobble as directed by the engineer;

C. Inspect for sedimentation in all swales, ditches, drainage ponds and remove and stabilize as necessary.

D. Inspect for soil erosion at all drainage ponds, cut and fill slopes, and repair or stabilize accordingly.

E. Inspect the structural integrity of drainage ponds, slopes, rip-rap, gabions, drop inlets, culverts, energy dissipators, and retaining walls, rock plating, erosion control mats or blankets, and repair or stabilize accordingly; and

F. All basins/ponds shall drain within 24 hours of a storm event as per article 14-8.2(D)(4)(c)(ii).

City of Santa Fe

By: _____
Title: _____
Date: _____

Monte Sereno Resort Management Company

By: _____
Title: _____
Date: _____

GENERAL NOTES:

1. PROPERTY DEVELOPMENT IS TO BE IN CONFORMANCE WITH THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE RECORDED JULY 30, 1998 AND IN ACCORDANCE WITH CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.
2. BUILDING PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL ARCHITECTURAL PLANS WILL BE SUBMITTED FOR BUILDING PERMITS FOR EACH TRACT OR LOT, OR IN PHASES INVOLVING MULTIPLE LOTS.
3. BUILDING SETBACKS FOR RESORT CASITAS ARE TO BE 5 FT. FRONT YARD, 5 FT. SIDE YARD AND 5 FT. REAR YARD.
4. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY AND ACCESS EASEMENTS AND RIGHT OF WAYS ARE DESCRIBED ON THE PLATS PREPARED BY DAWSON SURVEYS.
5. THE DEVELOPMENT DOES NOT LIE WITHIN THE HISTORIC DISTRICT OR WITHIN THE RIVER AND TRAILS OR ARCHAEOLOGICAL RIVIERA DISTRICT, OR WITHIN THE RIDGE TOP DISTRICT.
6. BUILDING TYPES:
FITNESS BUILDING - TYPE IIB (PRE-ENGINEERED METAL BLDG. FRAME)
BAR & GRILL - TYPE IIB (HEAVY TIMBER ROOF FRAMING)
CASITAS - TYPE VB WOOD FRAME CONSTRUCTION
7. ALL ROADS ARE PRIVATE LANES AND WILL BE MAINTAINED BY THE MONTE SERENO RESORT MANAGEMENT COMPANY, LLC.
8. VARIANCE REQUESTS FOR THE RESORT AT MONTE SERENO, AS PER THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT, THE DEVELOPER IS REQUESTING VARIANCES BE GRANTED TO:
1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROAD CONSTRUCTION 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION.
3) WAIVER FROM CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES.
4) ALLOW DISTURBANCE OF SLOPES THAT EXCEED 30% FOR DRIVEWAYS TO RESORT CASITAS
5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION FOR RESORT CASITAS.
6) ALLOW A WAIVER OF THE CURB & GUTTER REQUIREMENTS AND FOR THE USE OF STABILIZED BASE COARSE (CHIP SEAL).

NOTES:

1. THIS IS AN AMENDMENT TO TRACT "A" OF THE REVISED MASTER PLAN & PHASING PLAN, SHEET #2A FOR MONTE SERENO DATED MAY 1, 2006.

2. SEE DESIGN GUIDELINES DATED _____ APPLICABLE TO THE RESORT TRACTS AND THE RESORT LOTS.



THE RESORT AT MONTE SERENO
AMENDED MASTER PLAN & DEVELOPMENT PLAN

monte sereno
21 CLUB HOLDINGS LLC

SCALE: 1"=60'

Lilly PLANNING ASSOCIATES
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 1761, Santa Fe, New Mexico 87504

EXHIBIT B

SHEET TITLE
AMENDED MASTER PLAN & DEVELOPMENT PLAN

PROJECT NAME:
THE RESORT AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS					
DATE:					
BY:					

A-100
08/18/2021

F:\R|CK\1-PROJECTS\21CLUB\MONTE SERENO RESORT SITE\DWG\2021-08-18 MS RESORT CASITAS.dwg, 8/18/2021 5:47:37 PM, ARCH D

EXHIBIT C

Cases #2021 - 4219

Monte Sereno Master Plan Amendment

#	Condition of approval	Department/Division	To be completed by:
1	The Applicant will shall include bicycle parking per Chapter 14 SFCC 1987 "*TABLE 14-8.6-3: General Off-Street Bicycle Parking.*"	Land Use Department	Prior to filing the Master Development Plan Amendment
2	A plan and profile plan set of the sewer collection system for this project is required.	Wastewater Division	Prior to Sign Off for Development Plan.
3	The Wastewater Division requires an analysis and report for the low-pressure sewer system to be performed by E-One. The analysis of the system shall include the existing off-site four (4) inch line that the Development connects to down to lift station 2		
4	Address all Wilson & Company, Inc., comments.	City Traffic Consultant	Prior to filing the Master Development Plan Amendment

	Technical Corrections of approval	Department/Division	To be completed by:
1	Include a parking detail on the Development plan sheet identifying parking size and width for all parking.	**Land Use Current Planning**	**Prior to filing the Master Plan**
2	Correct road name "*Tesuuque Vista*"		
3	Correct all lot lines on the development Plan		
4	Correct *"High Point Lane"* Text. The text is not referring to anything.		

5	Parking shall comply with Chapter 14 SFCC 1987 "*Exhibit A - Table 14-8.6-1"Parking and Loading Requirements"* for Parking Space Layout and Dimensional Standards		
6	No parking shall overhang onto sidewalks or roadways		
7	The design guidelines shall include a note identifying required parking per Chapter 14 SFCC 1987 "*Exhibit A - Table 14-8.6-1"Parking and Loading Requirements"* for hotels.		
8	Design guidelines shall provide setbacks and building separation for swimming pools, hot tubs, sundecks at the resort village and fire pits / fire features		
9	Noise shall include minimal and maximum dBA standards pursuant to the City Code 10-2.5 - Zone district noise levels; maximum; correction for a PRRC District.		
10	A note in the guidelines identifying that the casitas are commercial structures used for a hotel use for transient occupancy only and not to be used as residential structures for residential use.		
11	Identify loading zones on the Development Plan for the project per 14-8.6(D) Loading Standards.		
12	Correct square footage values: Development Plan identifies 167,000 sq. ft, sum of buildings identifies 170,700 sq. ft., caption 170,000 sq. ft..		
13	Terrain Management Report should discuss existing stockpile and plans for the distribution of this material, or if it is to remain in place, the plans for proper compaction.	Technical Review Division Terrian Management, and ADA	**Prior to recordation**
14	It appears that some house pads and driveways are shown to be located on the fill slopes adjacent to the roadway. Please explain this transition for the future structures to be built.		
15	Label existing contour elevations on detailed grading and drainage plans (Sheets C-302 through C-308) Some are shown but too sporadically.		
16	Additional red line comments will be made on the plans and submitted for changes.		

17	Development shall comply with the most current requirements of the American with Disabilities Act (ADA). Place a note on the Plan to reflect this condition.		
18	Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process.		
19	Include dimensions ADA parking spaces and aisles on the parking lot ADA details sheet. Show detectable warning installations on ramps or other areas where the path of travel will cross a vehicular path.		
20	Remove references to Handicap (or HC) for ADA.		
21	Proposed project shall comply with 2015 IBC R-1 occupancy class and shall provide (4) Accessible units, (3) without roll in showers (1) with a roll in shower. All other units shall be Type B. All proposed units will be required to have an accessible route from the site arrival point and a pedestrian route to all resort amenities. At this time the proposed Development plan indicates 60 total units. In the future, if subdivision of the property into individual sellable lots is proposed, a development plan amendment would be required since this would change the requirements of 1107.6.1 For Accessible units. More than 50 units per owner would be required to meet table 1107.6.1.1 Accessible Dwelling units and sleeping units. If less than fifty, the type B requirements would be limited to units or Buildings with more than four units.		
22	Approval Comments: 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.		

	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 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.		
23	Sheet V-110/1 of 5. Provide standard drainage facilities maintenance note referencing Article 14-8.2(K). Can probably use the same note on the Development Plan. Add sentence to note #3 stating ponds are to drain within 24 hours as per Article 14-8.2(D) (4) (c) (ii).		

24	Sheet L-100. Delineate limits of existing fill located on the site. Provide explanation of the status or the intent of this fill. How many trees were removed in the filled area?		
25	Sheet C-101. Delineate limits of existing fill located on the site.		
26	Sheet C-101A. Delineate limits of existing fill located on the site. Show location of proposed ponds out of 30% slopes. Remove note which states; Building pads are shown for feasibility only.		
27	Sheet C-103. Label the proposed crown and bar ditch on the typical road sections. Reference detail sheets for stone check dam, guard rail, keystone retaining wall and curb and gutter.		
28	Sheet C-104. The depth of the lip of the curb should be 6 3/4" instead of 6", unless it is going to be located in the medians. Provide total height of the concrete header curb.		
29	Sheet C-201. Label sanitary sewer manholes, sewer flushing stations, storm sewer manholes and water valves. They should not be located in fillets, valley gutters or curb and gutter. Provide plan and profile sheets for sanitary sewer and water lines.		
30	Sheet C-202. Same as item #7.		
31	Sheet C-203. Same as item #7.		
32	Sheet C-300. Provide explanation of the status or the intent of the existing fill. Does not appear to be considered in cuts and fills. Provide soils and drainage report.		
33	Sheet C-301. Label proposed curb and gutter, storm sewer manholes and culverts. Provide detail/section of each pond.		
34	Sheet C-302 through sheet C-308. Label existing contour elevations, storm sewer manholes and CMP's. Indicate grading limits and location of utility easement.		
35	Sheet C-400. Label installation of CMP's on plan and profile.		
36	Sheet C-402. Show end of proposed CMP on Arroyo Lane profile view.		
37	Sheet C-600 through sheet C-609. Label size and type of storm sewer on plan and profile. Label the construction of storm sewer structures on plan and profile.		

38	Provide mulch material descriptions: type, size, quantity, and depth. Mulch to be 2"minimum thickness over weed barrier.	Technical Review Division	Prior to permit review
39	14-8.4(F)(2)(h) new plant material shall be mulched to a minimum depth of two (2) inches and the mulch renewed yearly or as needed. Mulch may be of organic or inorganic material.		
40	Provide a professional landscape irrigation design with details of backflow preventer in a Hotbox, controller, electric drip valve, valve box assembly, end flush cap, and emitter placement. Following COSF code in 14-8.4 (E) (4) and Landscape Irrigation Design Standards City of Santa Fe.		
41	COSF Code 3.19.1 requires landscape irrigation plans for large projects not to exceed 20 scale, 1 inch equals 20 feet.		
42	A water level measuring device with zero set at finish grade located at the center of each pond is required.		
43	A security fence around ponds three feet and deeper with a maintenance gate is required.		
44	Note on plan: "All disturbed areas shall be restored per COSF Code 14-8.2(D)(5)".		
45	Provide on native seeding plan seed mix rate, and irrigation description. Please note soil amendment and scarification, ripping, and or rototilling.		
46	Provide irrigation to all revegetation native seed areas. (Per COSF Code 14-8.2 D(5)(c) Seeded areas shall be graded two inches (2") below top of concrete curbs and sidewalks. Add a heat treated compost material one inch (1") depth to all seeded areas. Disk or rototill soil and amendments 4-6" depth. Grade prepared soil level removing all stones ¾" and larger. Sowing shall be accomplished by drill seeding, Hydro-seeding, or by hand raking into the soil. Mulch is to be used at the rate of two tons per acre and tucked with a disk or anchored with a tackifier or by Hydro-seed, the slurry is to contain mulch and tackifier as recommended by the manufacturer. Slopes of 3:1 and greater shall be seeded by hand raking into soil or by the use of a hydro-seeder. Install erosion control fabric or matts on all fill slopes greater than a 3:1. All seeding shall is to be done between May 15 and August 15. - A one year Warrantee shall be provided by the contractor. A 70% germination rate equal to the surrounding native pristine landscape is required.		
47	Provide lawn type and seed mix percentage, note sod or seed.		

48	Provide a Cistern design with details including the connection to the irrigation system.		
49	Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.		
50	Staff reserves the right to require additional submittals upon receiving revisions.		
51	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)		
52	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)	**Fire Prevention**	**At the time of any new construction or remodel**
53	Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads.		
54	Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1)		
55	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.		
56	Shall have water supply that meets fire flow requirements as per IFC (Appendix B)		
57	Shall comply with Section D102.1 Access and Loading (75,000 lbs).		
58	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)		
59	Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.		
60	Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates.		
61	Shall comply with Section D106 Multiple-Family Residential Developments.		
62	Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.		
63	"hotel' use with a clubhouse bar and grill, there should be a plan for refuse collection.	**Environmental**	**Development Plan**

		Services Division	
64	On page 2 of the Development Report, it states "there are 120 resort units located in 60 resort casitas". Please clarify the difference between a resort unit and resort casitas and which of these was used in the sizing of the pipe for the low-pressure system.	**Public Utilities/Wastewater**	**Prior to recording the Master Plan**
65	Required to submit a water budget for their subdivision as well as a separate landscape water budget.(the landscape water budget component is calculated by averaging the 3 years usage. The amount used for year 1-2 for establishment of landscape and estimated usage for 3rd year thereafter which normally goes down. We take the average for those for the landscape water budget.	**Water Resources Division**	**Prior to Submitting a construction permit**

December 08, 2021
Governing Body
Case #21-4219. Monte Sereno
Master Plan.

EXHIBIT B

Findings of Facts and Conclusions of Law

Exhibit B - Findings of Facts and Conclusions of Law

1. Findings of Facts and Conclusions of Law

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2021-4219
West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development
Owner/Applicant's Name - 21 Club Holdings LLC
Agent's Name - Al Lilly

THIS MATTER came before the Governing Body for hearing on December 8, 2021, upon the application (Project) of Al Lilly, agent for 21 Club Holdings LLC (Applicant).

The Applicant seeks the Governing Body's approval for a Master Plan Amendment to the Monte Sereno Master Plan, allowing for modifications to the Hotel Development (Project). The property is located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development (Property) and is zoned PRRC (Planned Residential Resort Community - corresponding to approved master plan).

After conducting a public hearing and having heard from staff and all interested persons, the Governing Body hereby FINDS, as follows:

FINDINGS OF FACT

1. At the hearing, the Governing Body received a recommendation from the Planning Commission, reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
2. The Santa Fe City Code (SFCC) 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 § 14-3.1(F)(2)(a)(v)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on for hearing on March 25, 2021, upon the application in accordance with SFCC 1987 Section 14-3.l(E).
4. Pursuant to SFCC 1987 Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted ENN meetings. The Applicant conducted two ENNs one on June 14, 2021, and the second on September 9, 2021. The ENN meetings were conducted virtually via Zoom meeting platform. The ENN meetings were attended by a representative of the Applicant and City staff. The meetings were attended by the public.
6. On October 21, 2021 the Planning Commission voted to recommend the Governing Body approve Monte Sereno Master Plan Amendment for the Property and adopt written Findings of Fact and Conclusions of Law, subject to certain conditions of approval and technical corrections recommended by City staff (Case #2021-4219).
7. Pursuant to SFCC 1987 Sections 14-3.9(C)(5), the Governing Body has the authority to review and make decision to the Governing Body regarding amendments to master plans.

8. City staff reviewed the Application and related materials and information submitted by the Applicant for conformity with applicable SFCC requirements and provided the Governing Body with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.
9. The Planning Commission and Staff recommended that the Governing Body approve Monte Sereno Master Plan Amendment and adopt the Resolution 2021-___.
10. SFCC 1987 Section 14-3.9 establishes certain procedures for Master Plans approval including, without limitation, a public hearing by the Governing Body, and a decision based on the criteria set out in SFCC 1987 Section 14-3.9(D).
11. SFCC 1987 Section 14-3.9(D) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that:
    (a) the master plan is consistent with the general plan;
    (b) the master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;
    (c) development of the master plan area will contribute to the coordinated and efficient development of the community; and
    (d) 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 planned development.
12. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Governing Body finds that all applicable criteria in SFCC 1987 Section 14-3.9(D) have been met.
13. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(a), the Governing Body finds that the proposed master plan amendment is consistent with the Monte Sereno Annexation and Development Agreement.
14. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(b), the Governing Body found the master plan is consistent with the purpose and intent of the PRRC zoned district that apply to, or will apply to, the master plan area, and with the applicable use regulations, proposed design standards, and development standards subject to Monte Sereno Master Plan Amendment.
15. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(c), the Governing Body found that the proposed master plan amendment would contribute to the coordinated and efficient development of the community.
16. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(d), the Governing Body found 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 planned development.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

1. Pursuant to SFCC 1987 Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Applicant has the right under the SFCC to propose an amendment to a master plan.
3. The Governing Body has the power and authority at law and under the SFCC to review the proposed amendment to the master plan and to approve or deny the proposed amendment to the master plan.

4. The Applicant met the applicable Submittal Requirements.
5. The Governing Body approves the requested master plan amendment because master plan amendment complies with SFCC 1987 Section 14-3.9(D) "*Approval Criteria"*.

WHEREFORE, IT IS ORDERED ON THE 8TH DAY OF DEMBER, 2021, BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the Master Plan Amendment, subject to conditions of approval and the technical corrections identified within the Resolution _____ set forth in the Staff Report and the exhibits to the Staff Report.

_____ _____
Alan Weber Date:
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry Date:
City Attorney

December 08, 2021
Governing Body
Case #21-3800. Monte Sereno
Master Plan.

EXHIBIT C

Referenced Exhibits

Exhibit C – Referenced Exhibits

1. Minutes - Planning Commission October 21, 2021
2. Planning Commission Findings of Fact and Conclusion of Law.
3. Planning Commission Packet of October 21, 2021

Minutes

Planning Commission October 21, 2021

Minutes

Planning Commission October 21, 2021

SUMMARY INDEX
PLANNING COMMISSION MINUTES
OCTOBER 21, 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	1-2
D. Approval of Minutes September 2, 2021	Approved as presented	2
E. Findings & Conclusions	Approved	2-3
F. Old Business	None	3
G. New Business 1. Case #2021-4219. Monte Sereno M. Plan Amendment 2. Case #2021-3800. Monte Sereno Development Plan. 3. Case #2021-3801. Monte Sereno Preliminary Subdiv., Phase 4 4. Case #2021-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).	Approved	3-9
H. Staff Communications	Comments	9-10
I. Matters from the Commission	None	10
J. Adjournment	Adjourned at 7:07 pm	10

MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, October 21, 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 Mark Hogan, Vice Chair
Commissioner Janet Clow, Secretary
Commissioner Jessica Lawrence
Commissioner Dominic Sategna

Members Absent
Commissioner Pilar Faulkner (excused)
Commissioner Lee Garcia (excused)
Two vacancies

Others Present:
Mr. Jason Kluck, Interim Land Use Director
Mr. Noah Berke, Planning Manager
Ms. Patricia Feghali, 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 Lawrence led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION: Commissioner Hogan moved, seconded by Commissioner Lawrence, to approve the agenda as published.

VOTE: The motion passed by unanimous roll call vote with, Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

D. APPROVAL OF MINUTES

1. September 2, 2021

MOTION: Commissioner Hogan moved, seconded by Commissioner Lawrence, to approve the minutes of September 2, 2021, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

E. APPROVAL OF FINDINGS/CONCLUSIONS

1. **Case #2021-3811.** Villas de Las Soleras Unit 3 Master Plan Amendment.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

2. **Case #2021-3814**. Villas de Las Soleras Unit 3 General Plan Amendment.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

3. **Case #2021-3815.** Villas de Las Soleras Unit 3 Rezoning.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

4. **Case #2021-3816.** Villas de Las Soleras Unit 3 Preliminary Development Plan.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan, to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

5. **Case #2021-3817.** Villas de Las Soleras Unit 3 Preliminary Subdivision.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

6. **Case #2021-3818**. Tierra Contenta Master Plan Amendment #1 for Phase 3A.

MOTION: Commissioner Sategna moved, seconded by Commissioner Hogan to approve the Findings of Fact and Conclusions of Law, as presented.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

F. OLD BUSINESS

None.

G. NEW BUSINESS

1. **Case #2021-4219. Monte Sereno Master Plan Amendment.** Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests Master Plan Amendment to include infrastructure and design elements for the Hotel Use. The Property is approximately 34.96 acres and zoned PRRC (Planned Residential Resort Community), located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development. (Dan Esquibel, Case Manager

2. **Case #2021-3800. Monte Sereno Development Plan.** Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests development plan approval to construct 170,000 square feet of new construction for hotel use. The Property is approximately 34.96 acres and zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development. (Dan Esquibel, Case Manager)

3. **Case #2021-3801. Monte Sereno Preliminary Subdivision for Phase 4.** Al Lilly, Agent, for 21 Club Holdings LLC, Owner, request preliminary subdivision approval to create a 70-lot/Tract subdivision on Tract M containing approximately 168.27 acres. The subdivision would create 60 hotel unit lots Containing a gross total of approximately 19.6 acres, 1 hotel amenities lot (Tract A-1) containing approximately 3.68 acres, 8 open space Tracts (A-2, A-3, A-5 thru A-7, A-9 thru A-11) containing approximately 11.68 acres and the balance of Tract M containing 133.32 acres. The Property is zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development. (Dan Esquibel, Case Manager)

4. **Case #2021-3837. Monte Sereno Variance to Subsections 14-8.2(D) (1) and (D)(2)(b).** Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests a variance to Subsections 14-8.2(D)(1) and (D)(2)(b), Terrain and Stormwater Management, for road construction within the project for the resort casitas. The Property is zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development. (Dan Esquibel, Case Manager)

EXECUTIVE SUMMARY

There is one project divided into four cases which will require independent votes. The 21 Club Holdings LLC (Applicant) requests approval of a Master Plan Amendment to allow for improved infrastructure and design elements to accommodate a Development Plan and Subdivision for the hotel use within Monte Sereno on approximately 36.5 acres (Project).

Monte Sereno is zoned as a Planned Residential Resort Community (PRRC) within the City of Santa Fe.

Monte Sereno was annexed into the City in 1985. The revised Master Plan, Preliminary plat and Preliminary Development Plan were approved by the City on October 21, 1992. The approved plans included up to a 322-lot single family subdivision and a 250-room hotel to be located on the Property.

The Monte Sereno Annexation and Development Agreement (Development Agreement) states:

- *2.20 Hotel: A resort hotel consisting of up to; but not more than, 250 units (which units may be located in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.*

- *2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's and related resort amenities.*

- *"Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for the Hotel Site and Cluster Sites to take account of changes in the market or the needs and desires of a particular hotel developer or operator...The Hotel Site may be under single or multiple ownership so long as it is under common management."*

The Applicant is requesting a master plan amendment, with development plan and preliminary plat approval to amend the previously approved hotel design. The new design is a change from the traditional vertical hotel to a resort casita village. The resort includes a club house, bar and grill, fitness facility, sales and administration offices, and outdoor recreation facilities. The previously planned hotel rooms are proposed as casitas with two units each spread out over 60 resort lots. The new design reduces the total number of hotel rooms from 250 to 120 rooms (a reduction of 48% or 130 units). The subdivision separates the casitas, clubhouse, open space, and balance of the Monte Sereno future development areas for a total of 70 lots. The development plan identifies a gross square footage of 167,000 square feet for the construction of the resort casitas, recreation areas, storage areas, and village.

The Planning Commissions review of the master plan requires a recommendation of approval or denial to the Governing Body. The subdivision and development plan require the Planning Commission’s approval or denial of the Applications.

The Applicant has complied with Subsections 14-3.1(E) *"Pre-Application Conferences",* 14-3.1(F) "*Early Neighborhood Notification Procedures*" and 14-3.1(H) *"Notice Requirements".*

Staff's analysis finds that the Applicant has addressed the necessary findings per Subsection 14-3.9(D) "*Approval Criteria and Conditions*" (Master Plans), 14-3.8(D) "*Approval Criteria and Conditions*" (Development Plans) and 14-3.7 (C) “*Approval Criteria*” (Subdivisions).

STAFF RECOMMENDATION

Staff recommended ***APPROVAL*** subject to conditions identified in Section II *"Conditions of Approval"* of the staff report. The applicant has agreed to all the conditions, including those listed in Exhibit A of the staff report.

APPLICANT'S PRESENTATION

Nancy Long, 2200 Brothers Road, was sworn. She said she has represented Monte Sereno Development for legal matters over several decades. She introduced the team of Al Lily, Director of Operations, Don Beauregard, Director of Development and Amrit Aristimuno, Architect. Also present to respond to questions was the engineering company, landscape designer, surveyor and the owner.

These four cases comprise the last phase of the Monte Sereno Resort project. A residential component is to the south and this project is to the north. This is the only property in the City designated PRRC, Planned Resort Residential Community. The development was approved in 1992. There were two ENN meetings and additional outreach to residents of the Monte Sereno subdivision, the Santa Fe Opera, and any others with questions. She said Mr. Lily will provide the details of the project.

Al Lily, 532 Old Santa Fe Trail, was sworn. He explained the presentation would provide a description of the resort development program and how it is different than what has currently been approved for the 250 unit resort hotel. They have moved away from the plans for a large-scale resort hotel to a lower profile, smaller, independent structure that works with the topography. People's preferences for privacy were impacted during the pandemic as they travel and vacation. That impacted their master plan as well. The applicant feels the resort casitas will serve the lodging needs of their patrons.

He asked that Amrit Aristimuno share his screen for the presentation.

Mr. Aristimuno, 171 Sangre de Cristo, was sworn in. He shared a PowerPoint presentation.

Mr. Lilly described the location of the development, the site plan and the access from the north entry. Two intersections at the north entry have been approved and construction is planned immediately after approval of the resort. The architectural elevations were shown and location of the 60 casitas which include two guest units, for a total of 120 units. The amenities will also serve the Monte Sereno homeowners who are interested in membership. The objective is a low-key environment and setting in earth tones. A curvilinear private road system is designed to work with the existing terrain. A slide of the amended Master Plan and Development Plan was shown noting the middle parking lot. The parking lot was redesigned to continue on as a new road known as Upper Village Drive as an internal road to connect the middle parking lot. In response to concerns voiced at the ENN, they propose either an exit only, or emergency access only

at the entry onto Monte Serrano Drive. The upper parking will be used primarily for employee and valet parking.

Slides of the resort casitas shown reflect a soft contemporary Santa Fe style with low profile buildings in keeping with the neighborhood. The architecture includes overhangs and windows for shade and exceeds the energy code. Smart energy efficient mechanical systems, air filtration, water conservative plumbing fixtures will be used. The materials will be stone, wood, and stucco in earth tone colors. One third of the units will be walk-out units to minimize excavation and wall construction. Stucco exteriors will soften the appearance and native plants will blend the construction with the existing landscape. Designated storage will be screened by native vegetation and accommodates miscellaneous general storage, added parking, and possibly recreational activities like crafts, exercise stations, etc. Part of the landscape plan is the open space and trail system. In response to terrain and drainage, and the desire for an extensive trail system, they have provided 12 acres of additional open space. Some people in the ENN meetings expressed the desire to keep the trails separate. The applicant is open to further discussion, but is happy to keep them exclusively for the resort. The landscape design complies with the City of Santa Fe regulations. Landscaping was reviewed for the resort and the private road.

Mr. Lily pointed out the advantages of the new proposal versus what was previously approved: 1) The physical environment will have less visual impact because of the smaller structures and will cause less disturbance of the natural landscape, and preserves 12 acres of open space; 2) Water use is approximately 40% less than with the 250 units, saving 6.5 million gallons per year and is less impact to the City sewage system; 3) This will be less visually, and the Santa Fe style is compatible with the built surroundings; 4) A membership club concept will result in less vehicle and delivery traffic; 5) The smaller scale requires less common area lighting, having less impact on night sky; 6) The resort project is anticipated to have a significant positive impact on the economy and local businesses in design/construction/building/ landscaping, etc., and generates fees to the City as well as significant gross receipts and property taxes; and 7) The resort is expected to provide employment opportunities.

Mr. Lily said this is of the highest quality resort designs and will benefit the Monte Serrano community and Santa Fe. He thanked Mr. Esquibel for working with them. He thought the result is they have a better plan.

PUBLIC HEARING

Michael Nemec, 3312 Monte Sereno Drive, was sworn. He said he is a member of the Monte Sereno Homeowners Association Board (HOA). He prepared a statement in support of the project. He indicated he has been a resident of Monte Sereno for 12 years and served 11 of those, on the HOA Board. He said he serves with a dedicated group that co-manage the HOA thru five volunteer committees. Their two passions are environmentally appropriate stewardship of the land and architectural excellence. They have an Architect Control Committee and design guidelines that govern that. He said he

has observed over the last five years four of 21 Club, LLC's major projects; the compound of 8 homes; a 9 acre community parcel; the completion of the north loop paved road, infrastructure and landscaping which the proposed project will be located along; the initial road construction building pad preparation, and retaining walls for the enclave, a compound complex of homes along the north loop. The product produced in all of the initiatives were of high quality as reflected in the lot sales, record new home construction, and increased market values. Mr. Nemec said he believes this project will reflect the same level of quality and complement the community and the City.

There being no further public comments, Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Lawrence asked to clarify that the trails designed for approval are internal to the hotel project and not connected to the neighborhood, based on feedback at the ENN.

Mr. Lily said she was correct.

Commissioner Sategna acknowledged the applicant for a great project. He said he appreciates the open space and the applicant's willingness to design compatibly with the topography. He asked in regard to the night sky, what the lighting will look like from the highway.

Mr. Lily explained the only visible part of the site from the highway is north around Tesuque. You cannot look into the site from the Santa Fe Opera location or from the highway. The lighting is minimal because there are smaller parking areas and the streetlights will be low profile, 12-15 feet high rather than 30 feet.

Vice Chair Hogan complimented the applicant on the disbursement of the development instead of concentration into a single building. He also appreciated the preservation of the land. He said he understood that the applicant is open to connecting to the public trail, but that has not been negotiated; or was it that the trail will not connect unless the neighborhood thinks it mutually advantageous.

Mr. Lily confirmed they will not connect without approval of the neighborhood. There is open space to the east which surrounds part of the future development, and a trail was built several years ago that connects to the community parcel. There is not a reason they could not have a trail connection with that part and the applicant is open to discussion. Whatever works best for both parties, but only with the approval of the Monte Serrano community.

Commissioner Clow thought this a good project.

Chair Gutierrez agreed. He liked the savings on water and that the project meets all of the recommendations. He said he would prefer the trails connect to the trail system.

MOTION: In Case #2021-4219, Monte Sereno Master Plan Amendment, Commissioner Sategna moved to recommend approval to the Governing Body. Commissioner Hogan seconded the motion.

MOTION: In Case #2021-3800, Monte Sereno Development Plan, Commissioner Sategna moved to approve, subject to conditions of approval and technical corrections as recommended by staff. Commissioner Hogan seconded the motion.

MOTION: In Case #2021-3801, Monte Sereno Preliminary Subdivision for Phase 4, Commissioner Sategna moved to approve, subject to the conditions of approval and technical corrections as recommended by staff. Commissioner Hogan seconded the motion.

MOTION: In Case #2021-3837, Monte Sereno Variance to Subsections 14-8.2(D) (1) and (D)(2)(b), Commissioner Sategna moved to approve, subject to the conditions of approval and technical corrections recommended by staff. Commissioner Hogan seconded the motion.

VOTE: The motions for all four cases passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

MOTION: Commissioner Sategna moved to approve the findings of fact and conclusions of law In Case #2021-4219, Case #2021-3837, Case #2021-3800 and Case #2021-3801. Commissioner Hogan seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Hogan, Lawrence, Sategna and Chair Gutierrez voting in favor and none voting against.

H. STAFF COMMUNICATIONS

Mr. Berke reported that the Mayor will recommend to the Governing Body for approval another member for the Planning Commission. The proposal will be heard on October 27, 2021. The new Commissioner will be Dan Pava, a former Planning Commissioner, a former planner for LANL and the City of Albuquerque who is a Fellow Certified Planner. Commissioner Clow will move into the District 2 spot and serve that term and Mr. Pava, who lives in District 1, will fill the At-Large position. District 4 will still have a vacant seat.

He said a new senior planner, Daniel Alvarado from Austin Texas, was hired and is in training. John Nunebel will retire December 3, 2021, from his full-time position and will no longer present to the Commission, but will continue part time. They hope to

advertise and fill the full time position by December.

Mr. Berke reported the Governing Body will hear Alexander Estates, Tierra Contenta Phase 3, and an appeal on November 10th for Villa Sendero.

He said there will be a meeting on November 4th of the Commission and asked he be notified if a member could not attend. He reviewed the agenda noting the Georgia O'Keefe Museum and a couple of subdivisions would be heard.

The process is starting to clean up Code in Chapter 14 and will be a three phased approach.

Director Kluck thanked Mr. Berke for his thorough update. He thanked everyone for continuing to work hard on the Commission. He said they are making progress with staffing but are busier than ever.

Chair Gutierrez also thanked staff for their hard work.

Commissioner Lawrence asked what the second meeting in November looked like in cases they needed to consider postponing, since the first meeting has five cases.

Mr. Berke said there are five cases for the first meeting in November. He has reviewed the agenda with Chair Gutierrez. The first case is Tierra Contenta, Phase 2 lot line that is noncontroversial. Also there has not been public controversy on the Grant Avenue Development Plan - the Georgia O'Keeffe Museum or the Otero Street Final Development Plan. There is the W. Alameda rezoning and the final development plan, for Homewise. The development plan might be dropped. And there is the Plaza del Monte Final Preliminary Plan and Subdivision. He said there were a lot of captions, but he thought the Commission was equipped to handle them, and there is room to reschedule. There is no second meeting scheduled for November so if needed, cases can be postponed.

Chair Gutierrez stated that Daniel Pava was on the Commission when he started. He said he will be an asset to the Commission.

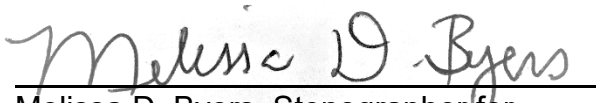
I. MATTERS FROM THE COMMISSION

None.

J. ADJOURNMENT

Chair Gutierrez adjourned the meeting at 7:07 pm.

Submitted by:



Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

Brian Gutierrez, Chair

Findings of Fact and Conclusion of Law.

Planning Commission October 21, 2021

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #21-4219
Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive
Owner/Applicant's Name – 21 Club Holdings LLC.
Agent's Name – Al Lilly

THIS MATTER came before the Planning Commission (Commission) for hearing on October 21, 2021, upon the application (Project) of Al Lilly, agent for 21 Club Holdings LLC (Applicant).

The Applicant seeks the Commission's recommendation of approval to the Governing Body for a Master Plan Amendment to the Monte Sereno Master Plan, allowing for modifications to infrastructure and design standards, on approximately 34.96 acres (Project). The property is located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive (Property) and is zoned PRRC (Planned Residential Resort Community - corresponding to approved master plan).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. At the hearings, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
2. The Santa Fe City Code (SFCC) 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 § 14-3.1(F)(2)(a)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on for hearing on March 25, 2021upon the application in accordance with SFCC 1987 Section 14-3.l(E).
4. Pursuant to SFCC 1987 Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted two ENN meetings. The Applicant conducted one ENN on June 14, 2021, and September 9, 2021. The ENN meetings were conducted virtually via Zoom meeting platform. The ENN meetings were attended by a representative of the Applicant and City staff. The meetings were well attended by the public.

6. On October 21, 2021, the Commission voted to recommend the Governing Body approve Monte Sereno Master Plan Amendment for the Property and adopt written Findings of Fact and Conclusions of Law, subject to certain conditions of approval and technical corrections recommended by City staff (Case #2021-4219).
7. Pursuant to SFCC 1987 Sections 14-3.9(C)(4), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to master plans.
8. 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.
9. Staff recommended that the Commission recommend the Governing Body approve Monte Sereno Master Plan Amendment, subject to the conditions and technical corrections imposed at different review and development stages identified in the Staff Report and in the exhibits to the Staff Report, such as: Prior to recording the Master Plan.
10. SFCC 1987 Section 14-3.9 establishes certain procedures for final subdivision plat approval including, without limitation, a public hearing by the Commission, review of the final plat, and a decision based on the criteria set out in SFCC 1987 Section 14-3.9(D).
11. SFCC 1987 Section 14-3.9(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 recommending approval of an amendment to a master plan to the Governing Body.
12. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Commission finds that all applicable criteria in SFCC 1987 Section 14-3.9(D)(1) have been met.
13. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(a), the Commission finds that the proposed master plan amendment is consistent with the Monte Sereno Development Agreement and the general plan.
14. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(b), the Commission found the master plan is consistent with the purpose and intent of the PRRC zoned district that apply to, or will apply to, the master plan area, and with the applicable use regulations, proposed design standards and development standards subject to Monte Sereno Master Plan Amendment.
15. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(c), the Commission found that the proposed master plan amendment would contribute to the coordinated and efficient development of the community.
16. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(d), the Commission found that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire protection, will be able to accommodate the impacts of the planned development.

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 1987 Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Applicant has the right under the SFCC to propose an amendment to a master plan.
3. The Commission has the power and authority at law and under the SFCC to review the proposed amendment to the master plan and to make recommendations regarding the proposed amendment to the master plan to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission recommended approval of the requested master plan amendment because master plan amendment complied with SFCC 1987 Section 14-3.9(D) *"Approval Criteria"*.

WHEREFORE, IT IS ORDERED ON THE 21ST DAY OF OCTOBER, 2021, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission approves the Master Plan Amendment, subject to conditions of approval and the technical corrections set forth in the Staff Report and the exhibits to the Staff Report.

Brian Gutierrez
Chairperson

10-25-2021
Date:

FILED:

Kristine Bustos-Mihelcic
City Clerk

XIV

10/12/21
Date:

APPROVED AS TO FORM:

Patricia Feghali
Assistant City Attorney

10/22/21
Date:

Packet Material

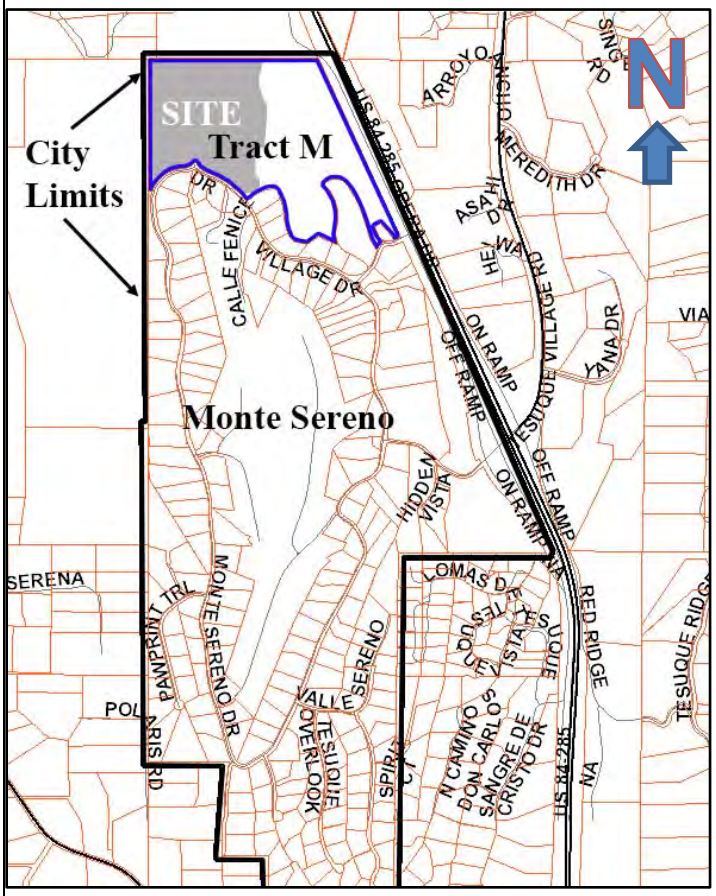
Planning Commission Packet October 21, 2021

Land Use Department
Planning Commission Staff Report

Case No:	2021-4219, 3800, 3801 & 3837
Hearing Date:	October 21, 2021
Applicant:	21 Club Holdings LLC.
Request:	Master Plan Amendment, Development Plan, Preliminary Subdivision, & Two Variances
Location:	located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive.
Case Mgr.:	Daniel A. Esquibel
Zoning:	PRRC (Planned Residential Resort Community)
Overlay:	Suburban Archaeological Review District
Pre-app. Mtg.:	March 25, 2021
ENN Mtg.:	June 14, 2021, and September 9, 2021

Proposal:

Master Plan Amendment Development with Plan Approval to construct 170,000 square feet of new construction for hotel use on approximately 34.96 acres, Preliminary Subdivision for Phase 4 to create 70- lots and variances to Terrian Management and Street Design.



Case #2021-4219. Monte Sereno Master Plan Amendment. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests Master Plan Amendment to include infrastructure and design elements for the Hotel Use. The Property is approximately 34.96 acres and zoned PRRC (Planned Residential Resort Community), located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

Case #21-3800. Monte Sereno Development Plan. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests development plan approval to construct 170,000 square feet of new construction for hotel use. The Property is approximately 34.96 acres and zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, request preliminary subdivision approval to create a 70-lot/Tract subdivision on Tract M containing approximately 168.27 acres. The subdivision would create 60 hotel unit lots containing a gross total of approximately 19.6 acres, 1 hotel amenities lot (Tract A-1) containing approximately 3.68 acres, 8 open space Tracts (A-2, A-3, A-5 thru A-7, A-9 thru A-11) containing approximately 11.68 acres, and the balance of Tract M containing 133.32 acres. The Property is zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b). Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests a variance to Subsections 14-8.2(D)(1) and (D)(2)(b), Terrain and Stormwater Management, for road construction within the project for the resort casitas. The Property is zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

I. RECOMMENDATION

The Land Use Department recommends **APPROVAL** with the conditions of approval as outlined in this report. The Applicant agrees with all conditions.

Eight motions will be required for this project:

- Recommend *approve/deny* Case #2021-4219 - Monte Sereno Hotel Master Plan and Design guidelines to the Governing Body.
- *Approve or deny* Case #2021-3800 - Monte Sereno Hotel Development Plan subject to the conditions of approval and technical corrections recommended by staff Case #2021-3800.
- *Approve or deny* Case #2021-3801 - Monte Sereno Hotel Preliminary Subdivision subject to the conditions of approval and technical corrections recommended by staff #2021-3801.
- *Approve or deny* Case #2021-3837 - Monte Sereno Hotel Variance to Subsections 14-8.2(D)(1) and (D)(2)(b) subject to the conditions of approval and technical corrections recommended by staff Case #2021-3837.
- *Approve or deny* the Findings of Fact and Conclusions of Law for Case #2021-4219 as shown on Exhibit C.
- *Approve or deny* the Findings of Fact and Conclusions of Law for Case #2021-3800 as shown on Exhibit C.
- *Approve or deny* the Findings of Fact and Conclusions of Law for Case #2021-3801 as shown on Exhibit C.
- *Approve or deny* the Findings of Fact and Conclusions of Law for Case #2021-3837 as shown on Exhibit C.

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval:

Table 1 Conditions of Approval

#	Condition of approval	Dept/Division	Completed By:
1	The Applicant will shall include bicycle parking per Chapter 14 SFCC 1987 "*TABLE 14-8.6-3: General Off-Street Bicycle Parking."*	Land Use Department	Prior to filing the Master Development Plan Amendment
2	A plan and profile plan set of the sewer collection system for this project is required.	Wastewater Division	Prior to Sign Off for Development Plan.
3	The Wastewater Division requires an analysis and report for the low-pressure sewer system to be performed by E-One. The analysis of the system shall include the existing off-site four (4) inch line that the Development connects to down to lift station 2		
4	Address all Wilson & Company, Inc., comments.	City Traffic Consultant	Prior to filing the Master Development Plan Amendment

The project will also be subject to the technical requirements listed in Exhibit A.

III. EXECUTIVE SUMMARY

21 Club Holdings LLC (Applicant) requests approval of a Master Plan Amendment to allow for infrastructure and design elements to accommodate a Development Plan and Subdivision for the hotel use within Monte Sereno on approximately 36.5 acres (Project).

Monte Sereno is zoned as a Planned Residential Resort Community (PRRC) within the City of Santa Fe.

> ***14-4.3(J) PRRC Planned Resort-Residential Community District***
> *PRRC Planned Resort-Residential Community District*
> *(1) Purpose*
> *The purpose of the planned resort- residential community district is to provide for the comprehensive and coordinated planning of large-scale resort- residential developments that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities and building types within the range of the economic market the development proposes to serve.*

Monte Sereno was annexed into the City in 1985. The revised Master Plan, Preliminary plat and Preliminary Development Plan were approved by the City on October 21, 1992. The approved plans included up to a 322-lot single family subdivision and a 250-room hotel to be located on the Property.

The Monte Sereno Annexation and Development Agreement (Development Agreement) states:

- *2.20 Hotel: A resort hotel consisting of up to; but not more than, 250 units (which units may be located in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.*
- *2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's and related resort amenities.*
- *"Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for the Hotel Site and Cluster Sites to take account of changes in the market or the needs and desires of a particular hotel developer or operator...The Hotel Site may be under single or multiple ownership so long as it is under common management."*

The Applicant is requesting a master plan amendment, with development plan and preliminary plat approval to amend the previously approved hotel design. The new design is a change from the traditional vertical hotel to a resort casita village. The resort includes a club house, bar and grill, fitness facility, sales and administration offices, and outdoor recreation facilities. The previously planned hotel rooms are proposed as casitas with two units each spread out over 60 resort lots. The new design reduces the total number of hotel rooms from 250 to 120 rooms (a reduction of 48% or 130 units). The subdivision separates the casitas, clubhouse, open space, and balance of the Monte Sereno future development areas for a total of 70 lots. The development plan identifies a gross square footage of 167,000 square feet for the construction of the resort casitas, recreation areas, storage areas, and village.

The Planning Commissions review of the master plan requires a recommendation of approval or denial to the Governing Body. The subdivision and development plan require the Planning Commission's approval or denial of the Applications.

The Applicant has complied with Subsections 14-3.1(E) *"Pre-Application Conferences",* 14-3.1(F) "*Early Neighborhood Notification Procedures*" and 14-3.1(H) *"Notice Requirements".*

Staff's analysis finds that the Applicant has addressed the necessary findings per Subsection 14-3.9(D) "*Approval Criteria and Conditions*" (Master Plans), 14-3.8(D) "*Approval Criteria and Conditions*" (Development Plans) and 14-3.7 (C) "*Approval Criteria*" (Subdivisions). Staff recommends ***APPROVAL*** subject to conditions identified in Section II *"Conditions of Approval"* of this Report.

IV. SITE ANALYSIS

In 1985, Monte Sereno was annexed into the city. Thereafter, the owner of Monte Sereno at that time (Tano Santa Fe) sued the City over the City's denial of its development applications. In 1992, a settlement was reached between the parties and incorporated into a Consent Decree. The Settlement Agreement provided that the City approve a revised master plan, preliminary subdivision plat and preliminary development plan. The City Council approved the plans as required by the Settlement Agreement in 1992. The Settlement Agreement also provided that the City approve the Annexation and Development Agreement which governs the project which was approved by the City Council in 1993.The following sections of the Development Agreement that apply to this project are:

1. DEVELOPMENT AGREEMENT SECTION *"2.17 <u>The final development plan</u>: The final development plan showing the infrastructure and other improvements approved for construction on the Hotel Site and Cluster Housing sites to be prepared by Developer in conformity with this Agreement and the Applicable Regulations."*
2. DEVELOPMENT AGREEMENT SECTION *"2.20 Hotel: A resort hotel consisting of up to, but not more than, 250 units (which units may be located in a single structure or multiple structures). accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site."*
3. DEVELOPMENT AGREEMENT SECTION "3.5 *<u>Hotel Site and Cluster Site Plans</u>: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development for the hotel site and cluster sites shall take account of changes in the market or the needs and desires of a particular hotel developer or operator. Under this circumstance, a revised preliminary development plan shall be submitted to the city for processing, and it shall be approved provided it substantially conformed to the applicable regulations. The hotel site may be under single or multiple ownership so long as it is under common management."*
4. DEVELOPMENT AGREEMENT SECTION *"4.5 <u>Curb, Gutter, and Sidewalks</u>: The City will grant variances from the curb and gutter requirements of the Santa Fe City Code wherever construction of curb and gutter is not needed for surface drainage control. The parties shall mutually agree on stabilized base coarse, asphalt or other pedestrian facilities in lieu of concrete sidewalks."*

Tract M of the Monte Sereno Subdivision property is currently vacant and is approximately 168.27 acres in size. The Application request (Project) will take up approximately 34.96 acres of Tract M. Tract M will be divided as follows:

- Village = 3.68 acres,
- 60 lots = 19.6 acres,
- (8 lots) open space = 11.68 acres, and
- Balance of Tract M = 133.32 acres.

The Project is located at the northwest portion of Tract M, west of Highway 285, North of Tano Road at 4000 Monte Sereno Drive (no assigned address), zoned PRRC (Planned Residential Resort Community) and located within the Suburban Archaeological Review District. The City granted Archaeological clearance on December 17, 2007.

The master plan amendment Application is a request to outline a phased development process for the construction of the hotel use and supporting design and infrastructure which include:

- Casita Design standards,
- Subdivisions and subdivision phases,
- Infrastructure, and
- Open space.

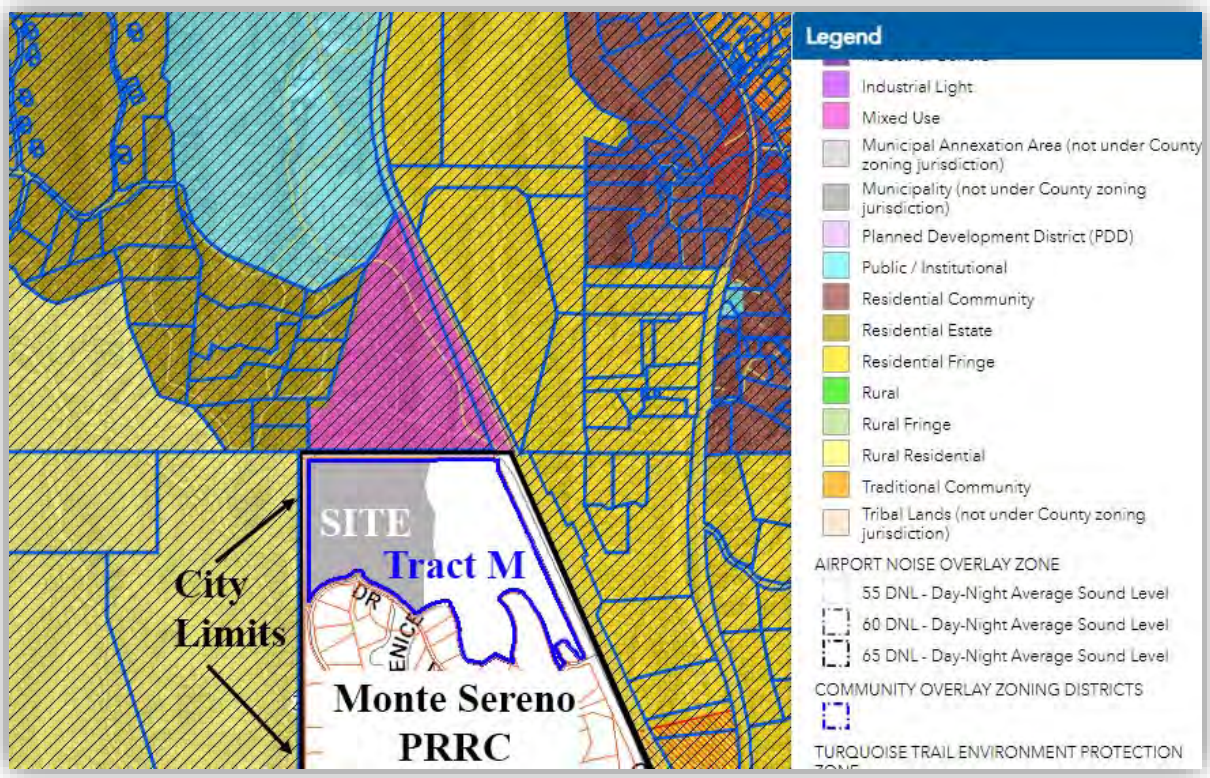
a) Adjacent Properties

Monte Sereno is bordered by the Municipal/County boundary.

Table 2 Adjacent Zoning

Direction	Zoning
North	County Jurisdiction: Zoning is Mixed Use
Northwest	County Jurisdiction: Zoning is Residential Estates (1 dwelling per 2.5 acres)
South	Monte Sereno Phase 4 City Jurisdiction: Zoning is PRRC (Per Master Plan)
East	County Jurisdiction: Zoning is Residential Fringe (1 dwelling per 5 acres)
West	County Jurisdiction: Zoning is Rural Residential (1 dwelling per 10 acres)

Figure 1 Adjacent Zoning



b) Proposed Structures

The resort village buildings are located on Tract 1-A of the hotel subdivision while the hotel casita guest room will be located on the subdivision lots. Development on Tract A-1 consists following facilities:

Table 3 Proposed Structures

Facilities	Height	Square Footage
Fitness/Spa	35’	3,100
Bar and Grill Clubhouse (Bar & Grill, Retail and Administrative Office)	35’	8,500
Casitas	24’	Range between 1,900 and 2,500
2 Storage Structures	18’	2000 and 4000

The structures have a soft contemporary Santa Fe style architecture which matches the architecture within Monte Sereno.

Figure 2 Structure Design



Chapter 14 SFCC 1987, "TABLE 14-7.3-1: Table of Dimensional Standards for Nonresidential Districts" states:

> *Note 9 - In the PRC and PRRC districts, development standards shall correspond to the approved master plan as provided in Subsections 14-3.9(C)(3) and 14-3.8(C)(3).*

The design guidelines address City code standards such as site design, architecture, lighting, landscaping, water consumption and fire protection (reference Exhibit E *"Applicant Submittals"*). However, some design standards need additional detail and are too vague. Vague design standards have been addressed in Exhibit A "Technical Corrections".

c) Open Space and Trails

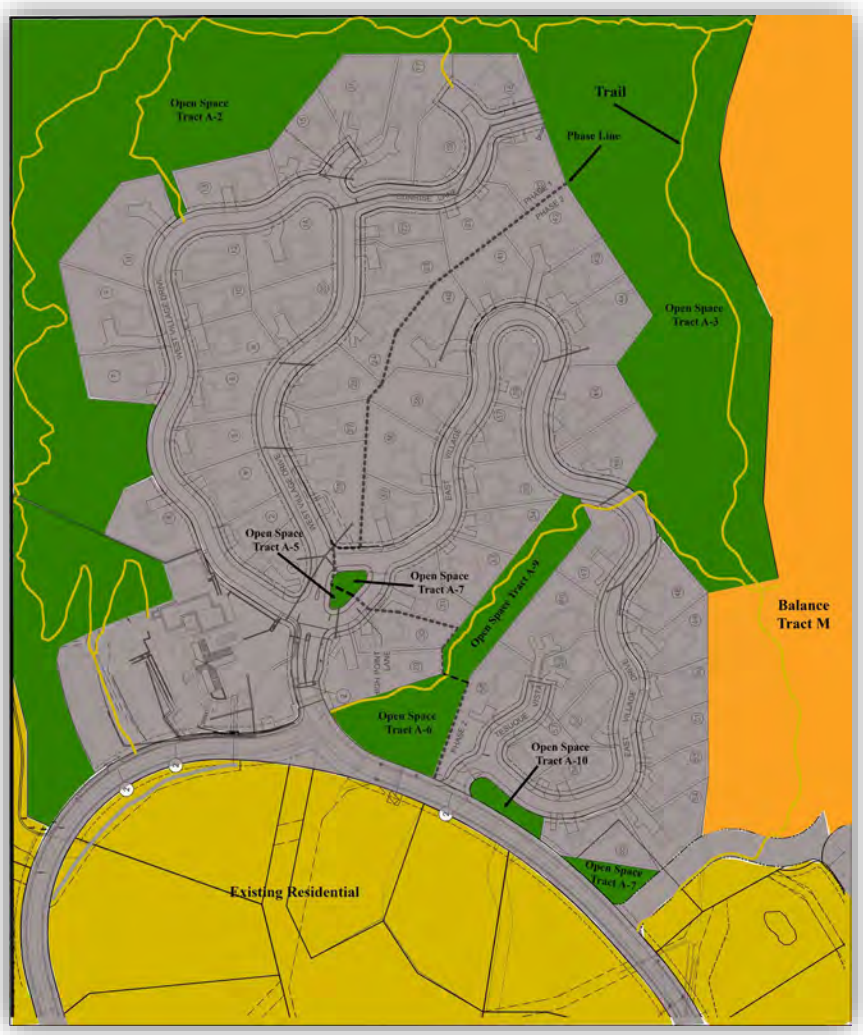
The Project will include approximately 11.68 acres of open space with integrated trails. The Development Agreement states:

b. Tano agrees to provide trail easements for all trails established within Tano Santa Fe.

c. Trail easements will initially be dedicated by Tano to the Tano Santa Fe Homeowners Association. They shall subsequently be dedicated, upon request by the City, to the City for ownership and maintenance.

d. Until such time as the trail system within Tano Santa Fe is dedicated to the City, Tano agrees to pay park and open space impact fees according to the schedule established by the City Impact Fee Ordinance in effect as of September 1992. The City shall provide a rebate for prepaid park impact fees upon dedication of the trail system to the City and the City's acceptance of the system.

Figure 3 Open Space and Trails



d) Use and Bicycle Parking

The standard parking requirement for a hotel use is one parking space for each bedroom. The Applicant is proposing two-bedroom casitas per lot, requiring a total of 120 parking spaces at 2 parking spaces per casita/lot.

Normally the parking standards would also accommodate the hotel amenities. However, because the hotel is separated from the guest rooms requiring parking accommodation for the guests, the following parking standards will also apply:

Village Structure 1 space per 200 square feet of net leasable area.
11,600sqft = 58 parking spaces

- Fitness Center
- Bar and Grill
- Club Facility
- Retail
- Administration

The total required parking per Chapter 14 SFCC 1987 is 178 parking spaces. The Project is providing 217 parking spaces, which complies with Chapter 14 SFCC 1987 "*Exhibit A - Table 14-8.6-1 Parking and Loading Requirement."*

Bicycle parking was not addressed in the Application. The Applicant will shall include bicycle parking per Chapter 14 SFCC 1987 "*TABLE 14-8.6-3: General Off-Street Bicycle Parking."*

e) Access and Traffic

The project will have ingress and egress off Village Drive and Monte Sereno Drive (40' public Right-Of-Ways). There are five access points into the project:

1. The Main entrance into the subdivision identified as "Main Road" (38' wide private right-of-way),
2. Tesuque Vista 38' wide private right-of-way 38' wide private right-of-way (38' wide private right-of-way), and
3. Three Driveway entrance into the Village Tract into the parking area:
    a. Two off Monte Sereno Drive (38' wide private right-of-way)
    b. One off of West Village Drive (38' wide private right-of-way)

The Applicant submitted a traffic impact analysis (TIA) to the City's Traffic Division for review. The TIA identified that there will be no impact to the surrounding roadways. The Traffic Division required no road improvements.

- *The TIA references improvements to the barrier wall at Village Drive between Opera and 285:*

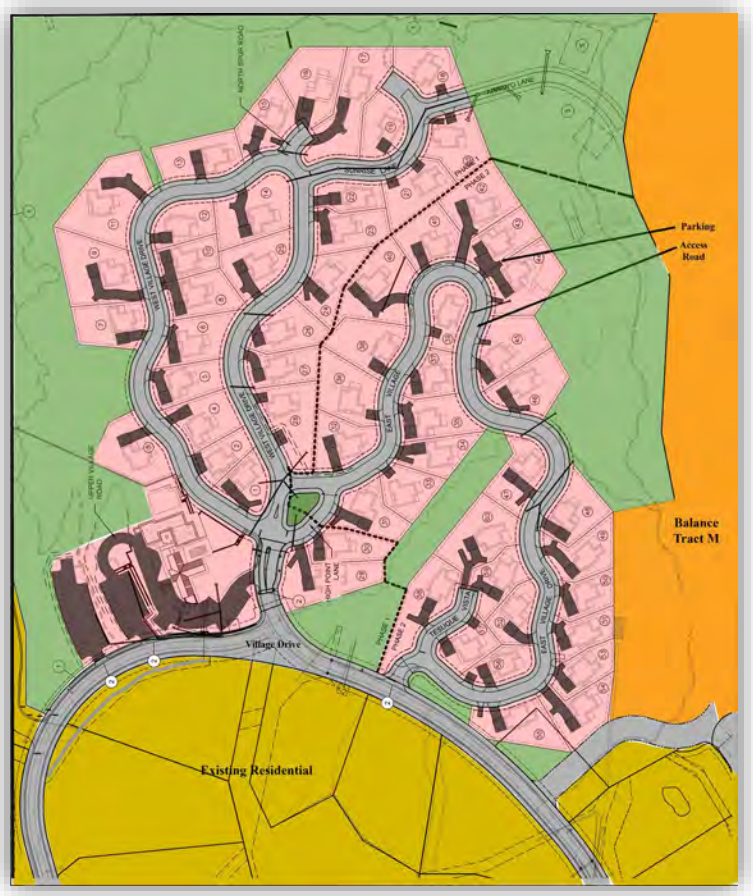
    "As proposed by the Developer, the height of the barrier wall between Opera Drive and US 285, opposite of the entrance, will be raised approximately three feet. A MUTCD/DOT Type 4 Object Marker should be placed on the wall to warn drivers of the end of Village Drive." Plans are not included in the submittal.

- The TIA recommends construction of a northbound left-turn deceleration lane at Opera

Drive/Village Drive. The turn lane is not included in the development plans.

Traffic comments can be found in Exhibit B.

Figure 4 Parking



f) Terrain Management and Landscaping

The property contains natural slopes between 20 and 30%. Terrain Management will be adhered to for all structures. The Applicant is requesting variances, per the Development Agreement, for road construction.

1993 Annexation and Development Agreement Between Tano Santa Fe Partners And The City Of Santa Fe

4.4

Terrain Management Regulations: Terrain management variances shall be granted in connection with the construction of streets and roads within the Project as more fully discussed in paragraph 5.5.1 of this Agreement. The City shall be under no obligation, however, to grant terrain management variances in connection with the construction of houses and other structures on Residential Lots.

5.5.1(a)

wherever in the Project engineering standards for roadway construction conflict with the terrain management requirements of the Applicable Regulations, considerations of terrain shall have priority and engineering standards shall be modified consistent with sound engineering safety design criteria (e.g., lower design speed) a so that a rural road design may be maintained, meeting terrain management requirements as much as possible.

5.5.1(b)

Where terrain leaves no reasonable alternatives, the construction of the Project Road network shall be allowed to exceed terrain management requirements (and variances shall be granted) for encroachment into natural slope, grade, or cut-and-fill in order to facilitate development of a coherent and well-integrated rural roadway network. The City has determined that these variances can be granted within the limits of safe engineering design criteria.

5.5.1(d)

The City waives curb and gutter requirements for roadway construction whenever curbs and gutters are not needed for surface drainage control. The parties shall mutually agree upon stabilized base coarse, asphalt, or other pedestrian facilities in lieu of concrete sidewalks.

The property is heavily vegetated with evergreen trees. The Applicant has advised Staff that they are not planning to mass grade the project area, but rather target specific areas designated for development. A tree inventory of significant trees will need to be included for all graded areas.

Technical corrections for terrain management and landscape plans have been included as technical corrections in Exhibit A and required prior to filing the development plan.

Technical Review Division comments for terrain management and landscaping can be found in Exhibit B.

Figure 5 Existing Vegetation



g) Utilities

The proposed development will connect to city services for water and sewer. Wet and dry utilities will be extended into the project accessible off Village Drive.

The annual water budget proposed for the project is 33.31-acre feet. The Applicant will be required to offset water demand at the time of building permit.

Water Resources Division provided one Condition:

> *Required to submit a water budget for their subdivision as well as a separate landscape water budget (the landscape water budget component is calculated by averaging the 3 years usage). The amount used for year 1-2 for establishment of landscape and estimated usage for 3rd year thereafter which normally goes down. We take the average for those for the landscape water budget.*

Water Resources Division and Wastewater Division comments can be found in Exhibit B.

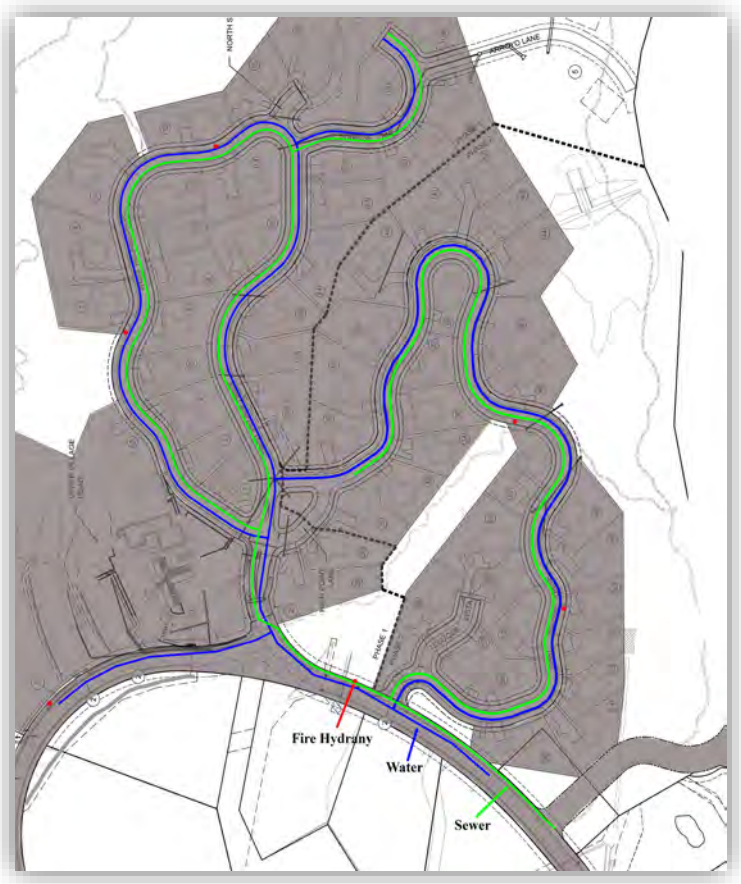
h) Fire

The Applicant will provide six hydrants.

- Two off Village Drive,
- Two off East Village Drive, and
- Two off West Village Drive.

The Fire Marshal has provided standard comments, which can be found in Exhibit B.

Figure 6 Water and Sewer



V. MASTER PLAN

The Applicants has provided a two-phase master plan amendment for the hotel project. The proposal provides for less than 250 rooms, in multiple structures, and will likely involve multiple ownership. However, the resort will be under single management and subject to planned resort development regulations and covenants. The objective of the master plan is the "creation of hotel casita/guest room lots for sale to investors, and to provide design guidelines for hotel casitas/guest rooms and village structures.

Table 4 Approval Criteria– Master Plan (Section 14-3.9(D)(1))

Criterion 1: the master plan is consistent with the general plan;	**Criterion Met:** (Yes/No/Conditional) **YES**

The Applicant response states:

> *This Master Plan Amendment aligns with General Plan Themes and Policies, such as balancing nature resource protection, conservation of water and reduction of water use by downsizing the hotel, maintaining and respecting Santa Fe's unique personality, sense of place and character, provides a mix of lands uses and streamlines the planning development review process. Furthermore, the General Plan Land Use Framework includes the following elements: Mix of Uses in All New and Existing Neighborhoods, Protection of Natural Resources and the Environment, Minimal Impacts on Congested Streets, and Commercial Development located away from Arterials.*

The master plan amendment provides the ability for long term phasing and design guidelines. The proposed hotel in line with the following development plant agreements:

- *2.20 Hotel: A resort hotel consisting of up to; but not more than, 250 units (which units may be located in a in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.*
- *2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's and related resort amenities.*
- *"Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for the Hotel Site and Cluster Sites to take account of changes in the market or the seeds and desires of a particular hotel developer or operator...The Hotel Site may be under single or multiple ownership so long as it is under common management."*

Staff's concurs with the Applicant's analysis for criterion 1 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(a).

Criterion 2: the master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;	**Criterion Met:** (Yes/No/Conditional) **YES**

The Applicant has addressed Criterion 2 stating:

> *"The stated purpose of the PRRC District in §14-4.3(J)(1) is "…to provide for the comprehensive and coordinated planning of large-scale resort- residential developments that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities and building types within the range of the economic market the development proposes to serve."*

Staff's concurs with the Applicant's analysis for criterion 2 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(b).	
Criterion 3: development of the master plan area will contribute to the coordinated and efficient development of the community; and	**Criterion Met:** (Yes/No/Conditional) **YES**
The Applicant has addressed Criterion 3 stating: *The subject land area (Resort tract) makes efficient use of existing infrastructure and represents the final phase of development within Monte Sereno master-planned community, as contemplated in the A&D.* The Master Plan includes provisions for pedestrian and vehicular connectivity to the surrounding area. In addition, the subject land area makes efficient use of existing infrastructure and represents the Hotel phase of development within the Monte Sereno master-planned community, as contemplated in the original vision of the master plan, and Development Agreement. Staff's concurs with the Applicant's analysis for criterion 3 and the application is in line with the development plan Agreement and satisfies master plan criterion required by Subsection 14-3.9(D)(1)(c).	
Criterion 4: 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 planned development.	**Criterion Met:** (Yes/No/Conditional) **YES**
The Development Review Team (DRT) has reviewed this proposal in accordance with the Development Agreement and City Code. The review of the proposal identified that the Project's proposed streets, sewer lines, water lines, and fire protection will not adversely impact City resources. City resources will be able to accommodate the impacts of the planned development. Conditions of approval and technical corrections have been incorporated into the recommendation to the Planning Commission for review and approval. Staff's analysis of the project identifies that the Applicant has satisfied both the master plan criterion required by Subsection 14-3.9(D)(1)(d) and the Project application is in line with Development Agreement.	

VI. SUBDIVISION

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 report and recommendations and require any changes deemed advisable and the kind and extent of improvements to be made by the subdivider".

Table 5 Approval Criteria (§ 14-3.7(C)(1))

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/Conditional) **YES**
An Archaeological Clearance has been issued for the property by the city (reference Exhibit C). The DRT has reviewed the Application with due regard for vegetation, watercourses, archeological sites, and similar community assets in the area, including a trail connection. Staff's analysis based upon City review finds that the Applicant has satisfied criterion 1 for Preliminary Plat approval and is in line with the Development Agreement.	
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/Conditional) **YES**
The proposed preliminary platted lots of the subdivision do not lie within a 100-year flood zone. The Applicants proposed design has been reviewed by the DRT in conjunction with the City Code. The findings of the DRT Review, identify that the proposed development would not endanger health, safety or welfare aggravate erosion or flood hazard and is suitable to be platted. Staff's analysis finds that the Applicant has satisfied criterion 2 for Preliminary Plat approval and is in line with the Development Agreement.	
Criterion 3: All *plats* shall comply with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements and Dedication Standards).	**Criterion Met:** (Yes/No/Conditional) **YES**
The proposed preliminary plat identified the location of existing and proposed roadway improvements and wet and dry utilities, as is required for the preliminary plat. However, the Application for the final plat is required to comply with relevant conditions of approval and technical corrections for the preliminary plat as part of the final plat review that will further satisfy this approval criteria. The proposed preliminary subdivision plat complies with the standards of Chapter 14, Article 9 (Infrastructure Design, Improvements, and Dedication Standards) and Development Plan Agreement. Staff's analysis finds that the Applicant has satisfied criterion 3 for Preliminary Plat approval and is in line with the Development Agreement.	

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/Conditional) **YES**
There are no existing nonconformities. The variances requested for this subdivision are in line with the Development Agreement. Approval of the proposed subdivision would not create nonconformities under city regulations as the requested variance is compliant with the Development Agreement.	
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/Conditional) **YES**
No existing non-conformities exist on the subject property.	

VII. 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 14-3.8(D))

***§14-3.8(D)(1)(a)- that it is empowered to approve the plan under the section of Chapter 14 described in the application*;**	Criterion Met: (Yes/No/conditional) **YES**
Santa Fe City Code (SFCC) Subsection 14-2.3(D)(1) authorizes the Planning Commission to review and approve or disapprove development plans and subdivision plats. Subsection 14-3.8(B) requires approval of a development plan for projects with a gross floor area of thirty thousand feet or more. The City's Development Review Team has reviewed the application requiring minor technical correction prior to a filing. The application complies with City Code subject to conditions and technical corrections.	
§14-3.8(D)(1)(b)- that approving the development plan will not adversely affect the public interest	Criterion Met: (Yes/No/conditional) **YES**
The term *"Public Interest"* is not specifically defined in Chapter 14; however, the Governing Body has implemented the General Plan as stated in Subsection Section 14-1.3 (General Purposes). The resulting ordinances establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest from within the municipality. Staff has reviewed the proposed development plan application in accordance with these ordinances. Subject to staff recommended conditions of approval, the proposed development plan application complies with minimum standards of Chapter 14 SFCC and would not adversely affect the public interest.	
14-3.8(D)(1)(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.	Criterion Met: (Yes/No/conditional) **YES**

The proposed hotel buildings have a soft contemporary Santa Fe style architecture which matches the architecture within Monte Sereno.

The Project is in line with the Development Agreement.

VIII. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

Subject to the development agreement:

> *"4.5 Curb, Gutter, and Sidewalks: The City will grant variances from the curb and gutter requirements of the Santa Fe City Code wherever construction of curb and gutter is not needed for surface drainage control. The parties shall mutually agree on stabilized base coarse, asphalt or other pedestrian facilities in lieu of concrete sidewalks."*

IX. EARLY NEIGHBORHOOD NOTIFICATION

The Applicant conducted two ENN meetings one on June 14, 2021, and September 9, 2021. Both ENN meeting were well attended, Concerns raised at both meeting identified:

- Construction traffic (Addressed at the ENN)
  - The Applicant said they would limit and direct traffic to the new entrance (Village Drive).
- Hotel traffic (addressed at the ENN)
  - The Applicant said they would limit construction traffic to the new entrance (Village Drive).
  - The Applicant said that Signage will also be placed to guide hotel visitors.
- Employee parking too far from the facilities (resolved by the Applicant)
  - The Applicant said the Employee parking was originally east of the main facility at the village. The employee parking was moved at the resort village site.

X. EXHIBITS:

EXHIBIT A: Technical Conditions

EXHIBIT B Development Review Team (DRT)

1) Traffic Engineering, City Consultant, Wilson & Company, Inc., Engineers & Architects
2) Technical Review Division Terrian Management, and ADA, Dee Beingessner
3) Technical Review Division (Landscaping), Lawrence Rivera
4) Water Recourses, Patricio Pacheco
5) Wastewater Division, Stan Holland
6) Fire Department, Geronimo Griego
7) Environmental Services Division, Eric J. Lucero

EXHIBIT C: Findings of Fact and Conclusions of Law

1. Case #2021-4219 - Monte Sereno Hotel Master Plan
2. Case #2021-3800 - Monte Sereno Hotel Development Plan
3. Case #2021-3801 - Monte Sereno Hotel Preliminary Subdivision
4. #2021-3837 - Monte Sereno Hotel Variance to Subsections 14-8.2(D)(1) and (D)(2)(b)

EXHIBIT D: Maps and Photos

1) Figure 1 Adjacent Zoning
2) Figure 2 Structure Design
3) Figure 3 Open Space and Trails
4) Figure 4 Parking
5) Figure 5 Existing Vegetation
6) Figure 6 Water and Sewer

EXHIBIT E Development Agreement

EXHIBIT F: Applicant Submittals

1) Application
    a. Master Plan
    b. Design Guidelines
    c. Subdivision
    d. Development Plan

APPROVED AS TO FORM:

Title	**Name**	**Initials**
Interim Land Use Department Director	Jason Kluck	jmk
Land Use Current Planning Planner Manager	Noah Berke	NLB
Land Use Department Case Manager	Dan Esquibel	DAE

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT A

Technical Conditions

EXHIBIT A
Technical Corrections
Cases #2021 - 4219, 3800, 3801 & 3837
Master Plan Amendment, Development Plan and Subdivision,

	Technical Corrections of approval	Department	To be completed by:
1	Include a parking detail on the Development plan sheet identifying parking size and width for all parking.	**Land Use Current Planning**	**Prior to filing the Master Plan and Development Plan**
2	Correct road name "*Tesuuque Vista*"		
3	Correct all lot lines on the development Plan		
4	Correct *"High Point Lane"* Text. The text is not referring to anything.		
5	Parking shall comply with Chapter 14 SFCC 1987 "*Exhibit A - Table 14-8.6-1"Parking and Loading Requirements"* for Parking Space Layout and Dimensional Standards		
6	No parking shall overhang onto sidewalks or roadways		
7	The design guidelines shall include a note identifying required parking per Chapter 14 SFCC 1987 "*Exhibit A - Table 14-8.6-1"Parking and Loading Requirements"* for hotels.		
8	Design guidelines shall provide setbacks and building separation for swimming pools, hot tubs, sundecks at the resort village and fire pits / fire features		
9	Noise shall include minimal and maximum dBA standards pursuant to the City Code 10-2.5 - Zone district noise levels; maximum; correction for a PRRC District.		
10	A note in the guidelines identifying that the casitas are commercial structures used for a hotel use for transient occupancy only and not to be used as residential structures for residential use.		
11	Identify loading zones on the Development Plan for the project per 14-8.6(D) Loading Standards.		

12	Correct square footage values: Development Plan identifies 167,000 sq. ft, sum of buildings identifies 170,700 sq. ft., caption 170,000 sq. ft..		
13	Terrain Management Report should discuss existing stockpile and plans for the distribution of this material, or if it is to remain in place, the plans for proper compaction.	Technical Review Division Terrian Management, and ADA	**Prior to recordation**
14	It appears that some house pads and driveways are shown to be located on the fill slopes adjacent to the roadway. Please explain this transition for the future structures to be built.		
15	Label existing contour elevations on detailed grading and drainage plans (Sheets C-302 through C-308) Some are shown but too sporadically.		
16	Additional red line comments will be made on the plans and submitted for changes.		
17	Development shall comply with the most current requirements of the American with Disabilities Act (ADA). Place a note on the Plan to reflect this condition.		
18	Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process.		
19	Include dimensions ADA parking spaces and aisles on the parking lot ADA details sheet. Show detectable warning installations on ramps or other areas where the path of travel will cross a vehicular path.		
20	Remove references to Handicap (or HC) for ADA.		
21	Proposed project shall comply with 2015 IBC R-1 occupancy class and shall provide (4) Accessible units, (3) without roll in showers (1) with a roll in shower. All other units shall be Type B. All proposed units will be required to have an accessible route from the site arrival point and a pedestrian route to all resort amenities. At this time the proposed Development plan indicates 60 total units. In the future, if subdivision of the property into individual sellable lots is proposed, a development plan		

	amendment would be required since this would change the requirements of 1107.6.1 For Accessible units. More than 50 units per owner would be required to meet table 1107.6.1.1 Accessible Dwelling units and sleeping units. If less than fifty, the type B requirements would be limited to units or Buildings with more than four units.		
22	Approval Comments: 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. 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 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.		
23	Sheet V-110/1 of 5. Provide standard drainage facilities maintenance note referencing Article 14-8.2(K). Can probably use the same note on the Development Plan. Add sentence to note #3 stating ponds are to drain within 24 hours as per Article 14-8.2(D) (4) (c) (ii).		
24	Sheet L-100. Delineate limits of existing fill located on the site. Provide explanation of the status or the intent of this fill. How many trees were removed in the filled area?		
25	Sheet C-101. Delineate limits of existing fill located on the site.		
26	Sheet C-101A. Delineate limits of existing fill located on the site. Show location of proposed ponds out of 30% slopes. Remove note which states; Building pads are shown for feasibility only.		
27	Sheet C-103. Label the proposed crown and bar ditch on the typical road sections. Reference detail sheets for stone check dam, guard rail, keystone retaining wall and curb and gutter.		
28	Sheet C-104. The depth of the lip of the curb should be 6 3/4" instead of 6", unless it is going to be located in the medians. Provide total height of the concrete header curb.		
29	Sheet C-201. Label sanitary sewer manholes, sewer flushing stations, storm sewer manholes and water valves. They should not be located in fillets, valley gutters or curb and gutter. Provide plan and profile sheets for sanitary sewer and water lines.		
30	Sheet C-202. Same as item #7.		
31	Sheet C-203. Same as item #7.		
32	Sheet C-300. Provide explanation of the status or the intent of the existing fill. Does not appear to be considered in cuts and fills. Provide soils and drainage report.		
33	Sheet C-301. Label proposed curb and gutter, storm sewer manholes and culverts. Provide detail/section of each pond.		
34	Sheet C-302 through sheet C-308. Label existing contour elevations, storm sewer manholes		

	and CMP's. Indicate grading limits and location of utility easement.		
35	Sheet C-400. Label installation of CMP's on plan and profile.		
36	Sheet C-402. Show end of proposed CMP on Arroyo Lane profile view.		
37	Sheet C-600 through sheet C-609. Label size and type of storm sewer on plan and profile. Label the construction of storm sewer structures on plan and profile.		
38	Provide mulch material descriptions: type, size, quantity, and depth. Mulch to be 2"minimum thickness over weed barrier.	Technical Review Division	Prior to permit review
39	14-8.4(F)(2)(h) new plant material shall be mulched to a minimum depth of two (2) inches and the mulch renewed yearly or as needed. Mulch may be of organic or inorganic material.		
40	Provide a professional landscape irrigation design with details of backflow preventer in a Hotbox, controller, electric drip valve, valve box assembly, end flush cap, and emitter placement. Following COSF code in 14-8.4 (E) (4) and Landscape Irrigation Design Standards City of Santa Fe.		
41	COSF Code 3.19.1 requires landscape irrigation plans for large projects not to exceed 20 scale, 1 inch equals 20 feet.		
42	A water level measuring device with zero set at finish grade located at the center of each pond is required.		
43	A security fence around ponds three feet and deeper with a maintenance gate is required.		
44	Note on plan: "All disturbed areas shall be restored per COSF Code 14-8.2(D)(5)".		
45	Provide on native seeding plan seed mix rate, and irrigation description. Please note soil amendment and scarification, ripping, and or rototilling.		
46	Provide irrigation to all revegetation native seed areas. (Per COSF Code 14-8.2 D(5)(c) Seeded areas shall be graded two inches (2") below top of concrete curbs and sidewalks. Add a heat treated compost material one inch (1") depth to all seeded areas. Disk or rototill soil and amendments 4-6" depth. Grade prepared soil level removing all stones ¾" and larger. Sowing shall be accomplished by drill seeding, Hydro-seeding, or by hand raking into the soil. Mulch is to be used at the rate of two tons per acre and tucked with a disk or anchored with a tackifier or by Hydro-seed, the slurry is to contain mulch and tackifier as recommended by the		

	manufacturer. Slopes of 3:1 and greater shall be seeded by hand raking into soil or by the use of a hydro-seeder. Install erosion control fabric or matts on all fill slopes greater than a 3:1. All seeding shall is to be done between May 15 and August 15. - A one year Warrantee shall be provided by the contractor. A 70% germination rate equal to the surrounding native pristine landscape is required.		
47	Provide lawn type and seed mix percentage, note sod or seed.		
48	Provide a Cistern design with details including the connection to the irrigation system.		
49	Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.		
50	Staff reserves the right to require additional submittals upon receiving revisions.		
51	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)		
52	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)	**Fire Prevention**	**At the time of any new construction or remodel**
53	Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads.		
54	Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2015 section 503.1.1)		
55	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.		
56	Shall have water supply that meets fire flow requirements as per IFC (Appendix B)		
57	Shall comply with Section D102.1 Access and Loading (75,000 lbs).		
58	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)		
59	Shall comply with IFC 2015 Section D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.		
60	Shall comply with IFC 2015 Section D103.5 Fire apparatus access road gates.		

61	Shall comply with Section D106 Multiple-Family Residential Developments.		
62	Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.		
63	"hotel' use with a clubhouse bar and grill, there should be a plan for refuse collection.	**Environmental Services Division**	**Development Plan**
64	On page 2 of the Development Report, it states "there are 120 resort units located in 60 resort casitas". Please clarify the difference between a resort unit and resort casitas and which of these was used in the sizing of the pipe for the low-pressure system.	**Public Utilities/Wastewater**	**Prior to recording the Master Plan**
65	Required to submit a water budget for their subdivision as well as a separate landscape water budget.(the landscape water budget component is calculated by averaging the 3 years usage. The amount used for year 1-2 for establishment of landscape and estimated usage for 3rd year thereafter which normally goes down. We take the average for those for the landscape water budget.	**Water Resources Division**	**Prior to Submitting a construction permit**

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT B

Development Review Team (DRT)

1) Traffic Engineering, City Consultant, Wilson & Company, Inc., Engineers & Architects
2) Technical Review Division Terrian Management, and ADA, Dee Beingessner
3) Technical Review Division (Landscaping), Lawrence Rivera
4) Water Recourses, Patricio Pacheco
5) Wastewater Division, Stan Holland
6) Fire Department, Geronimo Griego
7) Environmental Services Division, Eric J. Lucero
8) Archaeological Clearance

Monte Sereno TIA

Gallegos, Audra V. <Audra.Gallegos@wilsonco.com>

Mon 7/12/2021 3:45 PM

To: BERKE, NOAH L. <nlberke@santafenm.gov>; ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>
Cc: Kramer, Michael E. <Michael.Kramer@wilsonco.com>

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 Noah and Dan,
The following are comments on Monte Sereno TIA Dated April 16, 2020 along with June 17, 2021 update/cover letter:

- References prior approval of NMDOT, however, NMDOT review and approval are not provided. As such, the approval should be conditioned upon NMDOT approval of the updated TIA.
- The following were recommendations in the TIA but were not shown in the plans. Since the NMDOT review and approval was not provided, we are not aware the direction NMDOT provided on these.
    - The TIA references improvements to the barrier wall at Village Drive between Opera and 285: "As proposed by the Developer, the height of the barrier wall between Opera Drive and US 285, opposite of the entrance, will be raised approximately three feet. A MUTCD/DOT Type 4 Object Marker should be placed on the wall to warn drivers of the end of Village Drive." Plans are not included in the submittal.
    - The TIA recommends construction of a northbound left-trun deceleration lane at Opera Drive/Village Drive. The turn lane is not included in the development plans.

Thank you!

Audra V. Gallegos, PE
Civil Engineer

Wilson & Company, Inc., Engineers & Architects
4401 Masthead Street NE, Suite 150 | Albuquerque, NM 87109
505 348 4110 (direct) | 505 250 4853 (cell)
wilsonco.com

discipline | intensity | collaboration | shared ownership | solutions

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Development Review Team
Comment Form

Date: 8/9/21

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2021-3800. Monte Sereno Resort Development Plan.**

Case Mgr: Dan Esquibel

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	
2	

Technical Corrections*:	Must be completed by:
1 Terrain Management Report should discuss existing stockpile and plans for the distribution of this material, or if it is to remain in place, the plans for proper compaction.	Prior to recordation
2 It appears that some house pads and driveways are shown to be located on the fill slopes adjacent to the roadway. Please explain this transition for the future structures to be built.	
3 Label existing contour elevations on detailed grading and drainage plans (Sheets C-302 through C-308) Some are shown but too sporadically.	
4 Additional red line comments will be made on the plans and submitted for changes.	
5 Development shall comply with the most current requirements of the American with Disabilities Act (ADA). Place a note on the Plan to reflect this condition.	Building Permit Process
6 Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process.	
7 Include dimensions ADA parking spaces and aisles on the parking lot ADA details sheet. Show detectable warning installations on ramps or other areas where the path of travel will cross a vehicular path.	
8 Remove references to Handicap (or HC) for ADA.	

9 Proposed project shall comply with 2015 IBC R-1 occupancy class and shall provide (4) Accessible units, (3) without roll in showers (1) with a roll in shower. All other units shall be Type B. All proposed units will be required to have an accessible route from the site arrival point and a pedestrian route to all resort amenities. At this time the proposed Development plan indicates 60 total units. In the future, if subdivision of the property into individual sellable lots is proposed, a development plan amendment would be required since this would change the requirements of 1107.6.1 For Accessible units. More than 50 units per owner would be required to meet table 1107.6.1.1 Accessible Dwelling units and sleeping units. If less than fifty, the type B requirements would be limited to units or Buildings with more than four units.	
10 Approval Comments: Provide Design Professional Seal and signature with date signed on all drawing sheets. 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. 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 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.	

*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):

THE RESORT AT MONTE SERENO, PRELIMINARY REDLINES
AUGUST, 2021

1. Sheet V-110/1 of 5. Provide standard drainage facilities maintenance note referencing Article 14-8.2(K). Can probably use the same note on the Development Plan. Add sentence to note #3 stating ponds are to drain within 24 hours as per Article 14-8.2(D) (4) (c) (ii).
2. Sheet L-100. Delineate limits of existing fill located on the site. Provide explanation of the status or the intent of this fill. How many trees were removed in the filled area?
3. Sheet C-101. Delineate limits of existing fill located on the site.
4. Sheet C-101A. Delineate limits of existing fill located on the site. Show location of proposed ponds out of 30% slopes. Remove note which states; Building pads are shown for feasibility only.
5. Sheet C-103. Label the proposed crown and bar ditch on the typical road sections. Reference detail sheets for stone check dam, guard rail, keystone retaining wall and curb and gutter.
6. Sheet C-104. The depth of the lip of the curb should be 6 3/4" instead of 6", unless it is going to be located in the medians. Provide total height of the concrete header curb.
7. Sheet C-201. Label sanitary sewer manholes, sewer flushing stations, storm sewer manholes and water valves. They should not be located in fillets, valley gutters or curb and gutter. Provide plan and profile sheets for sanitary sewer and water lines.
8. Sheet C-202. Same as item #7.
9. Sheet C-203. Same as item #7.
10. Sheet C-300. Provide explanation of the status or the intent of the existing fill. Does not appear to be considered in cuts and fills. Provide soils and drainage report.
11. Sheet C-301. Label proposed curb and gutter, storm sewer manholes and culverts. Provide detail/section of each pond.
12. Sheet C-302 through sheet C-308. Label existing contour elevations, storm sewer manholes and CMP's. Indicate grading limits and location of utility easement.
13. Sheet C-400. Label installation of CMP's on plan and profile.
14. Sheet C-402. Show end of proposed CMP on Arroyo Lane profile view.
15. Sheet C-600 through sheet C-609. Label size and type of storm sewer on plan and profile. Label the construction of storm sewer structures on plan and profile.

Development Review Team

Comment Form

Date: 12/09/20

Staff person: Lawrence Rivera

Dept/Div: Land Use/Terrain Management – Landscape/Irrigation Review

Case #2021-3800. Monte Sereno Development Plan

Case Mgr: Dan Esquibel, daesquibel@santafenm.gov, 955-6587)

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:
1. Provide mulch material discriptions: type, size, quantity, and depth. Mulch to be 2"minimum thickness over weed barrier.	Prior to permit review
2. 14-8.4(F)(2)(h) new plant material shall be *mulched* to a minimum depth of two (2) inches and the *mulch* renewed yearly or as needed. *Mulch* may be of organic or inorganic material.	Prior to permit review
3. Provide a professional landscape irrigation design with details of backflow preventer in a Hotbox, controller, electric drip valve, valve box assembly, end flush cap, and emitter placement. Following COSF code in 14-8.4 (E) (4) and Landscape Irrigation Design Standards City of Santa Fe.	Prior to permit review
4. COSF Code 3.19.1 requires landscape irrigation plans for large projects not to exceed 20 scale, 1 inch equals 20 feet.	Prior to permit review
5. A water level measuring device with zero set at finish grade located at the center of each pond is required.	Prior to permit review
6. A security fence around ponds three feet and deeper with a maintenance gate is required.	Prior to permit review
7. Note on plan: "All disturbed areas shall be restored per COSF Code 14-8.2(D)(5)".	Prior to permit review
8. Provide on native seeding plan seed mix rate, and irrigation description. Please note soil amendment and scarification, ripping, and or rototilling.	Prior to permit review
9. Provide irrigation to all revegetation native seed areas. (Per COSF Code 14-8.2 D(5)(c) Seeded areas shall be graded two inches (2") below top of concrete curbs and sidewalks. Add a heat treated compost material one inch (1") depth to all seeded areas. Disk or rototill soil and amendments 4-6" depth. Grade prepared soil level removing all stones ¾" and larger. Sowing shall be accomplished by drill seeding, Hydro-seeding, or by hand	Prior to permit review

raking into the soil. Mulch is to be used at the rate of two tons per acre and tucked with a disk or anchored with a tackifier or by Hydro-seed, the slurry is to contain mulch and tackifier as recommended by the manufacturer. Slopes of 3:1 and greater shall be seeded by hand raking into soil or by the use of a hydro-seeder. Install erosion control fabric or matts on all fill slopes greater than a 3:1. All seeding shall is to be done between May 15 and August 15. - A one year Warrantee shall be provided by the contractor. A 70% germination rate equal to the surrounding native pristine landscape is required.	
10. Provide lawn type and seed mix percentage, note sod or seed.	Prior to permit review
11. Provide a Cistern design with details including the connection to the irrigation system.	Prior to permit review
12 Provide an outdoor lighting plan with photometric data per 14-8.9(C) COSF code.	Prior to permit review
13 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):



PACHECO, PATRICIO M.
Fri 10/1/2021 12:37 PM
To: ESQUIBEL, DANIEL A.
Cc: HOOK, ALAN G.

Good afternoon,
my comments on Monte Sereno will be the following:
required to submit a water budget for their subdivision as well as a separate landscape water budget.(the landscape water budget component is calculated by averaging the 3 years usage. The amount used for year 1-2 for establishment of landscape and estimated usage for 3rd year thereafter which normally goes down. We take the average for those for the landscape water budget.

Thanks,

Patricio Pacheco
Water Resources & Conservation
City of Santa Fe - Water Division
(505) 955-4221
pmpacheco@santafenm.gov

Development Review Team

Comment Form

Date: July 6, 2021

Staff person: Stan Holland, Engineer

Dept/Div: Public Utilities/Wastewater

Case: **Case #2021-3800 & 3801 Monte Sereno Development Plan and Preliminary Subdivision.**

Case Mgr: Dan Esquibel, Case Manager

The subject properties <u>are</u> accessible to the City public sewer system. Accessible is defined as within 200 feet of a public sewer line.

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. A plan and profile plan set of the sewer collection system for this project is required. 2. In page 2 of the Development Report it states "there are 120 resort units located in 60 resort casitas". Please clarify the difference between a resort unit and resort casitas and which of these was used in the sizing of the pipe for the low-pressure system. 3. The Wastewater Division requires an analysis and report for the low-pressure sewer system to be performed by E-One. The analysis of the system shall include the existing off-site four (4) inch line that the Development connects to down to lift station 2	Prior to Sign Off for Development Plan.

Technical Corrections*:	Must be completed by:
	Prior to Sign Off for Final Development Plan.

*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. [None]

Development Review Team

Comment Form

Date: 07/14/2021

Staff person: Geronimo Griego

Dept/Div: Fire Prevention

Case: 2021-3800 3801 3837 3838 Monte Sereno

Case Mgr: Dan Esquibel

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:
	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. 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

DRT Comments

LUCERO, ERIC J. <ejlucero@santafenm.gov>

Tue 7/13/2021 8:26 AM

To: ESQUIBEL, DANIEL A. <daesquibel@santafenm.gov>

Dan,

In regards to cases:

Case #2021-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b). Al Lilly, Agent, for 21 Club Holdings LLC, Owner, requests a variance to Subsections 14-8.2(D)(1) and (D)(2)(b),Terrain and Stormwater Management, for road construction within the project and driveway construction for the resort casitas. The Property is zoned PRRC , located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development

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 222.84 acres, and is zoned PRC (Planned Residential Community.

I have no comments at this time.

In regards to case:

Case #2021-3801. Monte Sereno Preliminary Subdivision for Phase 4. Al Lilly, Agent, for 21 Club Holdings LLC, Owner, request preliminary subdivision approval to create a 70-lot/Tract subdivision on Tract M containing approximately 168.27 acres. The subdivision would create 60 hotel unit lots Containing a gross total of approximately 21.98 acres, 1 hotel amenities lot (Tract A-1) containing approximately 3.68 acres, 8 open space Tracts (A-2, A-3, A-5 thru A-7, A-9 thru A-11) containing approximately 11.68 acres and the balance of Tract M containing 133.32 acres. The Property is zoned PRRC, located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

I see no plan for refuse and recycling collection. Being that this is "hotel' use with a clubhouse bar and grill, there should be a plan for refuse collection.

Thanks,

Eric J Lucero
Operations Manager
City of Santa Fe
Environmental Services Division

CITY OF SANTA FE

ARCHAEOLOGICAL SUBMITTAL CHECKLIST/CLEARANCE PERMIT AND APPROVAL

PLEASE ATTACH A COPY OF THIS PERMIT WITH YOUR BUILDING PERMIT APPLICATION

Case File Number AR-05-07 AR-09-107 Date Application Submitted _____

District: Historic Downtown District _____; River & Trails-Regular _____; Santa Fe Trail _____; Suburban X

Building Sq. Ft. _____ Development Acreage _____

Project Description: Final Treatment Report for LA 79937, LA 79938, LA 79939

Site Address/Location: Monk Sereno, N. Tanoan, W. of 84/285 Property Owner: Don Beauregard

Permit: Grading _____; Development _____; Building _____

Applicant Information: Name: Ron Winters

Mailing Address: 109 Calle Paula SF NM 87505 Phone No.: 466-4952

Archaeological Consultant: Ron Winters.

RECONNAISSANCE REPORT

1. ___ Project Archaeologist's Resume
2. ___ Vicinity Map
3. ___ Project Site Description
4. ___ Development Project Description
5. ___ Outline of Research & Methodology
6. ___ Site Map or Aerial Photograph at a Minimum of 1"=200' for Downtown Dist. & 1"=400' for other Districts
7. ___ Archival Research
   a. ___ Historic Maps & Aerial Photos
   b. ___ ARMS Files & Archaeological Reports
   c. ___ General Land Office (BLM) Surveys or Land Grant Plats
   d. ___ 1917 Hydrological Survey and Santa Fe Acequia System Report (needed if acequia present or nearby)
   e. ___ National and State Register Nominations (needed if in Historic Downtown District or near Historic Structure)
   f. ___ Historic Photos (needed if in Historic Downtown District)
   g. ___ Information from Title Abstract (if available)
8. ___ 2% Testing (Historic Downtown District Only)
9. ___ Description of Prehistoric & Historic Occupation & Land Use
10. ___ Description of Cultural Remains Discovered and Significance
11. ___ NM Site Inventory Forms and Other Documentation
12. ___ Recommended Site Significance
13. ___ Assessment of Development's Impact on Cultural Remains
14. ___ Recommended Treatment for Site
15. ___ Listing of Sources, i.e. historic maps, aerials, reports, etc.

_____ **ARC APPROVAL: MEETING DATE:** _____

Special Conditions: _____ Yes (see attachment)
_____ No

TREATMENT PLAN REQUIRED:

Yes: _____ No: _____

_____ **TREATMENT PLAN ARC APPROVAL: MEETING DATE:** _____

Special Conditions: ____Yes (see attachment) ____No

PRELIMINARY TREATMENT REPORT

X a. Research Design Outline
X b. Site Map of Excavations
___ c. Other Documentation: Photographs and New Mexico Site Inventory Forms; if applicable
X d. Description of Cultural Remains Discovered
X e. Description of Prehistoric and Historic Occupation and Land Use
___ f. Listing of Sources

TREATMENT REPORT ARC APPROVAL: MEETING DATE: November 1, 2007

Special Conditions: X Yes (see attachment) ____ No with typos corrected

FINAL TREATMENT REPORT

Dec. 17, 2007 Date Final Report Due _____ Date Final Report Received

PLUDURMS-994

Permit Approved: _____ Date: _____

Archaeological Review Committee Chairperson

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT C

Findings of Fact and Conclusions of Law

1. Case #2021-4219 - Monte Sereno Hotel Master Plan
2. Case #2021-3800 - Monte Sereno Hotel Development Plan
3. Case #2021-3801 - Monte Sereno Hotel Preliminary Subdivision
4. Case #2021-3837 - Monte Sereno Hotel Variance to Subsections 14-8.2(D)(1) and (D)(2)(b)

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #21-4219
Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive
Owner/Applicant's Name – 21 Club Holdings LLC.
Agent's Name – Al Lilly

THIS MATTER came before the Planning Commission (Commission) for hearing on October 21, 2021, upon the application (Project) of Al Lilly, agent for 21 Club Holdings LLC (Applicant).

The Applicant seeks the Commission's recommendation of approval to the Governing Body for a Master Plan Amendment to the Monte Sereno Master Plan, allowing for modifications to infrastructure and design standards, on approximately 34.96 acres (Project). The property is located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive (Property) and is zoned PRRC (Planned Residential Resort Community - corresponding to approved master plan).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. At the hearings, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
2. The Santa Fe City Code (SFCC) 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 § 14-3.1(F)(2)(a)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on for hearing on March 25, 2021upon the application in accordance with SFCC 1987 Section 14-3.l(E).
4. Pursuant to SFCC 1987 Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted two ENN meetings. The Applicant conducted one ENN on June 14, 2021, and September 9, 2021. The ENN meetings were conducted virtually via Zoom meeting platform. The ENN meetings were attended by a representative of the Applicant and City staff. The meetings were well attended by the public.

6. On October 21, 2021, the Commission voted to recommend the Governing Body approve Monte Sereno Master Plan Amendment for the Property and adopt written Findings of Fact and Conclusions of Law, subject to certain conditions of approval and technical corrections recommended by City staff (Case #2021-4219).
7. Pursuant to SFCC 1987 Sections 14-3.9(C)(4), the Commission has the authority to review and make recommendations to the Governing Body regarding amendments to master plans.
8. 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.
9. Staff recommended that the Commission recommend the Governing Body approve Monte Sereno Master Plan Amendment, subject to the conditions and technical corrections imposed at different review and development stages identified in the Staff Report and in the exhibits to the Staff Report, such as: Prior to recording the Master Plan.
10. SFCC 1987 Section 14-3.9 establishes certain procedures for final subdivision plat approval including, without limitation, a public hearing by the Commission, review of the final plat, and a decision based on the criteria set out in SFCC 1987 Section 14-3.9(D).
11. SFCC 1987 Section 14-3.9(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 recommending approval of an amendment to a master plan to the Governing Body.
12. Based on the Staff Report and exhibits and the testimony and evidence presented at the hearing, the Commission finds that all applicable criteria in SFCC 1987 Section 14-3.9(D)(1) have been met.
13. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(a), the Commission finds that the proposed master plan amendment is consistent with the Monte Sereno Development Agreement and the general plan.
14. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(b), the Commission found the master plan is consistent with the purpose and intent of the PRRC zoned district that apply to, or will apply to, the master plan area, and with the applicable use regulations, proposed design standards and development standards subject to Monte Sereno Master Plan Amendment .
15. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(c), the Commission found that the proposed master plan amendment would contribute to the coordinated and efficient development of the community.
16. Pursuant to SFCC 1987 Section 14-3.9(D)(1)(d), the Commission found that the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire protection, will be able to accommodate the impacts of the planned development.

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 1987 Section 14-3.1, all procedures regarding the pre-application conference, ENN meeting, notice, and public hearing requirements have been followed.
2. The Applicant has the right under the SFCC to propose an amendment to a master plan.
3. The Commission has the power and authority at law and under the SFCC to review the proposed amendment to the master plan and to make recommendations regarding the proposed amendment to the master plan to the Governing Body.
4. The Applicant met the applicable Submittal Requirements.
5. The Commission recommended approval of the requested master plan amendment because master plan amendment complied with SFCC 1987 Section 14-3.9(D) "*Approval Criteria*".

WHEREFORE, IT IS ORDERED ON THE 21ST DAY OF OCTOBER, 2021, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission approves the Master Plan Amendment, subject to conditions of approval and the technical corrections set forth in the Staff Report and the exhibits to the Staff Report.

_____ _____

Brian Gutierrez
Chairperson

Date:

FILED:

_____ _____

Kristine Bustos-Mihelcic
City Clerk

Date:

APPROVED AS TO FORM:

_____ _____

Patricia Feghali
Assistant City Attorney

Date:

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3800
Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive Owner/Applicant's Name – 21 Club Holdings LLC.
Agent's Name – Al Lilly

THIS MATTER came before the Planning Commission (Commission) for hearing on October 21, 2021, upon the application (Project) of Al Lilly, agent for 21 Club Holdings LLC (Applicant).

The Applicant seeks the Commission's approval of a Development Plan to construct 170,000 square feet of new construction for hotel use (Project). The Property is approximately 34.96 acres and zoned PRRC (Planned Residential Resort Community), located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive, and is within the Monte Sereno Development.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. Under the Santa Fe City Code (SFCC) 1987 Section 14-3.8(B)(3)(a), a development plan is required for proposed development with a "gross floor area of thirty thousand square feet or more and is located within any zoning district of the city."
2. SFCC 1987 Section14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 §1 4-3.1(F)(2)(a)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on March 25, 2021, in accordance with SFCC 1987 Section 14-3.l(E)(1).
4. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted two ENN meetings. The Applicant conducted one ENN on June 14, 2021, and one on September 9, 2021. The ENN meetings were conducted virtually via Zoom meeting platform. The ENN meetings were attended by a representative of the Applicant and City staff. The meetings were well attended by the public.
6. SFCC 1987 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).
7. 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).
8. Staff recommended that the Commission approve the Development Plan, subject to certain conditions of approval and technical corrections set forth in the Staff Report and attached exhibits.
9. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
10. SFCC 1987 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 1987 Section 14-3.8(D).

11. 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.
12. SFCC 1987 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.
13. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it is empowered to approve the development plan under SFCC 1987 Sections 14-2.3(C)(1) and 14-3.8(B)(4).
14. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that approving the development plan for the Project, subject to the conditions and technical corrections in the staff report, will not adversely affect the public interest.
15. Pursuant to SFCC Section 1987 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 size and scale of the existing buildings are compatible with surrounding properties. The proposed hotel buildings have a soft contemporary Santa Fe style architecture which matches the architecture within Monte Sereno.
16. Under SFCC 1987 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.
17. The Commission finds that the conditions and technical corrections set out in the Staff Report and exhibits are well founded and are necessary to accomplish the proper development of the area and to implement the policies of the general plan.
18. Under SFCC 1987 Section 14-3.8(A), approving the proposed Development Plan furthers the purpose and intent of providing plans for development, ensuring compliance with Chapter 14, and facilitating the documentation of future compliance with the approved plans.

CONCLUSIONS OF LAW

Under the circumstances, and given the evidence and testimony submitted during the public 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 subject to conditions.
2. The Applicant has complied with the Submittal Requirements.
3. The Applicant is able to comply with the Conditions.
4. The development plan should be approved subject to the conditions recommended by staff because all applicable code requirements and criteria for development plan approval have been met.

WHEREFORE, IT IS ORDERED ON THE 21ST DAY OF OCTOBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

The Development Plan for the Project is approved, subject to the conditions of approval and technical corrections set forth in the Staff Report and exhibits. The Development Plan shall expire three years after issuance of this final action unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC 1987 Section 14-3.19(B)(6) or a time extension is granted pursuant to SFCC Section 14-3.19(C).

_____ _____
Brian Gutierrez Date
Chairperson

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Patricia Feghali Date
Assistant City Attorney

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #21-3801
Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive
Owner/Applicant's Name - 21 Club Holdings LLC.
Agent's Name - Al Lilly

THIS MATTER came before the Planning Commission (Commission) for hearing on October 21, 2021, upon the application (Application) of Al Lilly, agent for 21 Club Holdings LLC. (Applicant).

The Applicant seeks the Commission's approval of a preliminary subdivision plat for seventy (70) single-family lots on approximately 168.27 acres (Project). The property is located at Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive (Property), and is zoned PRRC (Planned Residential Resort Community - corrisponding to approved master plan).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

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. The Santa Fe City Code (SFCC) 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 § 14-3.1(F)(2)(a)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on March 25, 2021, in accordance with SFCC 1987 Section 14-3.l(E).
4. Pursuant to SFCC 1987 Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted an ENN meeting. The Applicant conducted one ENN on June 14, 2021, and a second ENN on September 09, 2021. The ENN meetings were conducted virtually via Zoom. Both ENN meetings were attended by a representative of the Applicant and City staff. Both meetings were well attended by the public.
6. 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 deny preliminary subdivision plats.

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 approve the preliminary subdivision plat, subject to certain conditions and technical corrections set out in the Staff Report and exhibits.
9. SFCC 1987 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 1987 Section 14-3.7(C).
10. SFCC 1987 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 1987 Section 14-9 (Submittal Requirements).
11. 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.
12. Pursuant to SFCC 1987 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 City granted Archaeological Clearance Permit for the property on December 17, 2007. The Project shows due regard for natural features and enhancement of community assets through the following measure:
    - Approximately 11.68 acres of open space will be provided, offering opportunities for recreation.
13. Pursuant to SFCC 1987 Section 14-3.7(C)(2), the Commission finds that the land is suitable for platting and development purposes of the kind proposed. No portion of the proposed subdivision falls within the 100-year flood zone.
14. Pursuant to SFCC Section 1987 14-3.7(C)(3), the Commission finds that the plat complies with the infrastructure design, improvement, and dedication standards set forth in SFCC 1987 Section 14-9.
15. Pursuant to SFCC 1987 Section 14-3.7(C)(4)-(5), the Commission finds that the plat does not create any nonconformities or increase any existing nonconformities.

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 1987 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 because all applicable code requirements and criteria for preliminary subdivision plat approval have been met.

WHEREFORE, IT IS ORDERED ON THE 21ST DAY OF OCTOBER 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.

_____ _____

Brian Gutierrez
Chairperson

Date:

FILED:

_____ _____

Kristine Bustos-Mihelcic
City Clerk

Date:

APPROVED AS TO FORM:

_____ _____

Patricia Feghali
Assistant City Attorney

Date:

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-3837
Located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive
Owner/Applicant's Name – 21 Club Holdings LLC.
Agent's Name – Al Lilly

THIS MATTER came before the Planning Commission (Commission) for hearing on October 21, 2021, upon the application (Project) of Al Lilly, agent for 21 Club Holdings LLC (Applicant).

The Applicant requests variances from the Santa Fe City Code (SFCC) 1987. The requested variances are to Subsections 14-8.2(D)(1) and (D)(2)(b), Terrain and Stormwater Management, for road construction within the project for the resort casitas. The property is located West of Highway 285, North of Tano Road at 4000 Monte Sereno Drive (Property) and is zoned PRRC (Planned Residential Resort Community - corresponding to approved master plan).

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

1. At the hearings, the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public.
2. The Santa Fe City Code (SFCC) 1987 Section 14-3.1 sets out certain procedures to be followed on the Application, including, without limitation, (a) a pre-application conference [SFCC 1987 § 14-3.l(E)]; (b) an Early Neighborhood Notification (ENN) meeting [SFCC 1987 § 14-3.1(F)(2)(a)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on for hearing on March 25, 2021, upon the application in accordance with SFCC 1987 Section 14-3.l(E).
4. Pursuant to SFCC 1987 Section 14-3.1(H)(1), notice of the ENN meeting was properly given.
5. Pursuant to SFCC 1987 Section 14-3.1(F), the Applicant conducted two ENN meetings. The Applicant conducted one ENN on June 14, 2021, and one on September 9, 2021. The ENN meetings were conducted virtually via Zoom meeting platform. The ENN meetings were attended by a representative of the Applicant and City staff. The meetings were well attended by the public.
6. On October 21, 2021, the Commission voted to recommend the Governing Body approve Monte Sereno Master Plan Amendment for the Property and adopt written Findings of Fact and Conclusions of Law, subject to certain conditions of approval and technical corrections recommended by City staff (Case #2021-3837).

7. Pursuant to the "1993 annexation and Development Agreement Between Tano Santa Fe Partners and the City of Santa Fe" (Development Agreement) Section 4.5:

- *Curb, Gutter, and Sidewalks: The City will grant variances from the curb and gutter requirements of the Santa Fe City Code wherever construction of curb and gutter is not needed for surface drainage control. The parties shall mutually agree on stabilized base coarse, asphalt or other pedestrian facilities in lieu of concrete sidewalks.*

8. Pursuant to SFCC 1987 Sections 14-2.3(C)(3) and 14-3.16(A), the Commission has the authority to review and approve or disapprove variances.
9. City staff reviewed the Applications 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.
10. Staff recommended that the Commission approve the variance requested for case #2021-3837.
11. SFCC 1987 Section 14-3.16(B) sets out procedures for variance applications and requires the Commission to hold a public hearing and approve, approve with conditions, or deny the variance application.
12. The Development Agreement sets out approval conditions and requires the Commission to make findings of fact sufficient to show that this Development Agreement has been met before granting a variance.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted at the hearing, the Commission CONCLUDES as follows:

1. Pursuant to SFCC 1987 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 power and authority at law and under the Code to review the requested variances and to approve, approve with conditions, or deny the Applications.
3. The variances to Chapter 14 (SFCC) 1987, Subsections 14-8.2(D)(1) and (D)(2)(b) comply with Development Agreement Section 4.5.

WHEREFORE, IT IS ORDERED ON THE 21ST DAY OF OCTOBER 2021, BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission approves the variances to Chapter 14 (SFCC) 1987, Subsections 14-8.2(D)(1) and (D)(2)(b), Amendment, subject to conditions of approval and the technical corrections set forth in the Staff Report and the exhibits to the Staff Report for Case #21-3837.

_____ _____

Brian Gutierrez Date:
Chairperson

FILED:

_____ _____

Kristine Bustos-Mihelcic Date:
City Clerk

APPROVED AS TO FORM:

_____ _____

Patricia Feghali Date:
Assistant City Attorney

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

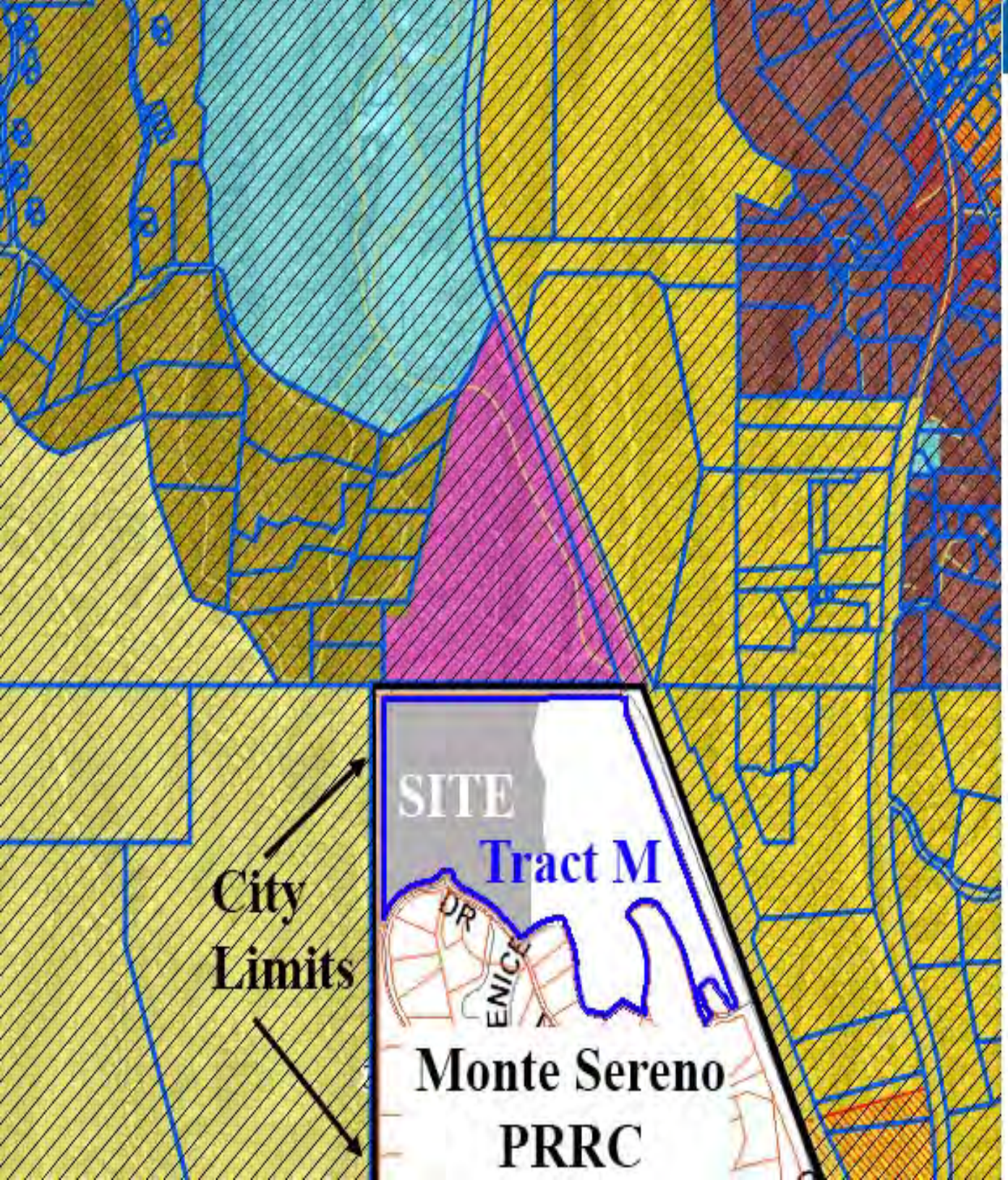
Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT D

Maps and Photos

1) Figure 1 Adjacent Zoning
2) Figure 2 Structure Design
3) Figure 3 Open Space and Trails
4) Figure 4 Parking
5) Figure 5 Existing Vegetation
6) Figure 6 Water and Sewer



Legend

- Industrial Light
- Mixed Use
- Municipal Annexation Area (not under County zoning jurisdiction)
- Municipality (not under County zoning jurisdiction)
- Planned Development District (PDD)
- Public / Institutional
- Residential Community
- Residential Estate
- Residential Fringe
- Rural
- Rural Fringe
- Rural Residential
- Traditional Community
- Tribal Lands (not under County zoning jurisdiction)

AIRPORT NOISE OVERLAY ZONE

- 55 DNL - Day-Night Average Sound Level
- 60 DNL - Day-Night Average Sound Level
- 65 DNL - Day-Night Average Sound Level

COMMUNITY OVERLAY ZONING DISTRICTS

TURQUOISE TRAIL ENVIRONMENT PROTECTION

Village Structures



RESORT CLUBHOUSE & FITNESS EAST ELEVATION
NOT TO SCALE

Hotel Casitas/Guest Rooms



(TYP) RESORT CASITA EAST ELEVATION
NOT TO SCALE



(TYP) RESORT WALKOUT CASITA ELEVATION
NOT TO SCALE

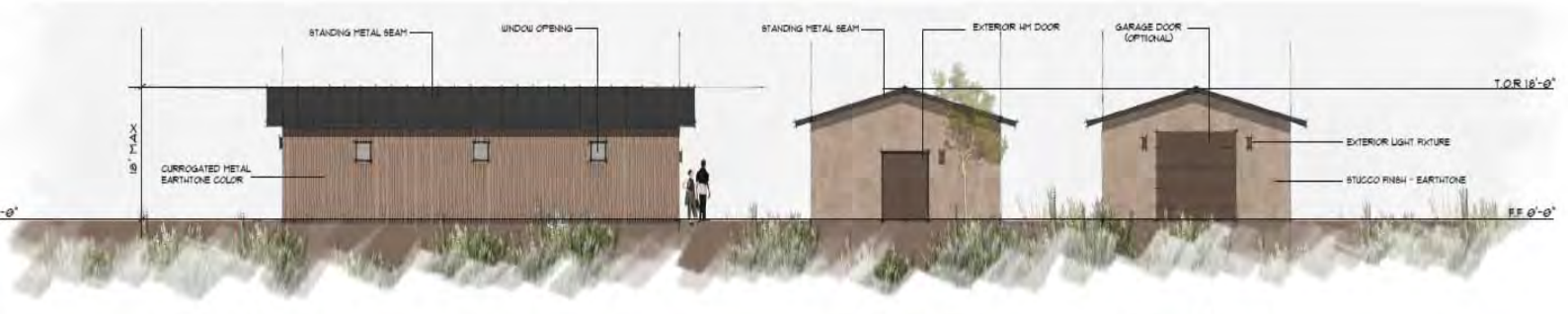


(TYP) RESORT CASITA NORTH ELEVATION
NOT TO SCALE



(TYP) RESORT WALKOUT CASITA CROSS SECTION

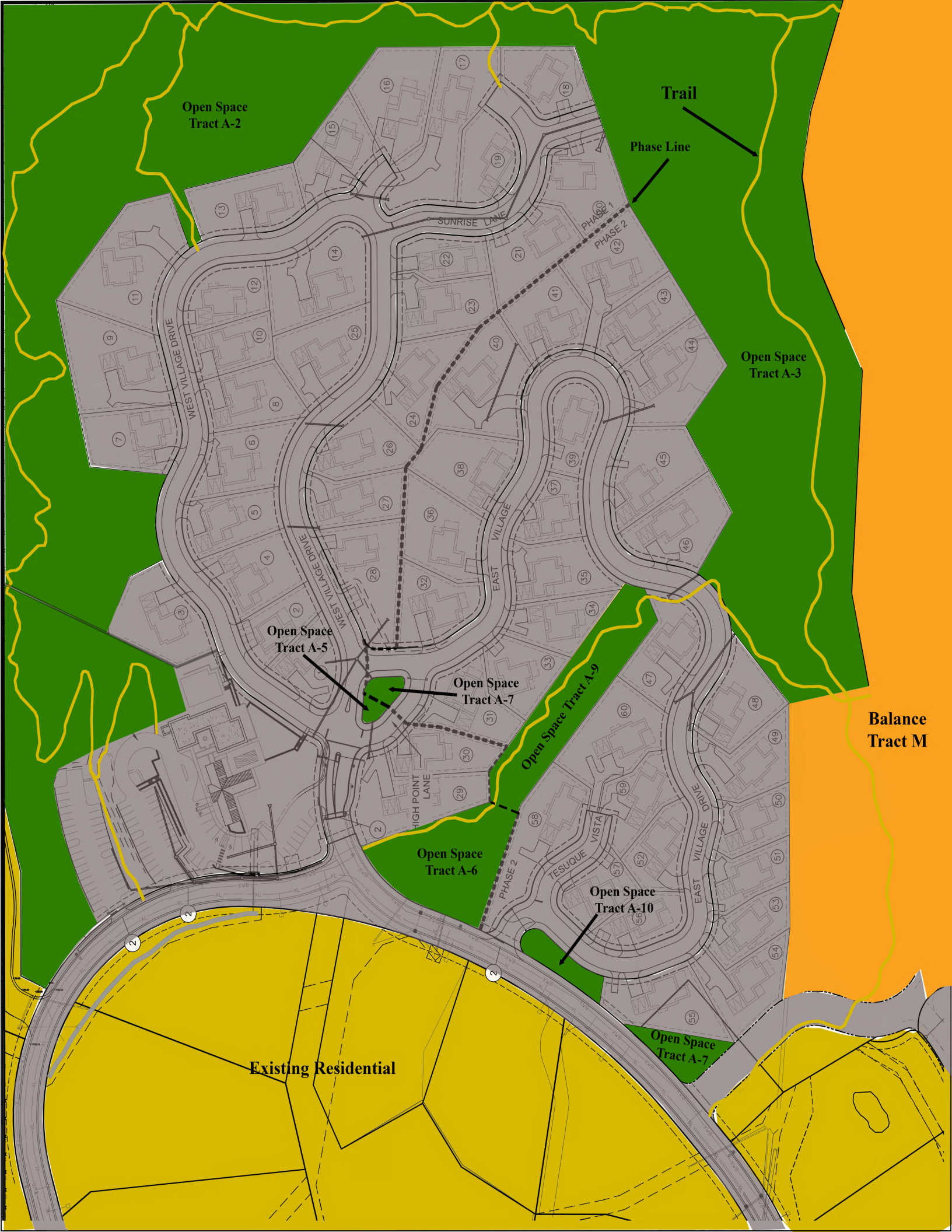
Storage Facilities



(TYP) STORAGE STRUCTURES
NOT TO SCALE

SHORT ELEVATION A

SHORT ELEVATION B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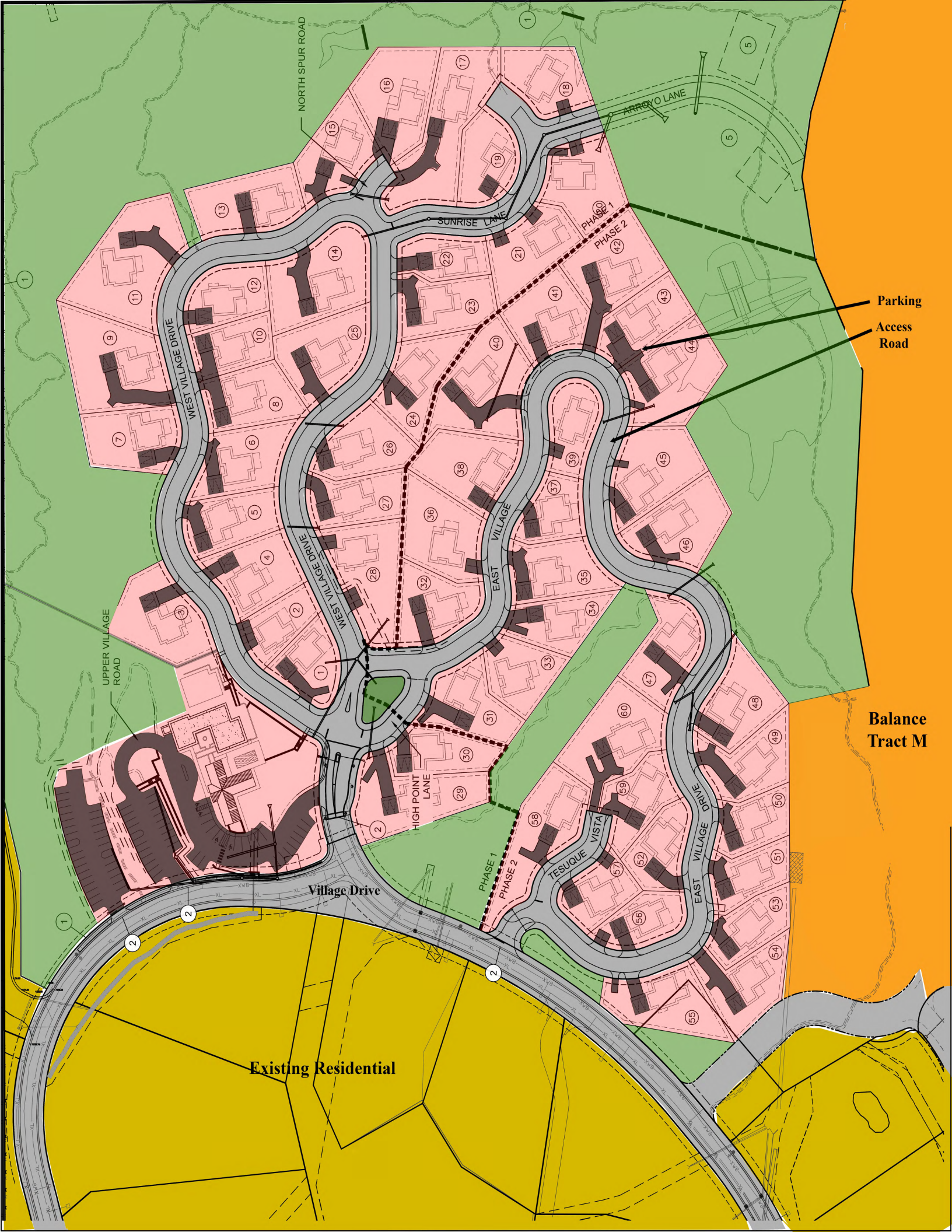
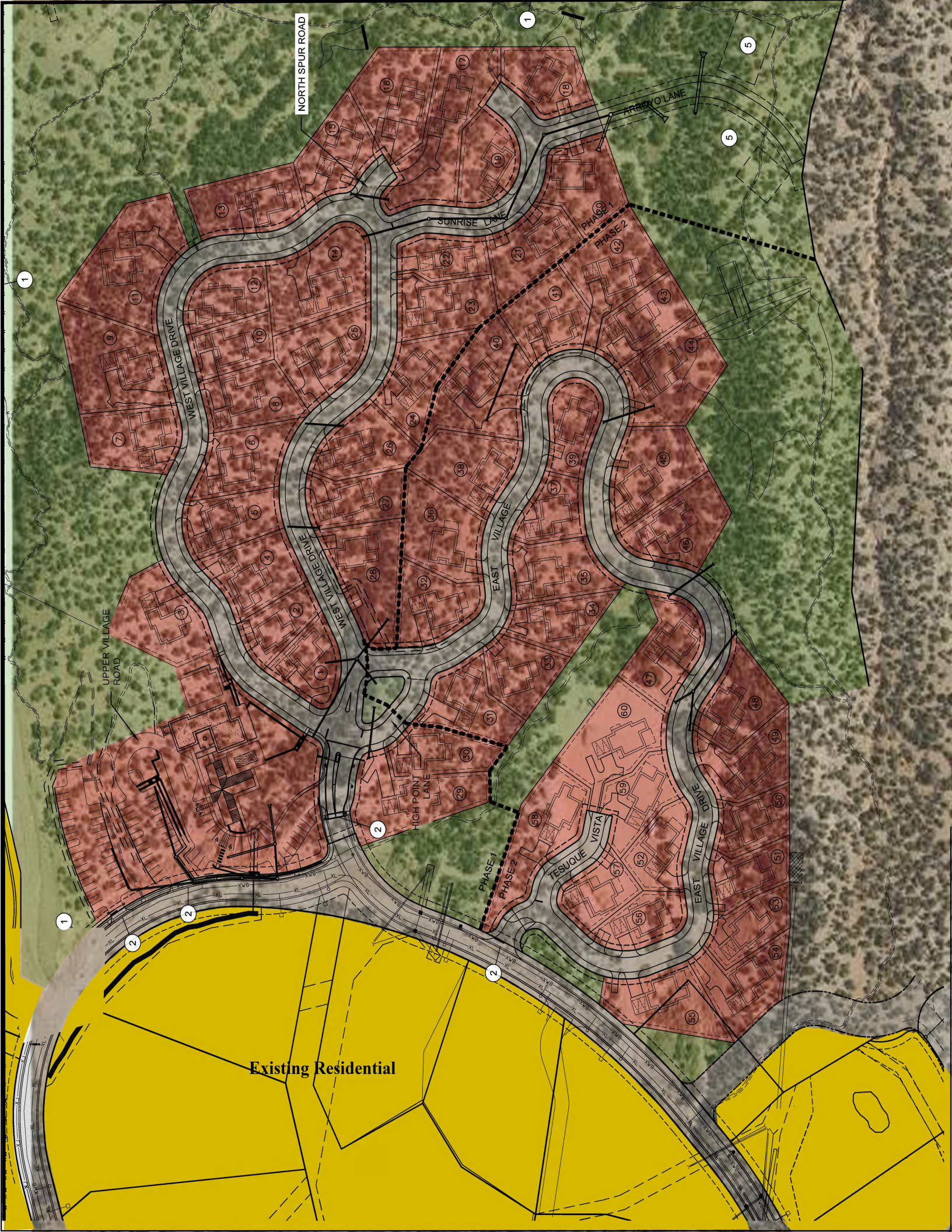
Tract A-2
Trail
Phase Line
Open Space
Tract A-3
Open Space
Tract A-5
Open Space
Tract A-7
Open Space Tract A-9
Balance
Tract M
Open Space
Tract A-6
Open Space
Tract A-10
Open Space
Tract A-7
Existing Residential
SUNRISE LANE
WEST VILLAGE DRIVE
EAST VILLAGE DRIVE
HIGH POINT LANE
TESUQUE VISTA
PHASE 1
PHASE 2


NORTH SPUR ROAD
ARROYO LANE
SUNRISE LANE
PHASE 1
PHASE 2
WEST VILLAGE DRIVE
EAST VILLAGE DRIVE
UPPER VILLAGE ROAD
HIGH POINT LANE
TESUQUE VISTA
Village Drive
Parking
Access Road
Balance Tract M
Existing Residential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SUNRISE LANE
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EAST VILLAGE
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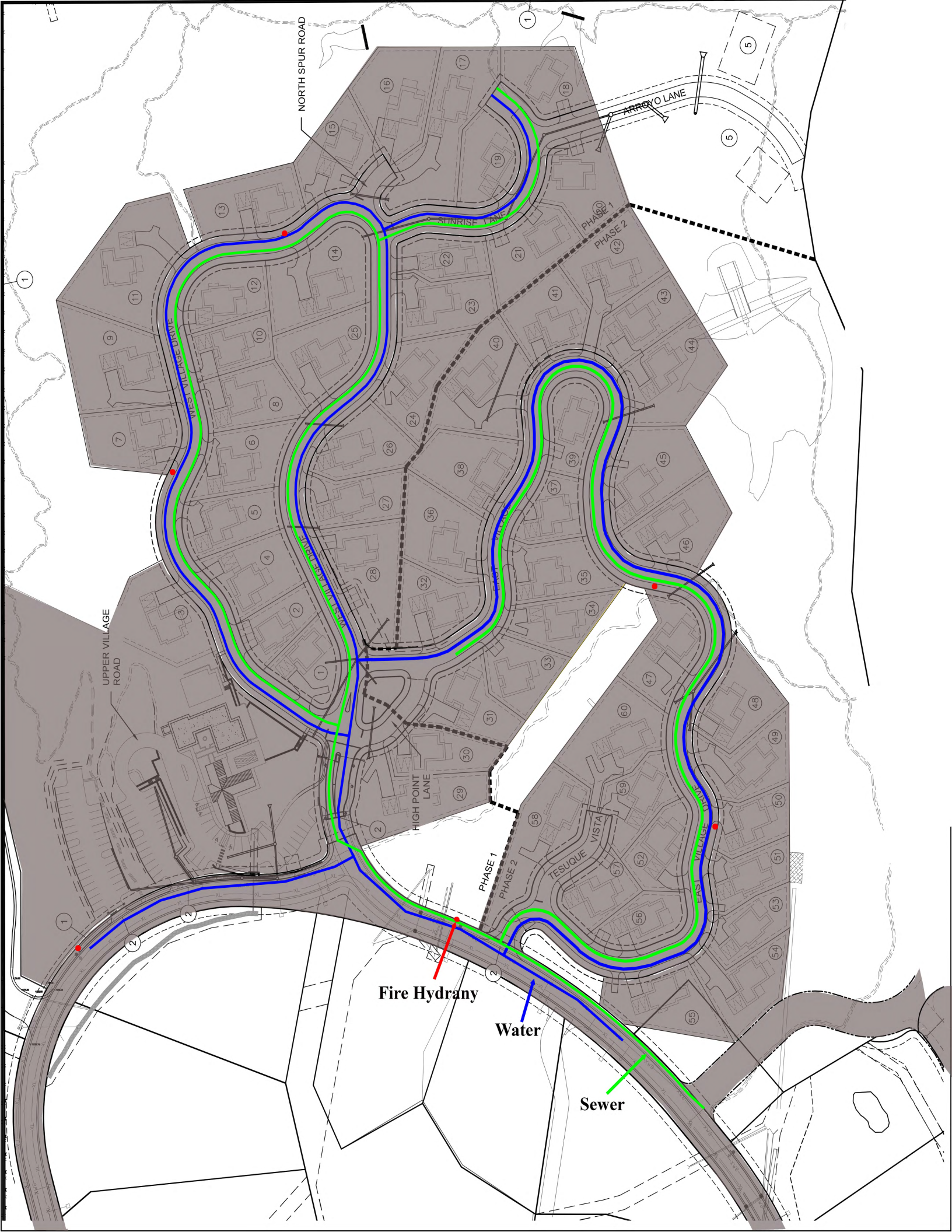
PHASE 2
UPPER VILLAGE ROAD
HIGH POINT LANE
TESUQUE VISTA
EAST VILLAGE DRIVE
Existing Residential


NORTH SPUR ROAD
ARROYO LANE
SUNRISE LANE
PHASE 1
PHASE 2
WEST VILLAGE DRIVE
EAST VILLAGE DRIVE
UPPER VILLAGE ROAD
HIGH POINT LANE
TESUQUE VISTA
Fire Hydrany
Water
Sewer

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT E

Development Agreement

Monte Sereno Development

Reference Documents

November 2018

Monte Sereno
Reference Documents

1. **Annexation and Development Agreement ("A&D")**

    a. **Amendment No. 1** (1994) to the A& D – amending Section 5.6 to dedicate the Fire Protection Services Facility Site to the City for future use as open space of a fire station;

    b. **Amendment No. 2** to the A&D – amending Section 2.14, Escarpment District Lots; Section 2.39, Water Extension Agreement; Section 4.2, Impact Fee Ordinance; Section 5.3, Wastewater Disposal System; and Section 5.4, Off-site Water Facilities; and

    c. **Amendment No. 3** (2004) to the A&D – amending Section 5.3, Wastewater Disposal System to construct a wastewater collection system that can incorporate the use of gravity sewer as well as low and high pressure sewer as needed to provide sewer service to the development.

2. **Settlement Agreement**; *Tano Santa Fe Partners v. City of Santa Fe.*

3. May 15, 1996 letter from David Coss, City Manager, to Tano Santa Fe Partners; **RE:** Inapplicability of Section 14-82.5 SFCC 1987 (expiration of dates for preliminary and final subdivision plat approval).

4. October 17, 2005 letter from Jim Salazar, Director, Permit & Development Review Division, to Al Lilly, Santa Fe Planning Group, **RE**: Building sites approved and not subject to 50/50 Rule (with related Memo, dated September 14, 2005 attached).

5. January 3, 2006 letter from Galen Buller, Sangre de Cristo Water Division Director, to Don Beauregard **RE:** Inapplicability ofWater Rights Transfer Ordinance of the Monte Sereno Development

6. November 2, 2007 letter from Galen Buller, City Manager, to Don Beauregard **RE:** Northwest Quadrant Water System - Fulfillment of Final Obligations.

7. August 18, 2015 letter from Mayor Gonzales to Nancy R. Long **RE:** Monte Sereno Development; Extending the term of the A&D Agreement dated May 5, 1993 to May 5, 2023.

8. Agreement Between Southwest Lifestyle Concepts, LLC and the City of Santa Fe dated August 19, 2015 – Agreement providing that the trails are to be private.

9. August 21, 2006 letter from Andrew Harnden, Planner Supervisor to Al Lilly, Santa Fe Planning Group, **RE:** Final Subdivision Approval of Phase 4.

10. October 26, 2015 email from RB Zaxus to Nancy Long **RE:** Phase 4 Subdivision approval, updated.

947799

1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed for record on the 20 day of July A.D. 19 93, at 3:03 o'clock P m. and was duly recorded in book 947, page 799 - 901 of the records of Santa Fe County.

Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.

Deputy

COUNTY CLERK
JONA G. ARMIJO
SANTA FE COUNTY NEW MEXICO

TABLE OF CONTENTS

947800

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LIST OF EXHIBITS TO ANNEXATION
AGREEMENT OF MAY 5, 1993
CITY OF SANTA FE AND
TANO SANTA FE PARTNERS

947802

Exhibit A Revised Annexation Plat (1 Sheet - No 2)

Exhibit B Revised Master Plan (1 Sheet)

Exhibit C Preliminary Subdivision Plat / Preliminary Subdivision Plan (Sheets 1-9)

Exhibit D Preliminary Development Plan (Sheets 10-43)

Exhibit E Water Tank Site (1 Sheet No 30)

Exhibit F Escarpment District Ordnances of April 1, 1990 and Escarpment Overlay District Map

Exhibit G Section 14-90 A.7 and 14-90 A.8 of City Code

City of Santa Fe

By David J. Martinez 7/15/93

Tano Santa Fe Partners
by Wilma South
Corporation
General Partner

By _____
It's Agent Joseph M. Brown

1993 ANNEXATION AND DEVELOPMENT AGREEMENT

This 1993 Annexation and Development Agreement ("Agreement") is entered this 5th day of May, 1993 between THE CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation (hereinafter "City"), and TANO SANTA FE PARTNERS, a California Limited Partnership.

947803

ARTICLE 1

RECITALS

1.1 Capitalized Terms: The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Article 2. Any capitalized terms not defined in Article 2 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

1.2 Development of the Property: Developer is the owner of approximately 610.0779 acres of land lying in Section 1, Township 17N, Range 9E., and Section 36, Township 18N,. Range 9E.. in Santa Fe County, New Mexico, more fully described in the Revised Annexation Plat dated January, 1987, which is attached hereto as Exhibit "A" and made a part hereof. The Property is located within the City limits of the City of Santa Fe in its northwest quadrant. The Property is zoned PRRC, Planned Resort-Residential Community pursuant to Section 14-32 of the Santa Fe City Code. Developer intends to develop the Property in accordance with the Approved Plans, this Agreement, and the Applicable Regulations. The City has determined that this is the type of large complex development project, requiring extended construction time over phases as provided for in the Phasing Plan, with numerous public improvements

of community-wide benefit, for which a development agreement is appropriate. 947804

1.3 Prior Agreements: The Property is currently the subject of an annexation agreement entered into by the City and a predecessor owner of the Property in 1985, and subsequently amended in 1987 ("Annexation Agreement"). Developer succeeded to the predecessor owner's interest in November, 1989 when it purchased the Property, and received an assignment of the owner's interest under the Annexation Agreement.

1.3.1 The City now desires to amend and replace the Annexation Agreement, as more fully provided for herein, in consideration of (a) Developer's agreement to build or contribute financially to the construction of public improvements that will directly benefit not only the Project, but also lands outside the Project, including the City-Owned Land, (b) Developer's agreement to pay Development Fees, to offset the cost of City services to the Project, (c) Developer's agreement to make monetary contributions to the City's affordable housing program and to its business/crafts incubator program in connection with the sale of lots within the Project, and (d) the other agreements, promises and commitments made by Developer herein.

1.3.2 Developer also desires to amend and replace the Annexation Agreement, as more fully provided for herein, in consideration of (a) the City's approval of the Revised Master Plan, Preliminary Plat and Preliminary Development Plan, (b) the City's recognition of Developer's vested rights, (c) the City's

approval of an acceptable phasing schedule for construction and development of the Project, (d) the City's agreement to assume responsibility for the operation and maintenance of the Project infrastructure upon the satisfactory completion of construction of such infrastructure by Developer, and (e) the other agreements, promises and commitments made by the City herein.

1.4 Plan Approval: On December, 13, 1989, Developer applied to the City for approval of a revised master plan, preliminary subdivision plat and preliminary development plan for a PRRC project to be constructed on the Property. Thereafter, the 1990 Submittal was processed in accordance with the City's Land Development Code. On October 8, 1992, Developer provided additional information requested by the City and modified the 1990 Submittal. On October 21, 1992, following a public hearing, the City approved the Revised Master Plan, Preliminary plat and Preliminary Development Plan ("Approved Plans").

1.5 Intent of the Parties: Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The parties desire to define the parameters within which the obligations of the Developer for infrastructure and public improvements and facilities will be met, and to provide final and definitive criteria for development of the Project. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, provide for the progressive installation of necessary improvements appropriate to each stage of development of the Project, assist in attaining

the most effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the land use goals of the City. In consideration of these benefits to the City and the public benefits of the development of the Property, Developer will receive assurances that the City shall grant permits and approvals required for development of the Property pursuant to this Agreement. Furthermore, this Agreement provides that Developer shall be entitled to proceed with the Project in accordance with the rules, regulations, and policies of the City in effect on April 1, 1990, subject only to the exceptions specifically set forth in this Agreement.

1.6 Findings: The City has determined that development of the Property in accordance with this Agreement (a) will provide balanced and diversified land uses in order to maintain the overall quality of life within the City; (b) is governed by appropriate standards and requirements with respect to land uses, building heights and densities, traffic improvements, infrastructure and support facilities, and measures for mitigating adverse impacts; (c) will provide substantial public benefits and necessary public improvements to the City, including, without limitation, increased tax revenues resulting in fiscal benefits to the City, installation of on-site and off-site public improvements, and provision of a balance between jobs and residential needs; (d) is consistent with the objectives, policies, and general land uses specified in the City's Comprehensive Plan; (e) is compatible with the uses authorized in, and the regulations prescribed for, the PRRC zoning

district; (f) complies with zoning, subdivision and other applicable ordinances and regulations; (g) is in conformity with public convenience, the general welfare, and good land use practice; and (h) will not be detrimental to the health, safety and general welfare of persons living or working in the surrounding area, or adversely affect the orderly development of property within the City, and will not have a significant adverse impact on the environment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the parties to this Agreement do hereby agree as follows:

ARTICLE 2

DEFINITIONS

As used in this Agreement, the terms set forth below are defined as follows:

2.1 1985 Master Plan: A master plan prepared in 1985 calling for a golf course, 322 dwelling units and a 250 room resort hotel to be located on the Property.

2.2 1990 Submittal: The plans, plats, maps and other documents submitted by Developer to the City on January 29, 1990, and subsequently reviewed by City Staff and the Development Review Committee, calling for a PRRC project without a golf course on the Property.

2.3 1991 Submittal: The plans, plats, maps and other documents, submitted by Developer to the City on November 8, 1991, calling for a golf course resort project on the Property.

2.4 Applicable Regulations: The municipal ordinances, regulations, and policies of the City that shall govern all approvals granted, permits and licenses issued, and actions taken by the City with respect to that Project and the Property. The Applicable Regulations and more fully described in Article 4 of this Agreement.

2.5 Approved Plans: The Revised Master Plan, Preliminary Subdivision Plat and Preliminary Development Plan approved by the City on October 21, 1992 and attached to this Agreement as Exhibits B, C, and D. The Approved Plans establish inter alia, (a) the location of all road rights of way, a preliminary grading and drainage plan for the roads, and the location of utility easements, (b) the boundaries or lot lines of each Residential Lot and open space areas within the Project, (c) at least one building site that conforms to terrain management and escarpment district regulations in effect as of April 1, 1990 for each Residential Lot, and (d) the boundaries and preliminary building footprint for the Hotel Site and Cluster Housing Site.

2.6 City Council: The governing body of the City of Santa Fe.

2.7 City-Owned Land: Approximately 2,818 acres of unimproved property owned by the City and located in the northwest quadrant of

the City of Santa Fe as shown in The Northwest Sector Plan adopted by the City Council on December 28, 1983. 947809

2.8 Cluster Housing Sites: Those portions of the Property shown on the Approved Plans as the future sites of the Project's 46 Cluster Units.

2.9 Cluster Unit: A single-family residential dwelling unit, either attached or detached, located on the Cluster Housing Sites and clustered with other similar dwelling units.

2.10 Covenants and Restrictions: The Declaration of Covenants, Conditions and Restrictions to be imposed upon the Property by the Developer immediately following Final Subdivision Plat approval for the purpose of controlling and restricting the development and use of the Property by Developer and successor owners and requiring adherence by successor owners to certain of the terms, conditions, and obligations set forth in this Agreement.

2.11 Developer: Pano Santa Fe Partners, its assigns, and successors in interest.

2.12 Development Fees: City of Santa Fe fees assessed to all development projects to offset the costs incurred by the municipality in providing infrastructure to the Project where there is a rational nexus between (a) the fees assessed to the Project for capital improvements and (b) the demand for such improvements created by the Project, and where the fees that are collected, are expended for capital improvements.

2.13 Development Review Committee: A committee of the Planning Commission of the City of Santa Fe charged with, among

other things, the review and approval of annexations, rezonings, subdivision plats, and development plans.

2.14 Escarpment District Lots: Residential Lots within the Project, portions of which are located within the Escarpment District and numbered 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 78, 79, 80, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 121, 122, 123, 124, 125, 126, 127, 128, 129, 135, 136, 137, 138, 142, 144, 145, 153, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 255, 256, 273, and Tract B on the Approved Plans (specifically, the Preliminary Subdivision Plat dated October, 1992 by Smith, Williamson and Associates).

2.15 Escarpment Ordinance: The City ordinance establishing an Escarpment Overlay District and codified in Section 14-90A *et seq.* of the Santa Fe City Code.

2.16 Facility Plan: Engineering plans and specifications for an on-site wastewater treatment facility or facilities.

2.17 Final Development Plan: The final development plan showing the infrastructure and other improvements approved for construction on the Hotel Site and Cluster Housing Sites to be prepared by Developer in conformity with this Agreement and the Applicable Regulations.

2.18 Final Subdivision Plat: The final subdivision plat showing the division of the Property into Residential Lots and other subdivided tracts to be prepared by Developer in conformity with this Agreement and the Applicable Regulations.

2.19 Fire Station Site: A tract of approximately one acre located within the Project and shown on the Preliminary Plat, dedicated to the City for future use as a fire department substation site.

2.20 Hotel: A resort hotel consisting of up to, but not more than, 250 units (which units may be located in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.

2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's Hotel and related resort amenities.

2.22 Impact Fee Ordinance: The City ordinance establishing a capital improvement impact fee on new development and codified at Section 14-95 *et seq.* of the Santa Fe City Code.

2.23 NMPSC: New Mexico Public Service Commission.

2.24 NMSHTD: New Mexico State Highway and Transportation Department.

2.25 NPDES Permit: Permits required by Section 402 of the Clean Water Act in connection with the discharge of pollutants into waters of the United States from a point source.

2.26 Phasing Plan: The plan submitted by Developer and approved by the City for the sequential construction and orderly and coordinated development of the Project phases as provided for in the Phasing Plan (I-IV). The Phasing Plan provides for the

coordinated installation of roads, utilities, drainage structures, and other infrastructure improvements required to serve the detached dwellings, cluster units, and hotel development contemplated for each phase of the Project. The Phasing Plan provides that the loop road connecting U.S. 84/285 to San Juan Ranch Road shall be completed no later than during Phase II of the Project. Sub-phasing within the four phases of the Project shall be allowed by the City.

2.27 Preliminary Subdivision Plat: The Preliminary Subdivision Plat prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City and a copy of which is attached hereto as Exhibit "C".

2.28 Preliminary Development Plan: The Preliminary Development Plan for the Hotel Site and Cluster Housing Site prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City and a copy of which is attached hereto as Exhibit "D".

2.29 Project: All the construction and development contemplated by the Developer and described in the Approved Plans and this Agreement.

2.30 Property: The real property shown and described in the Annexation Plat, attached hereto as Exhibit "A".

2.31 PRRC: The planned resort-residential community district zone in the City codified at Paragraph 14-32 et seq. of the Santa Fe City Code.

2.32 Residential Lots: The 276 subdivided single-family residential dwelling lots located in the Project as shown on the Preliminary Subdivision Plat and any additional residential dwelling lots which may be established pursuant to Section 5.1.1.

2.33 Revised Master Plan: The master plan for the development of the Property prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City, which includes the Preliminary Development Plan and Preliminary Subdivision Plat, copies of which are attached hereto as Exhibits "D" and "C".

2.34 Revised Traffic Study: The traffic impact study prepared by Jorge Gonzales on behalf of the Developer dated July 30, 1990.

2.35 SDCW: Sangre de Cristo Water Company.

2.36 Successor Owner: Any person or entity who acquires legal title from Developer or a successor in interest of Developer to a Residential Lot within the Project.

2.37 Water Facilities: A two million, five hundred thousand (2,500,000) gallon storage tank to be constructed on the Water Tank Site, together with a pump station and related transmission and distribution lines.

2.38 Water Tank Site: A one-acre tract, located within the Sierra del Norte subdivision and more fully described on Exhibit "E" to this Agreement, intended by the Developer for use associated with municipal water service and as the future location of the storage tank to be constructed pursuant to the Water System Extension Agreement.

2.39 Water System Extension Agreement: That agreement dated December 19, 1990 between Sangre De Cristo Water Company and Tano Santa Fe Partners styled the "Northwest Quadrant Water System Extension Agreement."

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ARTICLE 3

PROJECT APPROVAL

3.1 Preliminary Approval Granted: On October 21, 1992 the City approved the Revised Master Plan, the Preliminary Subdivision Plat and the Preliminary Development Plan for the Property ("Approved Plans"). The Developer has the vested right to develop the Property in accordance with the Approved Plans, this Agreement, and the land uses permitted in the PRRC zone.

3.2 Final Approvals: Hereafter, the City shall approve Final Development Plans and Final Subdivision Plats, or phases thereof, provided such plans and plats substantially conform to the Approved Plans and the Applicable Regulations. Approved Final Development Plans and Final Subdivision Plats for phases of the Project may be filed of record at one time or sequentially, pursuant to the approved Phasing Plan.

3.3 Timing of Submittals: Within one year after execution of this Agreement, Developer shall apply for Final Subdivision Plat approval of Phase I of the subdivision as shown on the Phasing Plan. Thereafter, Developer may apply for Final Subdivision Plat approval of subsequent phases at any time Developer may choose during the term of this Agreement, provided each phase is submitted in the sequence specified in the Phasing Plan. Final Development

Plans for the Cluster Housing Sites and Hotel Site can be submitted at any time during the term of this Agreement and in phases, and need not be submitted in conjunction with a Final Subdivision Plat for any phase of the residential housing. A Final Development Plan for Cluster Housing Sites may be submitted concurrently with or after submittal of a Final Subdivision Plat for the Cluster Housing Sites and/or in advance of and separate from the Final Development Plan for the Hotel Site.

3.4 City Action: The City agrees to continually and diligently process each application for Final Subdivision Plat or Final Development Plan approval of each phase of the Project and agrees that the sole issue for approval is whether the Final Subdivision Plat or the Final Development Plan substantially conforms to the Approved Plans and the Applicable Regulations. In this connection, it is agreed that the Developer may make minor relocations and modifications of lot lines, road rights of way, utility access easements, and other improvements in the Final Subdivision Plat and Final Development Plan to optimize building sites and driveway access and to accommodate setback, drainage, vegetation, terrain, and other factors related to the construction and development of the Project.

3.5 Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for

the Hotel Site and Cluster Sites to take account of changes in the market or the needs and desires of a particular hotel developer or operator. Under this circumstance, a revised Preliminary Development Plan shall be submitted to the City for processing, and it shall be approved provided it substantially conforms to the Applicable Regulations. The Hotel Site may be under single or multiple ownership so long as it is under common management.

3.6 Phasing of Construction: All infrastructure construction and development activity in the Project shall be phased in accordance with the Phasing Plan. However, changes in the phasing schedule may be made by the parties from time to time as mutually agreed in writing. Such changes are deemed to be within the framework of this Agreement as presently drafted and executed and shall not constitute amendments to the Agreement requiring notice, a public hearing, or action by the City Council. Developer may also request a change in infrastructure phasing as part of the processing of Final Development Plans and Final Subdivision Plats and the City shall approve, based only on reasonable standards as necessary to protect public health, safety, and welfare, and not at its discretion. The City also recognizes that the timing and sequence of infrastructure construction will depend to some extent on economic conditions and the rate at which inventory is absorbed by the market.

3.7 1991 Submittal: Tano hereby withdraws and shall not, absent the approval of the City, resubmit the 1991 Submittal.

ARTICLE 4

APPLICABLE ORDINANCES AND REGULATIONS - VARIANCES

4.1 Ordinances Applicable: Subject to the exceptions set forth in paragraphs 4.1.1, 4.1.2 and 4.2 through 4.5 of this Agreement, approval of Final Development Plans and Final Subdivision Plats and the issuance of all permits, licenses and other City approvals required for subdivision and improvement of the Property and for the construction of all off-site (outside the Property), Project-related infrastructure including but not limited to those governing density, permitted uses, growth management, design criteria, terrain management, escarpment district requirements, soil conservation, pollution control, building and construction standards, historic and archeological preservation, and other environmental and land use matters, ("Land Use Ordinances") shall be governed by the City ordinances, regulations, and specifications in effect on April 1, 1990.

4.1.1 Nothing in this Article 4 shall preclude application to the Property of changes in City Land Use Ordinances adopted after the date of this Agreement, if the changes are specifically mandated and required by changes in state or federal laws or regulations.

4.1.2 Land Use Ordinances and regulations adopted by the City after the date of this Agreement may be applied to the Project by the City, provided the ordinance or regulation as applied to the Project (a) does not materially restrict or defeat the basic

development rights granted in this Agreement and in the Approved Plans (e.g., by limiting land uses, prohibiting or materially altering the use of approved building sites or building envelopes as shown on the approved plans, lessening density, altering basic project layout, road systems, etc.); (b) are applicable City-wide to all comparable commercial or residential development as the case may be; and (c) operate prospectively only.

4.2 Impact Fee Ordinance: Notwithstanding paragraph 4.1 above, the City's Impact Fee Ordinance which became effective April 1, 1991 (and all valid and enforceable future ordinances establishing comparable fees) shall apply to the Project, provided the fee ordinance (a) is applicable City-wide to all development projects, (b) does not pertain to the same entitlement or condition for which another fee is payable under this Agreement, and (c) operates prospectively only. However, in no event shall the Developer or the Project be subject to any Development Fee (including an impact fee) for a City improvement or service which Developer is required to provide or otherwise pay for under this Agreement, including, but not limited to, fees for wastewater treatment, park and open space, fire protection, and domestic water.

4.3 Escarpment Ordinance: In the Approved Plans, Developer has amended the 1990 Submittal to adjust lot lines on seven lots located at the southeast end of the Property within the ridgetop sub-district of the Escarpment District in order to eliminate building sites from ridgetops or preclude visibility from Highway

54/285. Likewise, three lots were redesigned to move building sites to the west side of the road and off the ridgetop. In addition, Cluster B was redesigned to move the units off the ridgetop and to relocate some units into Clusters A and C. In consideration of these adjustments and modifications to the Approved Plans, the parties agree that hereafter all of the construction and development affecting the Project shall be governed only by those provisions of the Escarpment Ordinance in effect on April 1, 1990, unless the Escarpment District is hereafter amended and the new provisions satisfy the requirements of paragraph 4.1.2 above, but that in no event shall the Escarpment Ordinance apply to lots other than the Escarpment District Lots. Accompanying this Agreement and labeled Exhibit "F" are the provisions of the Escarpment Ordinance in effect on April 1, 1990, and a map of the Escarpment Overlay District as the Ordinance and the District existed on April 1, 1990. The District is also shown on Sheets 4 thru 9 and 13 thru 18 of the Approved Plans.

4.3.1 All lots and lot lines shown on the Preliminary Subdivision Plat have been approved by the City, including all of the Escarpment District Lots. All building sites shown on the Approved Plans are also approved, save and except certain Prohibited Building Sites located within the Escarpment District. The Prohibited Building Sites are denominated as such on Sheets 5, 6, 9, 14, 17 and 18 of the Approved Plans, and all construction of residences or other buildings on these sites is prohibited. Construction on other building sites located within the Escarpment

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District (other than the Prohibited Building Sites) shall be permitted provided covenants and restrictions are imposed requiring all construction to conform with architectural design and landscaping standards as established by Section 14-90A.7 and 14-90A.8 of the Santa Fe City Code as those provisions read on the date of the execution of this Agreement, which are attached hereto as Exhibit "G". Construction may take place on all building sites outside of the Escarpment District without restriction, even if a lot or a portion of a lot is in the Escarpment District, subject only to the otherwise Applicable Regulations as provided for in this Agreement.

4.4 Terrain Management Regulations: Terrain management variances shall be granted in connection with the construction of streets and roads within the Project as more fully discussed in paragraph 5.5.1 of this Agreement. The City shall be under no obligation, however, to grant terrain management variances in connection with the construction of houses and other structures on Residential Lots.

4.5 Curb, Gutter, and Sidewalks: The City will grant variances from the curb and gutter requirements of the Santa Fe City Code wherever construction of curb and gutter is not needed for surface drainage control. The parties shall mutually agree on stabilized base coarse, asphalt or other pedestrian facilities in lieu of concrete sidewalks.

ARTICLE 5

DEVELOPMENT PARAMETERS 947821

Developer and the City shall observe the following parameters in connection with its construction and development of the Project:

5.1 Density: Developer has a development right of up to 322 single-family Residential Lots and Cluster Units on the Property, exclusive of any additional units allowed on the Hotel Site as set forth below. However, exclusive of the lots that may be developed on the Hotel Site as provided for in paragraph 5.1.2, the Residential Lots shall never exceed 276 lots with the remainder (46) being Cluster Units. From time to time, Developer may modify the Project to increase the Cluster Units above the 46 shown on the Approved Plans, provided the number of Residential Lots are reduced accordingly. Developer shall retain the right to 322 lots (276 detached) so that if, by replatting to meet the above condition, lots are temporarily deleted, they may be replaced later with lots located elsewhere in the Project.

5.1.1 Developer also has a development right for a hotel of up to 250 rooms within the Hotel Site and may modify the preliminary building footprint as shown on the Approved Plans. The Hotel may be planned and built in phases, may contain less than 250 rooms, may be planned and constructed on a time schedule to be determined by Developer at its sole discretion, and may be built in multiple structures.

5.1.2 The Hotel Site development rights of Developer shall include the right to abandon the hotel development, modify the

Revised Master Plan, and apply for rezoning of the Hotel Site to a mutually agreeable residential zone with a density, at Developer's option, of either 25 detached single-family residential units on Residential Lots or 75 Cluster Units. Upon Developer's request, the City shall promptly approve the rezoning and further approve a Preliminary Subdivision Plat and/or Preliminary Development Plan for the then former Hotel Site at the residential density specified in the preceding sentence, pursuant to the Applicable Regulations.

5.1.3 No individual Residential Lot or Cluster Unit located anywhere in the Project may be offered for sale until the City approves a Final Subdivision Plat for the phase of the Project which incorporates that lot.

5.2 Rezoning: For the term of this Agreement, Developer shall have a vested development right in and to the PRRC zoning and the other benefits conferred on Developer herein. The City shall take no action to rezone the Property absent Developer's express written consent. The Parties agree that should the City elect to revise, repeal, or amend the PRRC Ordinance, such revisions and amendments shall not adversely affect Developer's right to develop resort accommodations and resort-related commercial services, Residential Lots, and Cluster Units, and any such repeal ordinance shall include a savings clause protecting this Project.

5.3 Wastewater Disposal System: Developer shall design and construct an on-site wastewater collection and disposal system that meets the requirements of the New Mexico Environment Department ("Project Wastewater System") and do all things necessary to make

the Project Wastewater System operational within the Property at no cost to the City. The City approves utilization of such a system, subject to the submittal by Developer of an acceptable Facility Plan that conforms to generally prevailing design criteria and specifications utilized in the industry. The parties agree that the preferred design shall not require an NPDES Permit. Upon completion of the construction of the Project Wastewater System and inspection and approval of the system by the City, the City agrees to (a) accept dedication of the Project Wastewater System; (b) commence operation of and assume responsibility for maintenance of the Project Wastewater System in conformity with the manufacturer's guidelines and all applicable federal, state, and local standards; and (c) in cooperation with the Developer, adopt an ordinance establishing a wastewater assessment district to recover the costs associated with the operation and maintenance of the Project Wastewater System. Upon acceptance of dedication of the first phase of the Project Wastewater System, Developer shall establish a $30,000.00 operating fund for the first five years of City operation of the Project to cover actual City costs associated with operation of the Project Wastewater System prior to annual assessments reaching a level sufficient to fully cover the cost of operation and maintenance of the system. Thereafter, any remaining funds shall be the property of Developer.

5.3.1 It is agreed that the Facility Plan may provide for phasing of the Project Wastewater System, that the system may be constructed in phases, and that the City shall inspect each such

phase, and when accepted, thereafter operate and maintain each such phase together with all previously accepted phases of the Project Wastewater System.

5.3.2 Developer promises to construct the Project Wastewater System (including each phase thereof) in conformity with the Facility Plan and to provide the City a construction performance completion bond or other adequate financial assurances as provided in Section 14-86.3(F) SFCC 1987.

5.4 Off-Site Water Facilities: The Developer shall pay for, and either the Developer or the SDCW shall design and construct, the Water Facilities in accordance with the Water System Extension Agreement. The Developer shall cooperate with the City with regard to dedication or transfer of the Developer-provided Water Facility to the SDCW so that no portion of the cost of the Water Facility, including the in-kind contribution of the Water Tank Site, will become part of SDCW's rate base for Santa Fe consumers. The City agrees to support Developer's application to the NMPSC for approval of the New Customer Refund Provision of the Water System Extension Agreement provided that the City itself shall not be charged pursuant to the New Customer Refund Provision for connecting to the Water Facility to obtain water for the City-Owned Land. The City shall provide Developer, at no cost to Developer, with easements or licenses for construction of the Water Facilities on and across City-owned property and City rights of way. Nothing in this Agreement shall obligate Developer to construct a water tank on the Water Tank Site at a capacity of more than 2.5 million gallons.

5.5 Streets and Roads: All streets and roads within the Project, including the formerly designated County Road 37, San Juan Ranch Road, shall be public roads with maintenance provided by the City. Project road systems shall be designed in as rural a character as possible, but with paved driving surfaces required on all roadways.

5.5.1 The Developer shall construct and dedicate, or cause to be constructed and dedicated, all streets and roads shown on the Approved Plans at no expense to the City, and in compliance with the Applicable Regulations, except that:

(a) Wherever in the Project engineering standards for roadway construction conflict with the terrain management requirements of the Applicable Regulations, considerations of terrain shall have priority and engineering standards shall be modified consistent with sound engineering safety design criteria (e.g., lower design speed) so that a rural road design may be maintained, meeting terrain management requirements as much as possible.

(b) Where terrain leaves no reasonable alternatives, the construction of the Project road network shall be allowed to exceed terrain management requirements (and variances shall be granted) for encroachment into natural slope, grade, or cut-and-fill in order to facilitate development of a coherent and well-integrated rural roadway network. The City has determined that these variances can be granted within the limits of safe engineering design criteria.

(c) Lighting along roadways and elsewhere within the Project shall minimize off-site visibility and alternative lighting design standards shall be adopted within the limits of safety.

(d) The City waives curb and gutter requirements for roadway construction whenever curbs and gutters are not needed for surface drainage control. The parties shall mutually agree upon stabilized base coarse, asphalt, or other pedestrian facilities in lieu of concrete sidewalks.

5.5.2 Upon final inspection of streets and roads and acceptance by the City, the City shall thereafter provide maintenance within each phase of the Project.

5.5.3 The City and Developer agree that the Project shall have two points of access as shown on the Approved Plans. They are: (a) the main access from U.S. 84/285 and (b) the secondary access from San Juan Ranch Road. Developer has no obligation to improve San Juan Ranch Road outside the Project.

5.5.4 The Revised Traffic Study heretofore prepared by the Developer and submitted to the City Public Works Department has been reviewed and accepted by the City. The Developer understands, however, that the NMSHTD has not yet accepted the study and that NMSHTD may require Developer (a) to dedicate right of way for a frontage road along U.S. 84/285 and (b) to build an at-grade intersection improvement and/or acceleration and deceleration lanes along U.S. 84/285. Developer intends to resolve these matters with the NMSHTD prior to Final Subdivision Plat approval for the first

phase of the Project. The City shall cooperate with Developer in the establishment of its main access from U.S. 84/285 and shall support Developer in its application to the NMSHTD for a highway or driveway access permit. Developer agrees to pay for the above-described intersection improvements with the understanding that the City will cooperate with and assist Developer in obtaining pro rata cost reimbursement from other neighboring property owners who may hereafter use the new intersection of U.S. 84/285 with the Project.

5.6 Fire Station: Developer shall dedicate the Fire Station Site to the City upon recording of the Final Subdivision Plat for Phase I of the Project, and upon receipt of the notice specified in paragraph 5.6.1, undertake the design and thereafter construct a substation for the City at the Fire Station Site, at an out-of-pocket cost to Developer of not more than $450,000.00. The City may provide design services for the substation, but Developer reserves the right to approve exterior architectural elements as being compatible with design requirements of Developer's Covenants and Restrictions prior to finalization of plans and the initiation of construction.

5.6.1 At any time following the filing of the Final Subdivision Plat for Phase I of the Project, the City may issue a notice to Developer advising Developer that the City has determined (a) that it is in the public interest to design and construct a fire department substation on the Fire Station Site, and (b) that the City wants the Developer to proceed with the design and construction of the substation. Construction of the fire station

shall be commenced prior to the recording of the Phase II plat of the Project, and thereafter diligently completed within 24 months. The City agrees to issue all permits and process all applications in connection with the construction of the substation at no fee or other charge to Developer. Upon completion of construction, the City will accept a deed to the Fire Station Site as improved by the Developer and thereafter (in the sole discretion of the City) staff, equip, operate, and maintain the substation at no additional cost to Developer.

5.6.2 In consideration of the Developer's Agreement to construct the substation pursuant to paragraph 5.6.1, the City will, prior to commencement of construction of the substation, adopt a fire substation development/construction fee. The fee will be payable in connection with all new construction and new subdivisions that take place within the service area of the substation to be hereafter defined and mutually agreed to by the City and Developer prior to the approval of the Phase I Final Subdivision Plat. The fee shall be established at a level sufficient to recover all costs (whether incurred by Developer or the City) incurred in constructing the substation, including third party costs, labor and materials, interim financing costs, planning, engineering, and design costs, if any, plus Developer's overhead at six percent (6%) of the above costs, ("Substation Costs").

5.6.3 In determining the substation development/construction fee for each dwelling unit or commercial establishment

constructed in the substation service area, the City agrees to set the fee at an amount not less than the amount of the Substation Costs divided by the number of dwelling units and commercial establishments that the City reasonably anticipates will be built and/or platted within the substation service area within the city limits (inclusive of dwelling units located on the Property) within the next ten (10) years. The substation development/construction fee shall be paid by property owners at the time of annexation, final subdivision plat approval or rezoning of property within the service area within the city limits of the substation, or for properties already platted, annexed and zoned (including all property within the Project), at the time building permits are issued. The substation development/construction fee will be charged against new construction within the Project, but it will not be assessed in connection with Final Subdivision Plat approval for the Property.

5.6.4 Substation development/construction fees paid pursuant to this Agreement shall be deposited in an escrow account established by the City for the purpose of reimbursing the Developer its Substation Costs less the pro-rata share of the costs attributable to the Property. No funds shall be distributed from the escrow account until the Developer has completed construction of the substation. At that time and thereafter, all funds in the escrow shall be paid to the Developer until Developer has recovered in full that portion of the Substation Costs incurred by Developer, less the pro-rata share of Substation Costs attributable to

development within the Property. Any funds remaining in the escrow account or collected after Developer has recovered its share of the Substation Costs shall be distributed to the City, and thereafter any additional substation/construction fees paid shall be the sole and exclusive property of the City.

5.7 Parks and Open Space: Developer has agreed to develop a trail system as shown on the Approved Plans and, upon acceptance of ownership and maintenance by the City, to provide public access to this trail system from both the main entrance at U.S. 84/285 and the San Juan Ranch Road entrance at the south end of the Property. Developer shall complete a loop trail (a trail system which returns a user to the Project boundaries) no later than development of Phase II of the Project.

5.7.1 Initially, said trail system shall be maintained by the Tano Santa Fe Homeowners Association for the private use of Project property owners, but upon Developer's completion of the entire system or upon earlier request by the City, the trail system shall be dedicated to the City for its ownership and maintenance without special assessment against the Property.

5.7.2 Until such time as the trail system is dedicated to the City, Developer agrees to pay park and open space impact fees according to the schedule established by the City Impact Fee Ordinance at the fee levels in effect as of September 1992. The City shall provide a rebate of all prepaid park impact fees upon dedication of the trail system to the City.

ARTICLE 6

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ADDITIONAL FEES

6.1 Affordable Housing Fees: The City has advised Developer that it will establish an affordable housing program, the purpose of which is to insure that an appropriate mix of housing exists in the City for people of all income groups, and to assist with the construction and development of moderate income housing to the extent permissible under applicable law. An Affordable Housing Development Fee shall be payable equal to two percent (2%) of the gross sales price for each Residential Lot or Cluster Housing Site initially sold by the Developer within the Project. The sales price shall be calculated exclusive of the value of any structure or dwelling that may be planned for or may have been constructed on the Property. The fee is a one-time fee on each initial sale of a Residential Lot or Cluster Housing Site and shall not apply to resales. The Affordable Housing Development Fee shall be paid at the time of issuance of a building permit by the applicant for that permit. All Affordable Housing Development Fees as herein mentioned may be deposited in a City of Santa Fe account to be denominated for housing purposes.

6.1.1 If Developer constructs units on the Residential Lots or Cluster Housing Sites prior to a sale of the lot or site, then, in that event, the two percent (2%) Affordable Housing Development Fee shall be paid at issuance of the initial building

permit by Developer based on the market value of the Residential Lot or Cluster Housing Site, exclusive of structures.

6.1.2 Developer shall provide written notification to the City Technical Review Division, or its successor, of the sale price of each Residential Lot and Cluster Housing Site within the Project at the time of initial sale, and the Division shall be responsible for recording the sale price and calculating and collecting the fee upon initial application for a building permit. The City shall have the right to perform an annual audit or examination of Developer's books and records at reasonable times and places for the purpose of confirming the accuracy of the payments tendered pursuant to this Article 6.

6.1.3 Developer shall disclose the obligation to pay the two percent (2%) Affordable Housing Residential Fee on the Final Subdivision Plat for each phase of the Project, in the Covenants and Restrictions, and to the purchaser at the time of the initial sale of each Residential Lot, Cluster Housing Site, or Cluster Unit.

6.1.4 No Affordable Housing Development Fee shall be charged for building permits for the Hotel and the related facilities located on the Hotel Site nor shall a fee be charged in connection with the installation of infrastructure, including the wastewater treatment plant and water tank. However, the fee shall apply to any residential housing built on the Hotel Site in lieu of the Hotel, pursuant to the development right conferred in paragraph 5.1 of this Agreement.

6.1.5 Developer reserves the right to comply with any affordable housing fee ordinance that may be hereafter adopted by the City which provides a developer an alternative to paying the two percent (2%) fee provided for herein.

6.2 Business/Crafts Incubator Fee: Developer agrees that an additional fee equal to one percent (1%) of the gross sale price of each Residential Lot (exclusive of structures) and Cluster Housing Site (exclusive of structures) within the Project, including lots or sites built in lieu of a Hotel, shall be paid at the time of the closing of each initial lot sale into an escrow account to be designated by the City for costs associated with the establishment of a business/crafts incubator facility on property to be provided by the City. Said fee shall be shown in Developer's sales contract or escrow instructions and closing statement as a disbursement to the City. Developer shall instruct its escrow agent or title company to disburse this fee directly to the City within ten (10) business days of each closing. The fee shall be deposited in a City of Santa Fe account to be disseminated for only the above-referenced purpose. The one percent (1%) fee shall increase to two percent (2%) if the following events occur:

(a) No building permit is issued for a Hotel within five years from the date of this Agreement and Hotel construction diligently completed thereafter, and

(b) Developer builds a water tank on the Water Tank Site with a capacity of 2.5 million gallons or less.

any increase in the fee shall only apply prospectively to lot sales occurring after the occurrence of the events identified in (a) and (b) above.

6.2.1 The provisions set forth in paragraphs 6.1.3, 6.1.4 and 6.1.5, applicable to the Affordable Housing Development Fee, shall also apply to the Business/Crafts Incubator Fee.

ARTICLE 7

CITY SERVICES

7.1 Police Protection: Police protection for the Project and the Property will be provided by existing police department facilities and staff. The City makes no representations or promises that in the future a police department facility will be located any nearer than current facilities.

7.2 Fire Protection: The Developer recognizes that the location of the closest City fire department substation is approximately four miles from the Property. The City agrees to provide fire protection to the Project with existing fire department facilities and staff pursuant to uniform City practice until construction of a fire department substation at the Fire Station Site is completed and the substation rendered operational in accordance with this Agreement.

7.3 Refuse: Refuse disposal services and all other municipal services not expressly addressed in this Agreement will be provided to the Project in accordance with generally applicable City ordinances.

ARTICLE 8

FINANCIAL ASSURANCES FOR CONSTRUCTION OF INFRASTRUCTURE

8.1 Financial Assurances: Upon the filing of a Final Subdivision Plat for each phase of the Project, the Developer shall provide a 100 percent (100%) performance completion bond (or alternate security such as a letter of credit) to the City for construction of only that phase of the Project infrastructure. Upon acceptance by the City of each phase of the Project infrastructure and exoneration of the performance completion bond, the Developer will acknowledge that ten percent (10%) of the performance completion bond (or other acceptable security) will be maintained to protect the City against defects in design and workmanship for a period of one (1) year from date of completion.

ARTICLE 9

DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer shall submit its Covenants and Restrictions to the City prior to the approval of the Phase I Final Subdivision Plat. City Staff shall have the right to pre-approve the Covenants and Restrictions to insure their compliance with this Agreement. At a minimum, the Covenants and Restrictions shall address notice of fees payable pursuant to this Agreement, maintenance of trails, open space, design standards for the Escarpment District and other ridgetop lots, and maintenance of any common facilities not accepted for maintenance by the City.

ARTICLE 10

DEFAULT

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No party shall be in default under this Agreement unless it has failed to perform under the Agreement for a period of thirty (30) days after written notice from the other party of an event of default. The notice of an event of default shall specify in detail the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Upon the default by any party under this Agreement, the party not in default shall have all rights and remedies provided by law including, but not limited to, the right to seek damages or specific performance, and the right to seek one or more writs of mandate compelling performance of the terms of this Agreement or requiring other action consistent with this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Assignment/Successors in Interest: Developer shall have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement or in the Property to an association of property owners or third parties acquiring an interest or estate in the Property or any portion

thereof ("Transferees"); provided, however, that all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever to the extent of their interest in the Property. Upon transfer of all or any portion of the Property by Developer (the "Transferred Property"), and following written notice to the City, the Transferee shall succeed to all of Developer's rights under this Agreement as they affect the right to proceed with development of the Transferred Property and the Transferee shall automatically assume all obligations of Developer hereunder which relate to the Transferred Property. Any party purchasing up to four Residential Lots on the Property, and having no other interest or estate in the Property or any portion thereof, shall not be considered a Transferee and shall have no rights or obligations under this paragraph.

11.2 Release of Obligations: With respect to any Transferred Property, the City shall release Developer from its obligations under this Agreement pertaining to the Transferred Property and release to Developer any bonds or other security posted to secure obligations under such agreements or undertakings, provided Transferee expressly assumes the obligations under such agreements

and substitutes bonds or other security acceptable to City in place of the security to be released. If, following transfer of any part of the Property, Developer or the owner of any Transferred Property defaults under this Agreement, such default shall apply only to the portion of the Property owned by the defaulting party and shall not affect any other portion of the Property or entitle the City to terminate or modify this Agreement with respect to any other portion of the Property.

11.3 Project is a Private Undertaking: It is specifically understood and agreed to by and between the parties (a) that the Project is a private development; (b) that the City had no interest in or responsibility for or duty to third parties concerning the construction of infrastructure or any other aspect of the Project until such time as the City accepts responsibility by deed or dedication; and (c) that Developer shall have full power over and exclusive control of the Property and the Project subject only to the limitations and obligations of Developer under this Agreement and the Applicable Regulations.

11.4 Negation of Partnership: The parties acknowledge that the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall create a partnership, joint venture or other joint enterprise between the

parties, or give either party any interest in the business or other affairs of the other party. 947839

11.5 Covenant of Good Faith: The parties hereby expressly covenant to cooperate with each other in the performance of their respective obligations under this Agreement and to perform their respective duties and obligations and assert and enforce their respective rights in good faith, with due diligence and without evading or seeking to evade the spirit or purpose of this Agreement. If City cooperation or assistance is required for Developer to satisfy an obligation under this Agreement or a requirement of another agency having jurisdiction over the Project (e.g., condemnation of another's lands to obtain access from Highway 84/285), the City shall assist Developer as required, but at no expense to the City. City shall promptly and continually process all subsequent applications to it for Project approvals.

11.6 No Waiver: Except for the express duties and obligations imposed upon Developer herein, nothing in this Agreement shall prohibit Developer from availing itself of the rights and privileges generally accorded to City property owners by the duly adopted land use and development ordinances, rules, and regulations of the City of Santa Fe.

11.7 Third Parties: Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

11.8 Litigation by Third Parties: In the event the Approved Plans, this Agreement, or any provision thereof is challenged in a court of law or administrative proceeding by a person or persons not a party hereto, the City and the Developer agree (a) to intervene as a co-party, if not named a party, (b) to employ counsel to defend the Approved Plans and this Agreement either separately or jointly as the parties may determine is appropriate, (c) to share the costs of litigation, and (d) to do all other things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

11.9 Attorneys' Fees: In the event of litigation between the City and Developer concerning any matter arising out of the Approved Plans, this Agreement, or the rules, regulations and ordinances of the City applicable to the Project, it is agreed that the reasonable attorneys' fees and costs of the prevailing party shall be paid by the unsuccessful party.

11.10 Remedies: In the event of a breach of this Agreement, the parties shall have the right to exercise the remedies provided for herein, the right to seek mediation or arbitration provided both parties agree to do so, and the right to sue at law or in equity for damages, specific performance or appropriate injunctive relief.

11.11 Further Assurances: Each party shall hereby, from time to time, execute and deliver such instruments, assignments, conveyances, documents, confirmations, estoppel certificates, and assurances and take such further actions as the other party may

reasonably request to confirm and acknowledge to such other party the rights intended to be created hereunder.

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the City:
Mayor
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

With a copy to:
City Attorney
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

If to Tano Santa Fe Partners:
Charles D. Graham
President
WILMA SOUTH CORPORATION
780 Johnson Ferry Road, #300
Atlanta, Georgia 30342

With copies to:
Joseph M Bowman
BOWMAN & ASSOCIATES
2900 Townsgate Road, #103
Westlake Village, California 91361

Jon B. Hedberg
JBH DEVELOPMENT CORPORATION
125 Auburn Court, Suite 220
Westlake Village, California 91362

11.13 Term: The term of this Agreement shall commence upon the date of its execution and shall extend until the twenty-fifth (25th) anniversary of said date. Developer shall have the option to renew the Agreement for an additional term, not to exceed

five (5) years, upon reasonable terms and conditions to be negotiated by the parties.

11.14 Governing Law: The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of New Mexico applicable to contracts made and to be performed wholly within the state.

11.15 Unenforceable in Part: If any provision of this Agreement is held to be contrary to law or otherwise unenforceable by a court having jurisdiction over the parties, such holding shall not affect the validity, effectiveness, and enforceability of the remainder of this Agreement.

11.16 Force Majeure: In the event that any obligation of Developer in this Agreement shall be impossible of performance by reason of an act of God, or the elements, shortage or unavailability of necessary materials, supplies, or labor, shortages or interruptions of transportation facilities, or because of applicable federal or state governmental regulations or restrictions, or other cause beyond the Developer's control, including, without any limitation, any civil action challenging the validity, enforceability, or effectiveness of this Agreement or the Approved Plans, or seeking an injunction or restraining order affecting the Project, then in such event the time for performance of the obligation of Developer shall be extended commensurate with the termination of such cause beyond such party's control.

11.17 Construction: This Agreement has been reviewed by legal counsel for both Developer and City, and shall be deemed for all purposes to have been jointly drafted by Developer and the City. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives of the parties hereunder. The captions preceding the text of each Article, Section, subsection and the Table of Contents hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa.

11.18 Prior Agreements: This Agreement supersedes and amends the prior Annexation Agreement in its entirety.

11.19 Entire Agreement: This Agreement states the entire agreement of the parties concerning the Project. The provisions of this Agreement shall be severable and may be amended only in a writing executed by the Developer and the Mayor or Mayor Pro Tem following approval of the amendment by the City Council.

11.20 Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each one of which shall

be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 5 DAY OF January, 1993.

Mayor

CITY OF SANTA FE

By: _____
SAM PICK, MAYOR

ATTEST:

_____
FRANCES C. ROMERO, CITY CLERK

SEAL

DEVELOPER:

TANO SANTA FE PARTNERS

By: Wilma South Corporation
General Partner

By: _____

Charles D. Graham
President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing document was acknowledged before me this 5 day of January, 1993, by Sam Pick, Mayor, City of Santa Fe, New Mexico.

_____
Notary Public

My Commission expires:

_____

SEAL

ACKNOWLEDGEMENT

947845

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this 13th day of January, 1993, by Charles D. Graham, President of Wilma South Corporation, a general partner of Tano Santa Fe Partners.

Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 16, 1993

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steep slopes, storm water drainage, poor soils or erosion, and that grading of the site shall be kept to a minimum; and

(2) Where one (1) or more adverse conditions exist, such as steep slopes, storm water drainage, poor soils, erosion or where extensive grading is necessary, the city engineer shall require those portions of the terrain management standards which apply to the particular adverse condition.

B. For lots in the Hillside Overlay District and for new commercial construction:

(1) The city staff engineer may waive terrain management plans or portions thereof if the city engineer, after on-site inspection, determines that there are no existing or potential problems with steep slopes, storm water drainage, poor soils, and erosion and that grading of the site shall be kept to a minimum; and

(2) Where one (1) or more adverse conditions exist, such as steep slopes, storm water drainage, poor soils, erosion, or where extensive grading is necessary, the city engineer shall require those portions of the terrain management standards which apply to the particular adverse condition.
(Ord. #1988-29, §12)

14-90.9 Effective Date. The effective date of this section shall be February 9, 1989. (Ord. #1988-29, §13)

14-90A ESCARPMENT OVERLAY DISTRICT.

14-90A.1 Short Title. This section may be cited as the Escarpment Overlay District. (Ord. #1988-28, §1)

14-90A.2 Purpose. In order to promote the economic, cultural, and general welfare of the people of the city, to ensure the harmonious, orderly, and efficient growth and development of the city, and to preserve property values and to preserve community aesthetics for tourists and residents alike, it is deemed essential by the governing body that an escarpment overlay district be established. The purpose of this overlay district is to preserve the distinctive and historic foothills environment and the distinctive and historic sense of a compact city, as seen by residents and visitors from salient viewing areas. To this end, it is the intention that within the escarpment district the color, architectural style, and height of structures, grading, and revegetation on the foothills areas by regulated. (Ord. #1988-28, §2)

14-90A.3 Applicability. All applicants requesting approval of subdivisions, planned unit developments, and multiple family developments, and all applicants requesting

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grading permits or building permits for any new construction additions, and accessory uses, shall comply with all the escarpment regulations if their project lies within the escarpment district as shown on the map following this chapter and as maintained in the city clerk's office. Remodeling shall comply with Subsections 14-90A.5 and 14-90A.6 SFCC 1987. For the purposes of this section, new construction, additions, accessory uses, and remodeling are as defined on the city building permits. (Ord. #1988-28, §4; Ord. #1989-3, §2; Ord. #1989-41, §1)

14-90A.4 District Boundaries. The escarpment overlay district is established to include the ridgetop and foothills subdistricts as shown in general on the map as amended following this chapter and as more specifically shown on the official escarpment overlay district map drawn at a scale of one inch (1") equals four hundred feet (400') filed in the planning department. (Ord. #1988-28, §5; Ord. #1989-34, §23; Ord. #1989-41, §2)

14-90A.5 Architectural Standards.

A. Drawings of all exterior building elevations showing building materials and colors, a site plan, and a floor plan showing compliance with the standards of this section shall be submitted and approved prior to issuance of a building permit. All elevations shall be drawn to scale.

B. The color of all buildings shall predominantly be the browns and tans of local earth tones. This does not include chocolate browns or white colors. Surfaces of stone shall be in the natural color. Entries and portals may be emphasized by the use of white, or matte off-white (yeso), or other colors or materials. Painting of buildings with bold repetitive patterns, or using buildings as signs is prohibited.

C. In the ridgetop subdistrict only clerestories, and shed and flat roofs are allowed. In the foothills subdistrict clerestories and shed, flat, and pitched gabled or hipped roofs are allowed. However, pitched roofs must be constructed from the wall and not the ground. All metal roofs shall be of a non-reflective, non-glossy material. Ranch style, mansard, or folded plate roofs are prohibited in both districts. Illustrations of roof styles are shown at the end of this chapter.

D. All structures shall be sited so that the highest point on the structure shall be less than or equal to fourteen feet (14') above the highest point of the natural grade on the perimeter of the building. The highest point on the structure includes parapets and clerestories, except as allowed by subsection 14-53.5.

E. For multiple family structures and structures with a gross floor area of over three thousand (3,000) square feet per unit, no more than fifty percent (50%) of the facade shall exceed two (2) stories in height in a single plane and no facade shall be more than fifty feet (50') in length in a single plane. All facades with offsets of less than two feet (2') are defined as being in a single plane.

F. Cantilevers of greater than three (3) horizontal feet are prohibited. Decks are allowed.
Ord. #1988-23, §6: Ord. #1989-3, §4)

14-90A.6 Landscaping.

A. A landscaping plan shall be submitted and approved prior to issuance of a grading or building permit, showing compliance with the provisions of this section. The landscaping plan shall meet the standards set forth in Section 14-56 of this chapter.

B. Except as set forth in paragraph D below, all cut and fill slopes and retaining walls greater than four feet (4') in height, and with a grade steeper than 3:1 shall have screening materials planted at the base of the slope.

(1) Screening materials shall be planted in addition to revegetation materials required in subsection 14-90.6, and shall be coniferous evergreen trees. However, cut and fill slopes or retaining walls greater than six feet (6') in height shall be screened with vertical coniferous evergreens such as spruce or ponderosa pine.

(2) All trees shall be a minimum of four feet (4') high at the time of planting, and shall be planted at a minimum of fifteen feet (15') on center.

(3) Existing pinons or junipers over six feet (6') high and located within four feet (4') of the base of the slope may be counted in the number of trees required for screening.

(4) Cut slopes with a slope or retaining wall closer than six feet (6') to the edge of a road or driveway may be screened with a trellis or some other means which is acceptable to the city urban designer.

C. Except as set forth in paragraph D below, all cut and fill slopes greater than four feet (4') in height and with a grade less steep than 3:1 shall have screening materials planted on the slope. Screening materials shall be planted in addition to revegetation materials required in subsection 14-90.6, and shall be either pinon or juniper trees. The trees shall be a minimum of four feet (4') high at the time of planting, and shall be planted at fifteen foot (15') centers on the face of the entire cut or fill slope.

D. For public or private roads and driveways having individual cut and fill slopes and retaining walls over four feet (4') in height and a combined cut and fill slope height of at least eight feet (8'), but not more than twelve feet (12'), landscape screening consisting of vertical coniferous evergreens as set forth in paragraph B above, is required for the fill slopes

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only. If combined slopes are greater than twelve feet (12'), then the cut and fill slopes shall be screened separately as set forth in paragraphs B and C above.

E. Slopes screened from view from a public street, way, or place by buildings, walls or fences are exempt from the provisions of paragraphs B, C and D above.

F. All landscaping shall comply with the standards of Section 14-55 of this chapter.
(Ord. #1988-28, §7; Ord. #1989-3, §5)

14-90A.7 Terrain Management. All applicants for a grading or building permit in the escarpment overlay district as set forth in subsection 14-90A.3 shall submit natural topography, storm drainage, grading and erosion control plans for approval prior to issuance of the grading or building permit. These plans shall show compliance with the terrain management requirements of subsections 14-90.4 through 14-90.6. The exclusions to terrain management regulations set forth in subsection 14-90.2 do not apply to applications in the escarpment overlay district. (Ord. #1988-28, §8; Ord. #1989-3, §6)

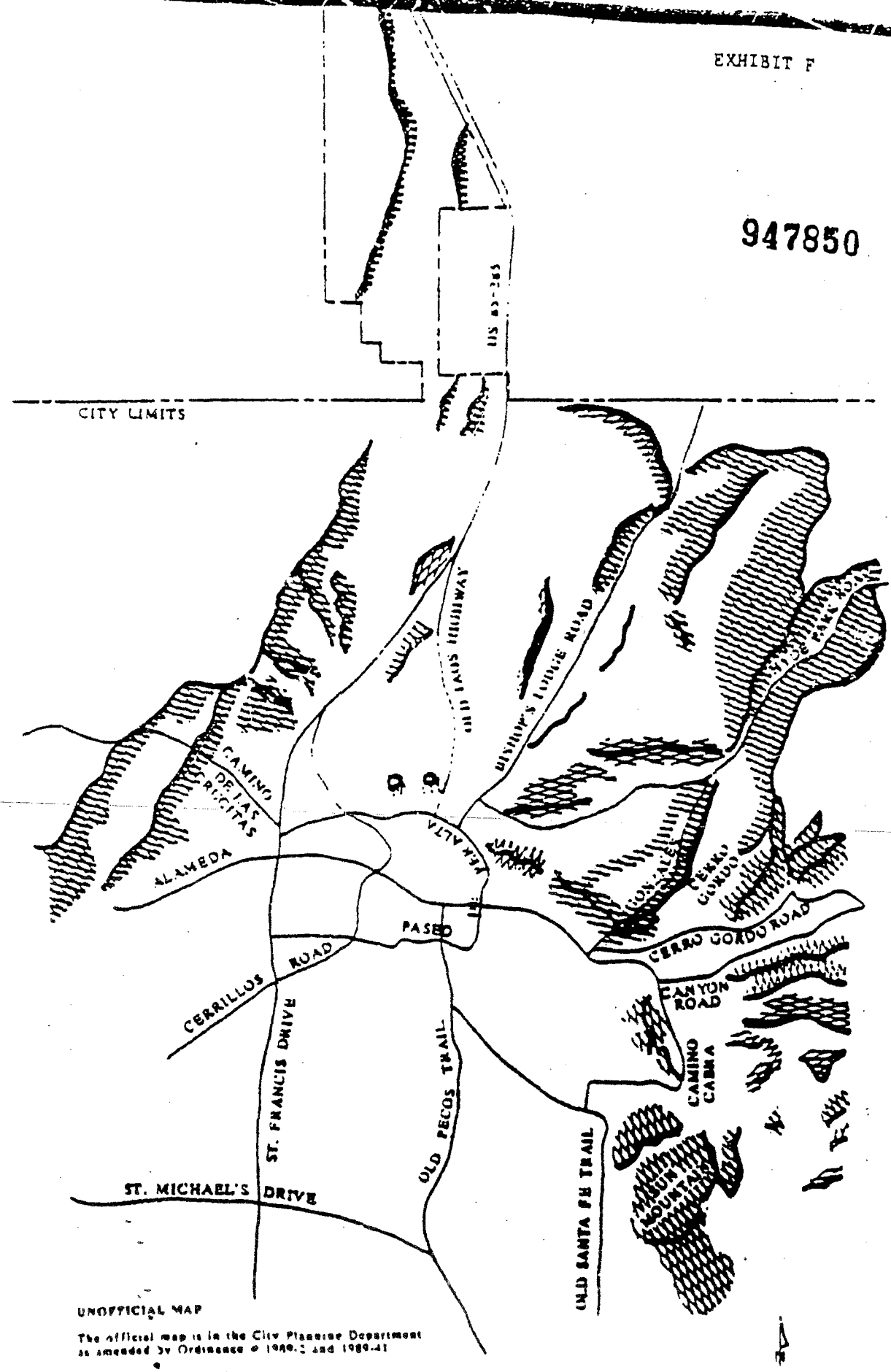
14-90A.8 Effective Date. The effective date of this section shall be February 9, 1989. (Ord. #1988-28, §9)

14-91 RESERVED.*

*Editor's Note: Section 14-91, Hillside Avenue Overlay District, previously contained herein, has been repealed in entirety by Ordinance No. 1988-29, §14.

EXHIBIT F

947850



ESCARPMENT OVERLAY DISTRICT

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(3) Location of existing infrastructure;

(4) Proposed site improvements; and

(5) Any other change that would protect the public interest, reduce the visual impact and further the objectives of this section.

F. For any development requiring a permit in the escarpment overlay district, the property shall be posted by the applicant with a public notice poster obtained from the technical review division. Such poster shall be prominently displayed, visible from a public street, and securely placed on the property from the time that an application for a permit is submitted to the issuance of the permit. The poster shall indicate the nature of the request, identification of the property affected and the time, date and place to review the development application.

G. Any action of the city staff may be appealed to the Development Review Committee.
(Ord. #1992-9, §4)

14-90A.6 Subdivision of Land; Multi-Family Dwellings.

A. No land located in whole or in part in the escarpment overlay district shall be subdivided or resubdivided, nor shall a subdivision or resubdivision plat be approved for such land, if any lot fails to have at least one (1) buildable site on the lot located entirely outside the ridgetop subdistrict. The purpose of this requirement is to assure that each lot located in whole or in part in the escarpment overlay district contains at least one (1) buildable site located outside the ridgetop subdistrict. To the extent this prohibition increases minimum lot size or decreases density beyond that which is authorized by the underlying zone for a parcel of land, then this subsection shall operate as a further limitation on the minimum lot size and allowable density.

B. In order to minimize, to the extent possible, the further density and minimum lot size restrictions caused by operation of subsections 14-90A.6(A), development alternatives such as planned unit developments and cluster developments which site structures in the foothill subdistrict or outside the escarpment overlay district are encouraged.
(Ord. #1992-9, §5)

14-90A.7 Architectural and Site Standards.

A. All new structures or extensions of existing structures located or erected in the escarpment overlay district shall be in compliance with this subsection. As required by subsection 14-90A.4, drawings shall be submitted of all exterior elevations of all structures showing building materials, colors, length, and heights; a minimum of two (2) cross sections

947852

from the highest point of natural grade or finished grade which ever is more restrictive showing how the existing and proposed contours relate to the building and the plans required pursuant to subsection 14-90A.9; a site plan; and a floor plan all showing compliance with the standards of this section. All floor plans, elevations, and cross sections shall be drawn to a minimum scale of one-eighth inch equals one foot (1/8"=1').

B. The colors of all structures shall be the browns and tans of local earth tones within fifty feet (50') of the area immediately adjacent to the proposed structures and shall not be cream or white except as specifically authorized herein. Stone surfaces shall be left in their natural state. Entries, portals and trim may be emphasized by the use of white, offwhite, yeso or other similar accent colors. Structures painted or stuccoed with bold repetitive patterns or structures used as signs are prohibited.

C. Only clerestories and flat roofs shall be permitted in the escarpment overlay district except that shed roofs are allowed for portals. Metal roofs shall be of a nonreflective, non-glossy material which is muted in color. Red, yellow, blue, white, black, purple, orange and related colors are prohibited for roofs. All exterior window treatments exclusive of window trim shall comply with restrictions stated above for roof colors. All exterior glazing shall be nonmirrored with a reflectance of less than forty percent (40%).

D. In the ridgetop subdistrict the highest point of any structure shall not exceed a maximum height of fourteen feet (14') above each and every point of measurement along the structure perimeter. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height. The highest point on the structure includes the top of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet (3') above the immediately adjacent roof. Adding fill dirt to the natural grade in order to increase the height of the ridgetop is prohibited.

E. The maximum height of any structure in the foothills subdistrict shall be determined by the more restrictive of the following calculations:

(1) The highest point on the structure shall not exceed a maximum height of fourteen feet (14') above the highest natural grade at the perimeter of the structure.

(2) The highest point on the structure shall not exceed a maximum height of twenty feet (20') above each and every point of measurement along the structure perimeter. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height.

(3) The highest point on the structure includes the tops of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet (3') above the immediately adjacent roof. Adding fill dirt to the natural grade in order to increase the height is prohibited.

F. For all structures, twenty feet (20') in height in a single plane. No facade shall be more than fifty feet (50') in length in a single plane. All facades with offsets of less than four feet (4') in depth are defined to be in a single plane.

G. Cantilevers of greater than three (3') horizontal feet in depth are prohibited.

H. Cantilevered decks of greater than three (3') horizontal feet in depth are prohibited. Decks greater than three (3') horizontal feet in depth and more than five (5') feet above grade whether cantilevered or supported are prohibited. Decks over roofs of structures and their flat portals shall be permitted provided that the decks do not exceed the maximum height limit set forth in subparagraphs D and E above.

I. Exterior lighting shall not directly illuminate the surfaces of structures (excluding entries, garages and portals), or landscaping. The light source of any exterior indirect lighting shall be less than three feet (3') in height.

J. The maximum lot coverage by all dwellings, accessory buildings, structures, graded land, and the placement of any impermeable surfaces shall not exceed forty percent (40%) of the gross area of the lot. Landscaping that does not require grading and ponding areas, whether graded or not, shall not be included as areas of lot coverage.
(Ord. #1992-9, §6)

14-90A.8 Landscaping.

A. Landscape plans as required by subsection 14-90A.4 shall be submitted by the applicant showing compliance with the provisions of this section. Landscape plans shall be stamped by a licensed landscape architect or architect. The landscaping plan shall meet the standards set forth in Section 14-56 of this chapter.

B. Except as set forth in paragraph C below, all cut and fill slopes and retaining walls more than four feet (4') high and with a grade of 3:1 or more shall have screening vegetation planted and maintained at the base of the slope and those with a grade of less than 3:1 shall have screening vegetation planted and maintained on the face of the entire cut or fill slope as follows:

(1) Screening vegetation shall be planted and maintained in addition to revegetation materials required in subsection 14-90.6, and shall be indigenous

evergreen trees characteristic of the immediately adjacent area. No trees are required for solid rock terrain.

(2) All trees shall be a minimum of six feet (6') high at the time of planting, and shall be planted and maintained at a density commensurate with the adjacent existing natural landscape. The commensurate density shall be determined by an inventory of existing natural trees of four (4') feet or greater in height in a fifty by fifty foot square (50' x 50') within the cut or fill area prior to excavation. An inventory of the existing natural trees within the cut and fill area shall be shown on the landscape plan.

(3) Existing indigenous evergreen trees over six feet (6') high and located within four feet (4') of the base of the cut and fill slope may be counted toward fulfilling the number of trees required for screening.

(4) Cut slopes with a slope or retaining wall closer than six feet (6') from the edge of a road or driveway may be screened with a trellis supporting planted vegetation or some other similar means which creates a natural screened effect.

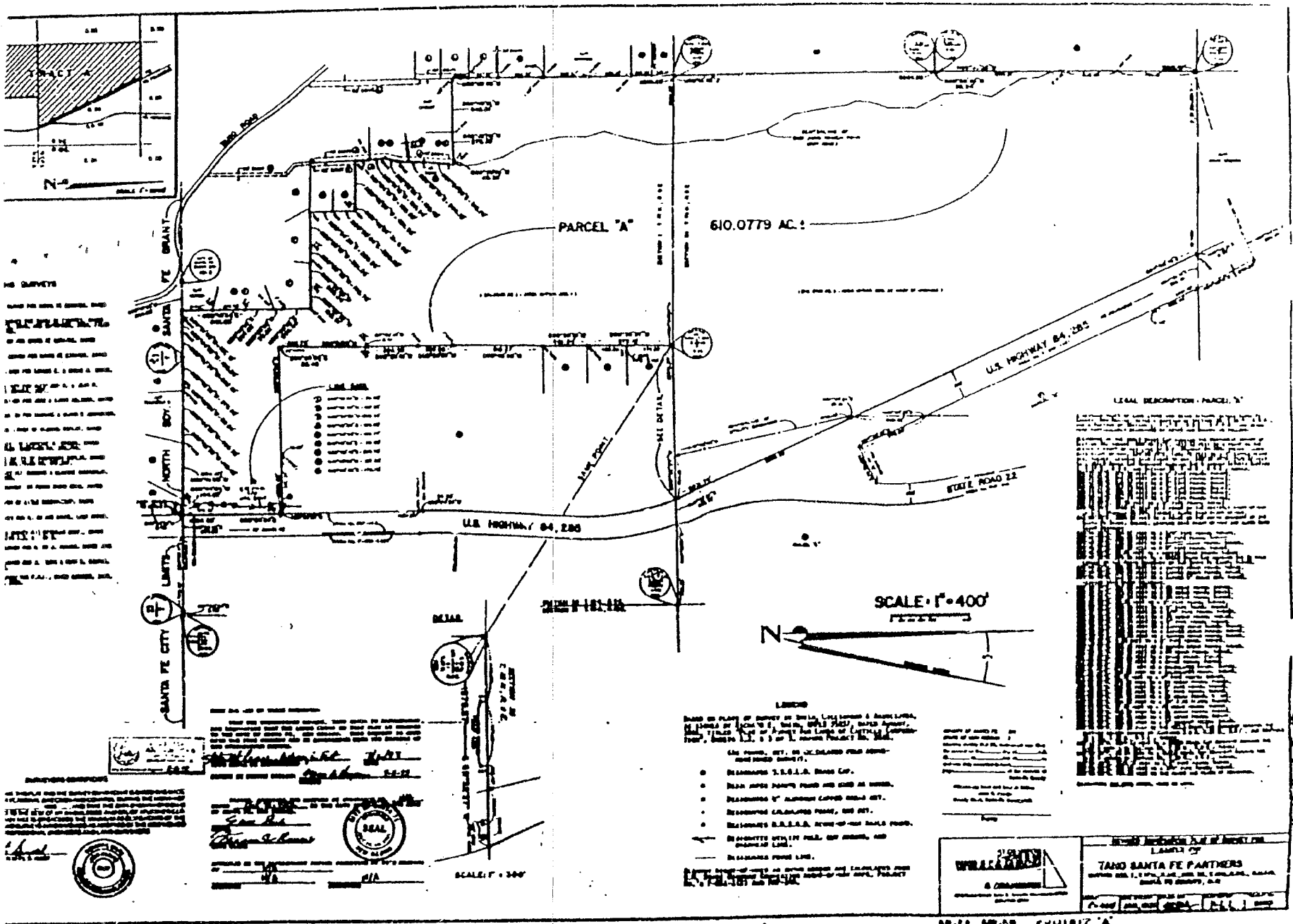
C. For public or private roads and driveways having individual cut and fill slopes and retaining walls over four feet (4') high and a combined cut and fill slope height of at least eight feet (8'), but not more than twelve feet (12'), landscape screening consisting of indigenous evergreens as set forth in paragraph B above, is required for the fill slopes only. If combined slopes are greater than twelve feet (12'), then the cut and fill slopes shall be screened individually as set forth in paragraph B.

D. Slopes screened from view from any adjacent public street, way, or place by buildings, walls, or fences are exempt from the provisions of paragraphs B and C.

E. Where any structure is more than eight feet (8') high and no more than sixteen feet (16'), there shall be at least one (1) indigenous evergreen tree leaving exposed no more than fifty percent (50%) of the structure from the highest point on the structure to the top of the tree. Where any structure is more than sixteen feet (16') high there shall be planted at least one (1) indigenous evergreen tree at least eight feet (8') in height and not more than fifteen (15') from such structure.

F. There shall be one tree existing or planted of at least six feet (6') in height for every fifteen linear feet (15') of horizontal wall of each structure which shall be located not more than fifteen feet (15') from such wall.

G. No retaining walls in the escarpment overlay district shall be greater than five feet (5') in height. When retainage greater than five (5') feet is required, retaining walls shall


PARCEL "A"
610.0779 AC.±
U.S. HIGHWAY 84, 285
STATE ROAD 22
SCALE: 1"=400'
N
EXHIBIT 'A'

be set back a minimum of six (6') horizontal feet from face of wall to face of wall. Setback area grading shall not exceed a one percent (1%) cross slope and all walls shall be screened in accordance with subsection 14-90A.8.B.

H. The landscaping requirements set forth in this paragraph shall be in addition to all other landscaping requirements in this section.

I. All landscaping shall comply with the standards of Section 14-56 of this chapter.
(Ord. #1992-9, §7)

14-90A.9 Terrain Management. As required by subsection 14-90A.4, natural topography, storm drainage, grading and erosion control plans shall be submitted by the applicant showing compliance with the terrain management requirements of subsections 14-90.3 through 14-90.6. inclusive. The exclusions to the terrain management regulations set forth in subsection 14-90.2 do not apply to any applications in the escarpment overlay district. (Ord. #1992-9, §8)

14-90A.10 Utilities.

A. All new and replacement water, gas, electric, telephone, television, and all other utilities, including both main and service lines which service developments within the escarpment district, shall be placed underground within or adjacent to roads. Utilities shall be located in the following priority:

(1) Within a dedicated public road right-of-way;

(2) Within an easement of sufficient width to provide ingress and egress for maintenance purposes that is adjacent to a dedicated public right-of-way; or

(3) Within a private road right-of-way.

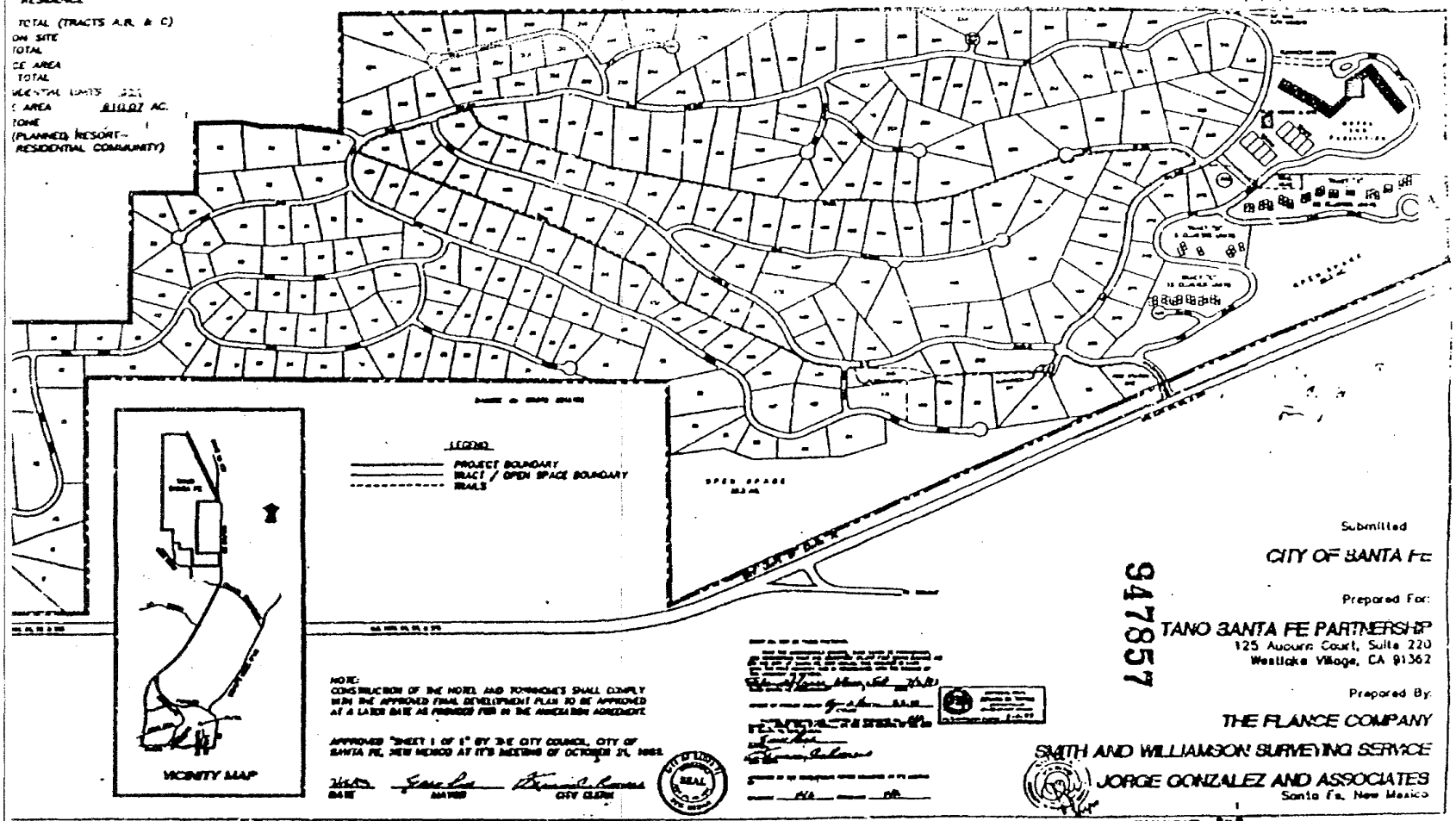
B. Water service mains may be located outside road rights-of-way if required by change in water-pressure zone.

C. Sewer lines outside road rights-of-way for both public and private use shall be located to minimize tree removal, to prioritize multiple-service lines in a common trench over single service mains to reduce the number of maintenance roads; and to prioritize gravity flow over lift stations. Public sewer line easements outside road rights-of-way are permitted when required by the city utility. All disturbed easements outside the road rights-of-way shall be reseeded and maintained at approximate original ground-cover by the owner of the property to the approximate original height.

TANO SANTA FE SUBDIVISION

SANTA FE, NEW MEXICO

MASTER PLAN



Submitted

CITY OF SANTA FE

Prepared For:

TANO SANTA FE PARTNERSHIP
125 Aucurn Court, Suite 220
Westlake Village, CA 91362

Prepared By:

THE FLANCE COMPANY

SMITH AND WILLIAMSON SURVEYING SERVICE

JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

947857

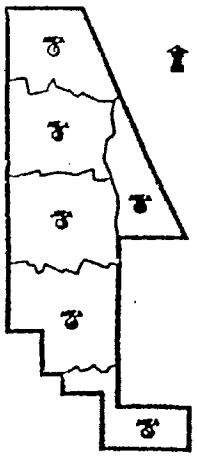
EXHIBIT "B"

PRELIMINARY SUBDIVISION PLAN SUBMITTAL FOR TANO SANTA FE PLANNED RESIDENTIAL RESORT COMMUNITY

REVISED DECEMBER 11, 1992
MARCH 1, 1993

SHEET INDEX

SHEET TITLE	SHEET NUMBER
[illegible]	

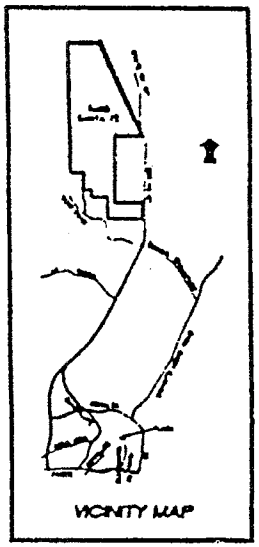


AREA KEY MAP

TANO
SANTA FE

APPROVED "SHEETS 1 THRU 9 INCLUSIVE" BY THE CITY COUNCIL, CITY OF SANTA FE, NEW MEXICO AT ITS MEETING OF OCTOBER 21, 1992.

DATE MAYOR CITY CLERK



VICINITY MAP

Submitted To:

CITY OF SANTA FE

Prepared For:

TANO SANTA FE PARTNERSHIP
125 Auburn Court, Suite 220
Westlake Village, CA 91362

94185

Prepared By:

THE FLANCE COMPANY

SMITH AND WILLIAMSON SURVEYING SERVICE

JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

EXHIBIT "C"

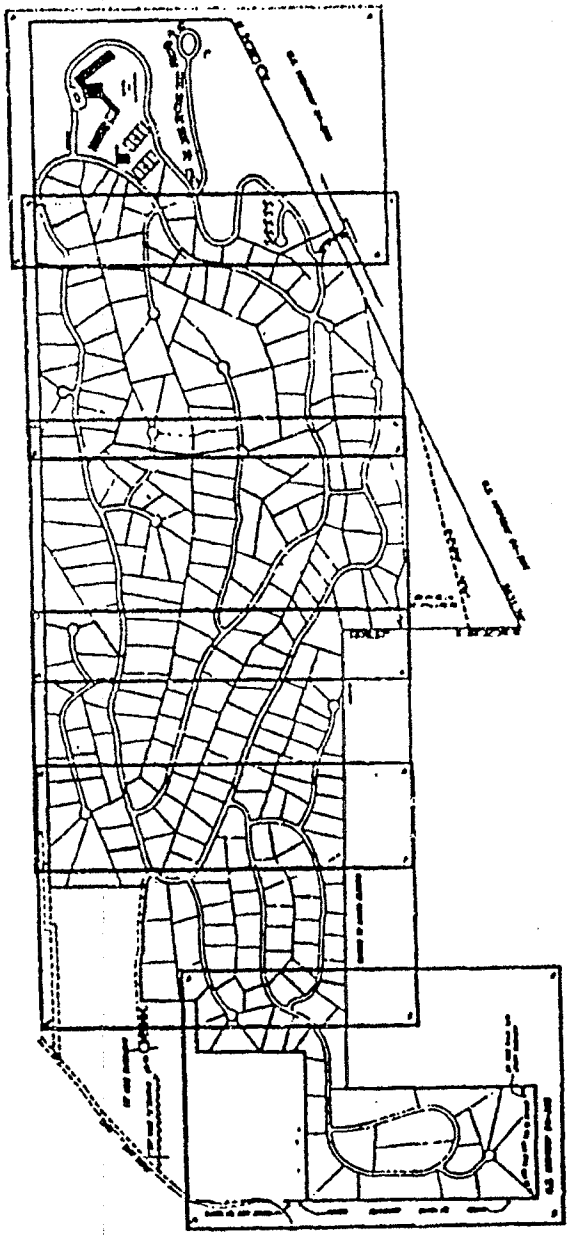
SHEET 1

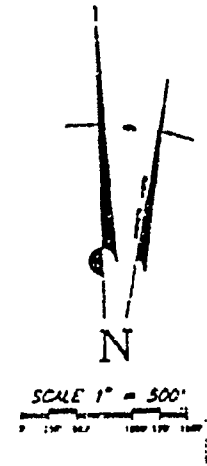
PRELIMINARY SUBDIVISION PLAN

TANO SANTA FE

HOTEL	250 ROOMS
CLUSTER "A"	12 RESIDENCES
CLUSTER "B"	34 RESIDENCES
TOTAL TOWNHOMES	46 RESIDENCES
RESIDENTIAL HOMESITES	278 SINGLE FAMILY LOTS
TOTAL	322 UNITS

SMALLEST LOT SIZE = 1.0 ACRE ±
LARGEST LOT SIZE = 6.0 ACRES ±
AVERAGE LOT SIZE = 1.5 ACRES±





NOTICE: [illegible]

LEGEND/PLAT REFERENCE

[illegible]

PROPOSED SUBDIVISION NOTES

[illegible]

947859

SMITH WILLIAMSON & ASSOCIATES

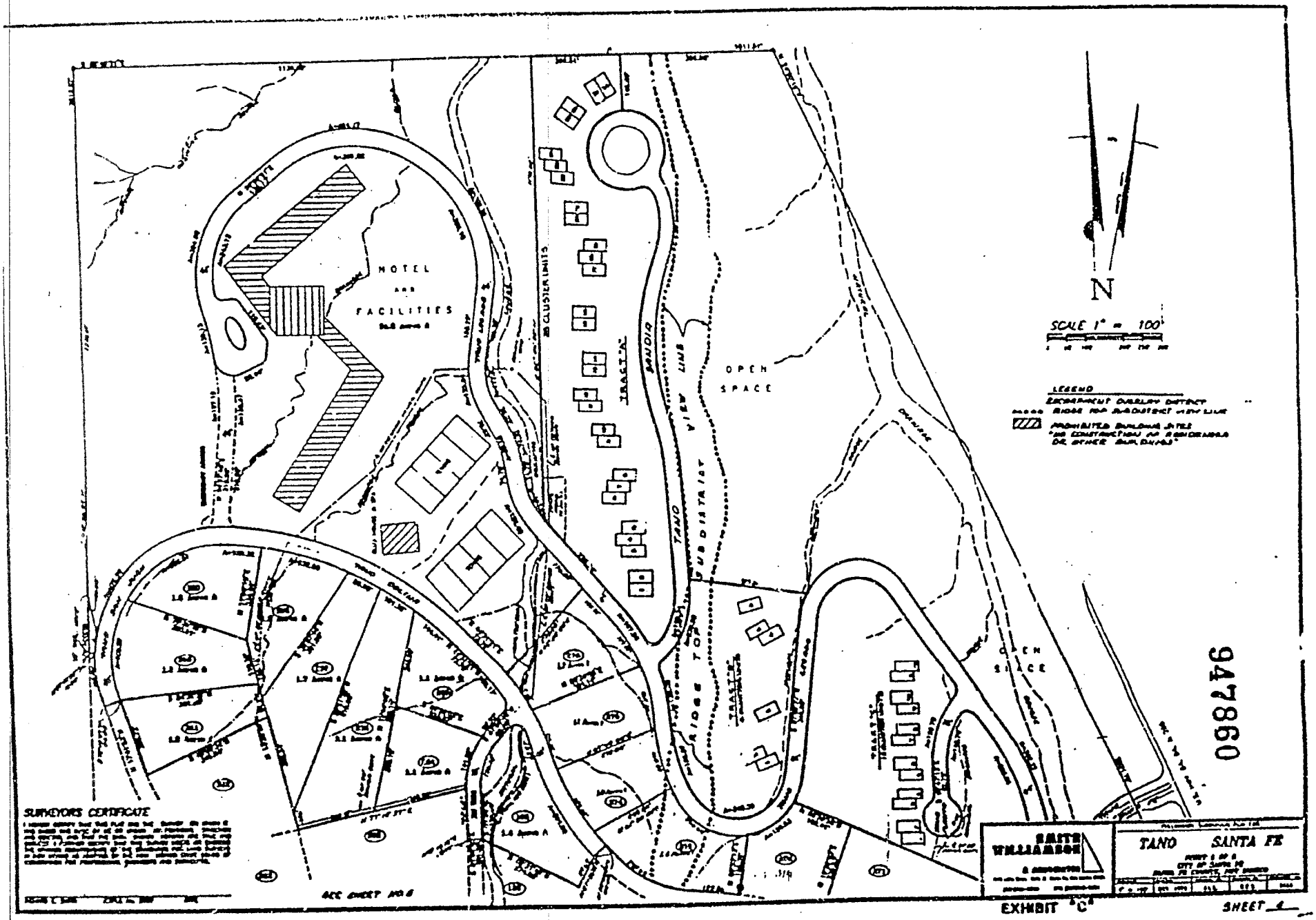
TANO SANTA FE

COVER & INDEX SHEET

EXHIBIT "C"

SHEET 1

PRELIMINARY SUBDIVISION PL.


HOTEL
AND
FACILITIES
OPEN
SPACE
N
SCALE 1" = 100'
LEGEND
SURVEYORS CERTIFICATE
SMITH WILLIAMSON
TANO SANTA FE
EXHIBIT "C"
SHEET 1
947860
PRELIMINARY SUBDIVISION PLAN

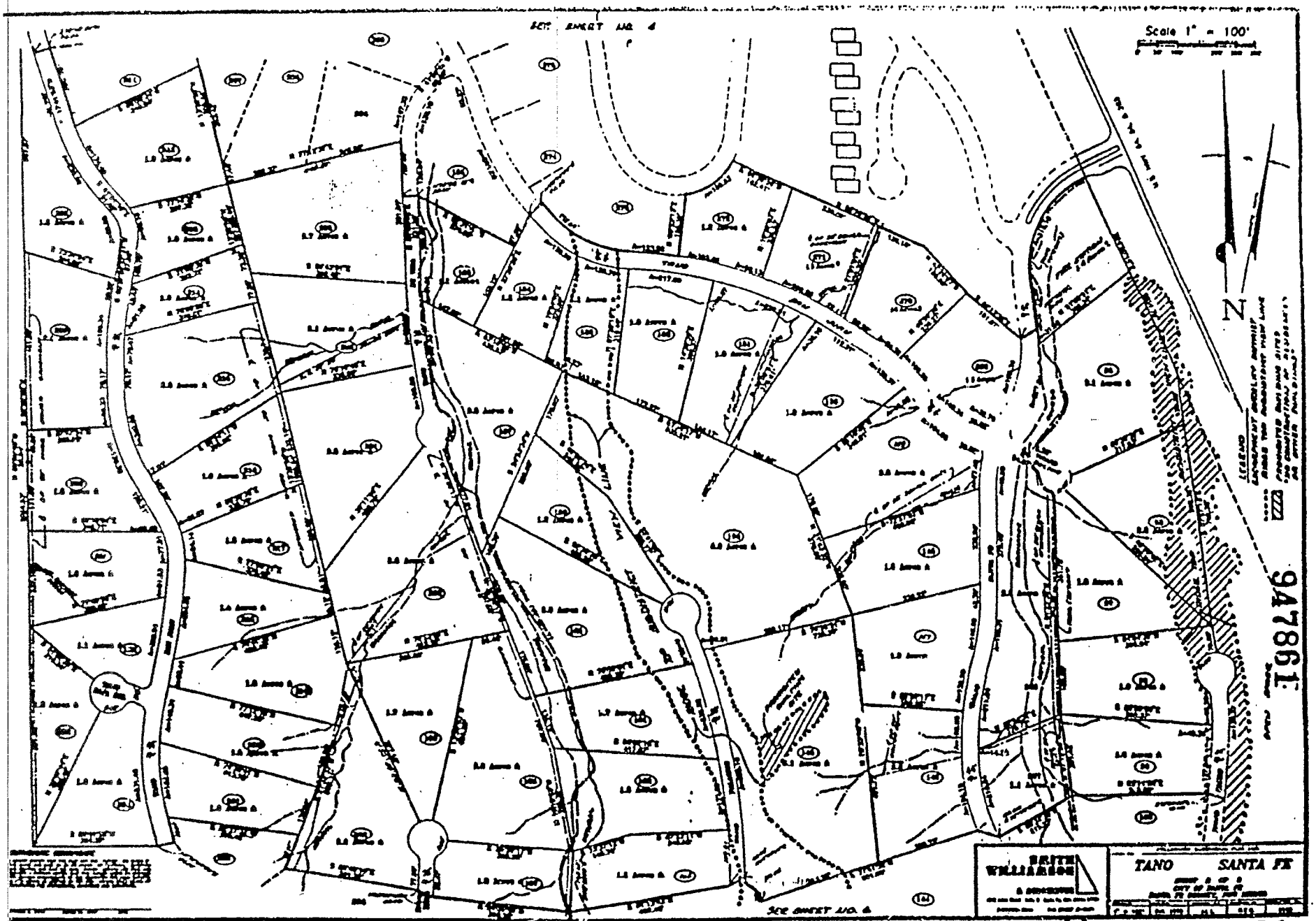


EXHIBIT "C"

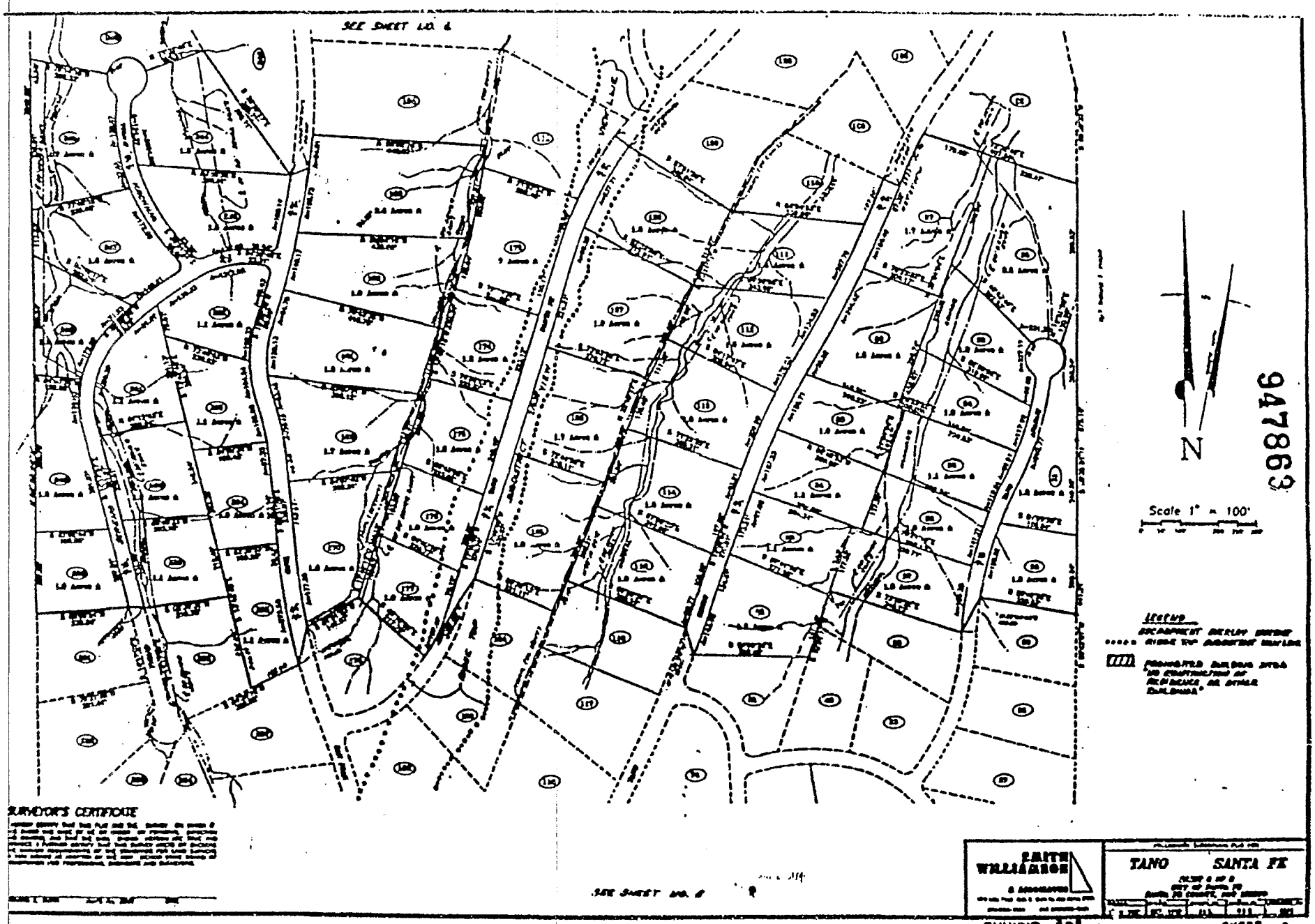
SHEET 2

EXHIBIT "C"

SHEET

94786

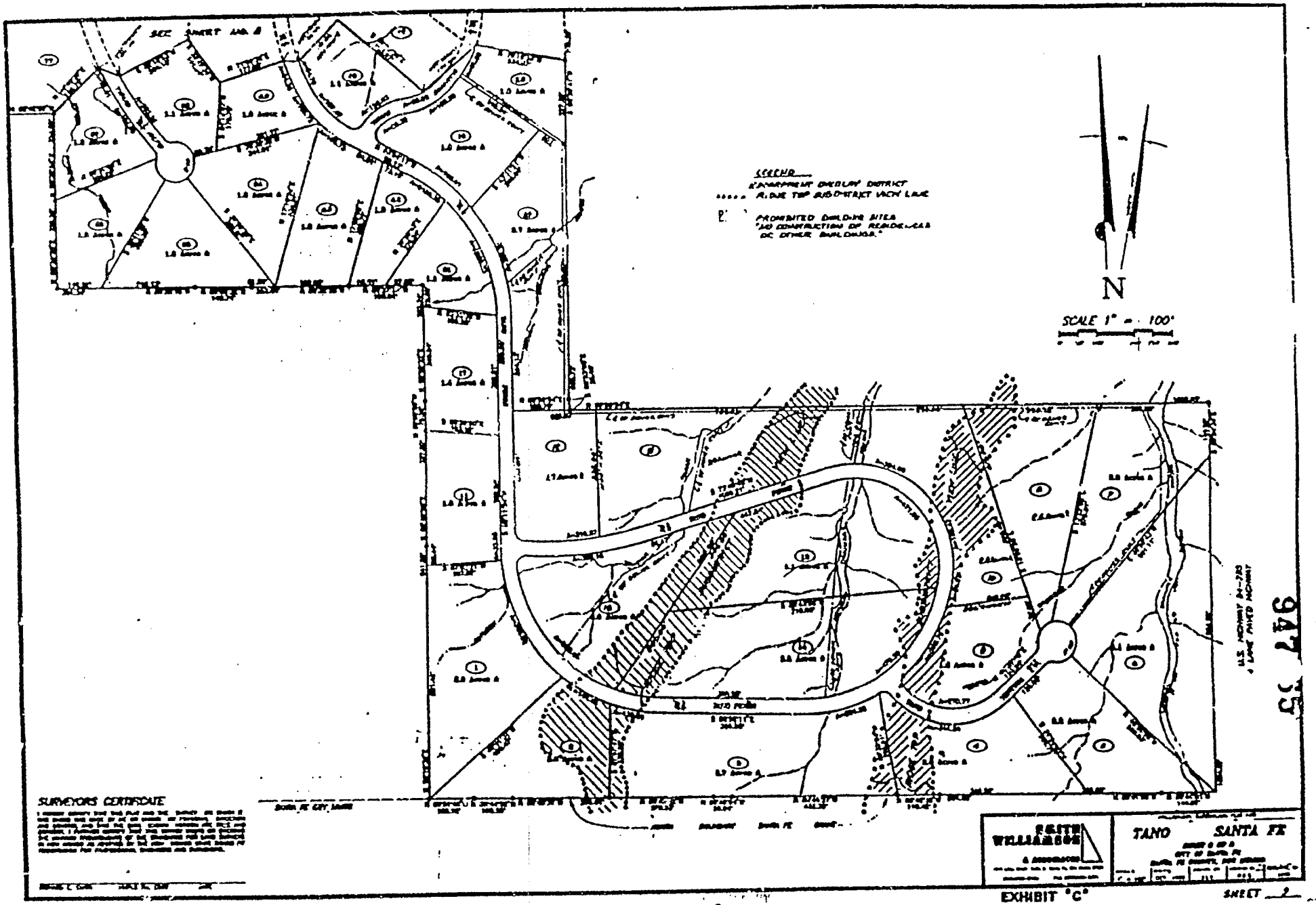
PRELIMINARY & FINAL PLAT



947863

PRELIMINARY SUBDIVISION PLAT

SCALE 1" = 100'
VIEW LINE
SUBDISTRICT
RIDGE TOP
SURVEYORS CERTIFICATE
SMITH WILLIAMSON
TANO SANTA FE
EXHIBIT C
SHEET 2
PRELIMINARY SUBDIVISION
94864



947 35

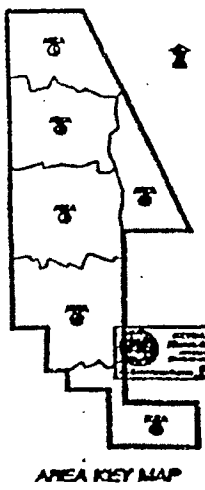
PRELIMINARY SUBDIVISION PLAN

PRELIMINARY DEVELOPMENT PLAN SUBMITTAL FOR TANO SANTA FE PLANNED RESIDENTIAL RESORT COMMUNITY

REVISED DECEMBER 11,1992
MARCH 1, 1993

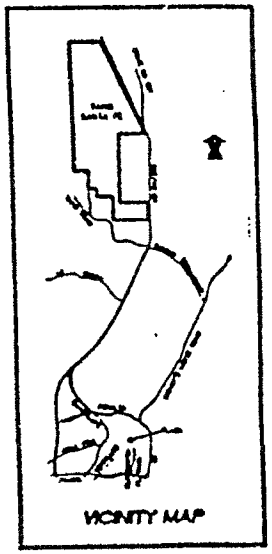
SHEET INDEX

SHEET TITLE	SHEET NUMBER
[illegible]	[illegible]



AREA KEY MAP

TANO
SANTA FE



VICINITY MAP

APPROVED "SHEETS 10 THRU 43 INCLUSIVE" BY THE CITY COUNCIL, CITY OF SANTA FE, NEW MEXICO AT ITS MEETING OF OCTOBER 26, 1992.

DATE MAYOR CITY CLERK

947866

Submitted To:

CITY OF SANTA FE

Prepared For:

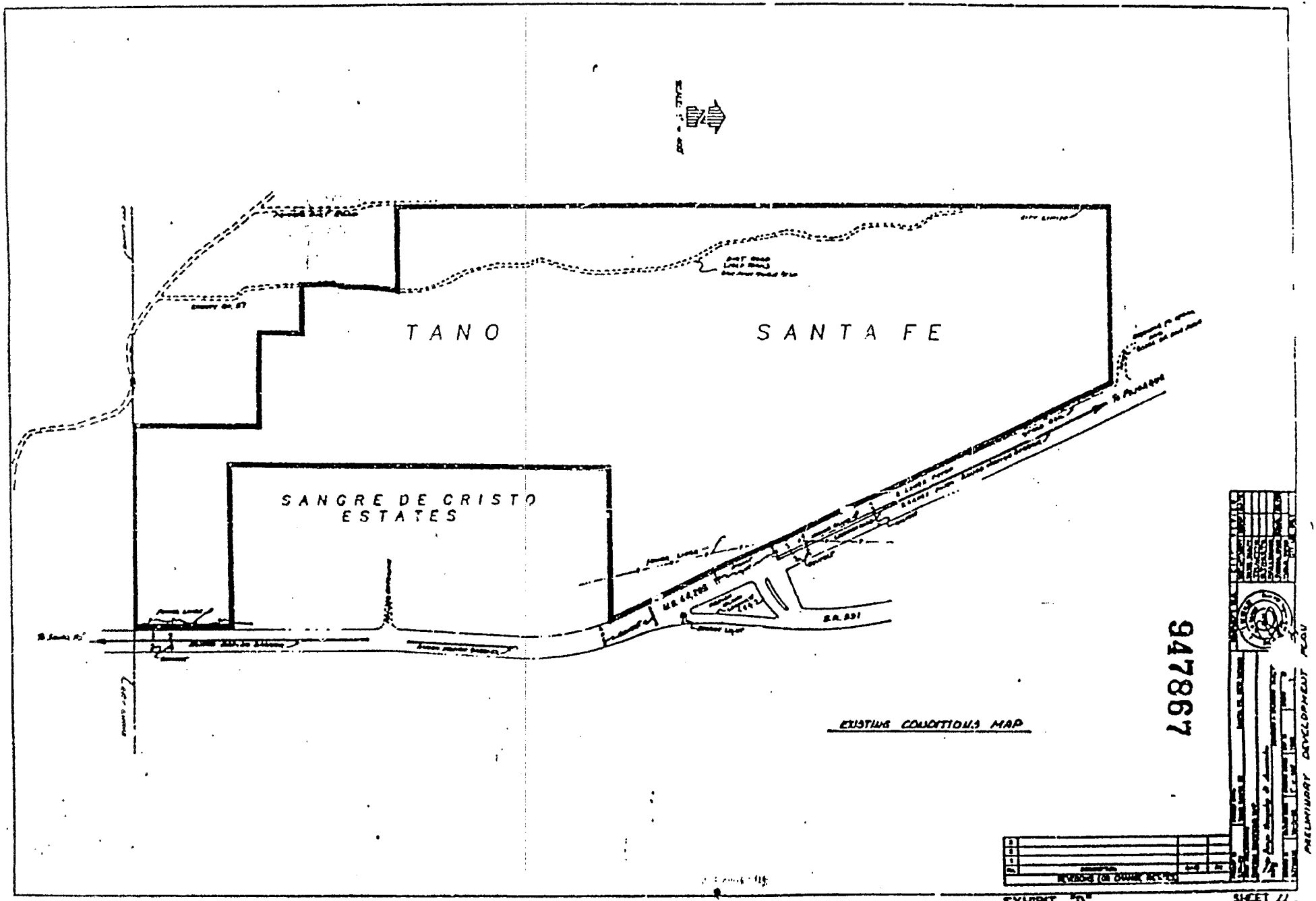
TANO SANTA FE PARTNERSHIP
125 Auburn Court, Suite 220
Westlake Village, CA 91362

Prepared By:

THE FLANCE COMPANY
SMITH AND WILLIAMSON SURVEYING SERVICE
JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

PRELIMINARY DEVELOPMENT PLAN

EXHIBIT "D" SHEET NO. 10


TANO
SANTA FE
SANGRE DE CRISTO
ESTATES
EXISTING CONDITIONS MAP
947867
PRELIMINARY DEVELOPMENT PLAN
EXHIBIT "D"
SHEET 11

PHASE III

PHASE II

PHASE I

PHASE IV

OPEN SPACE

OPEN SPACE

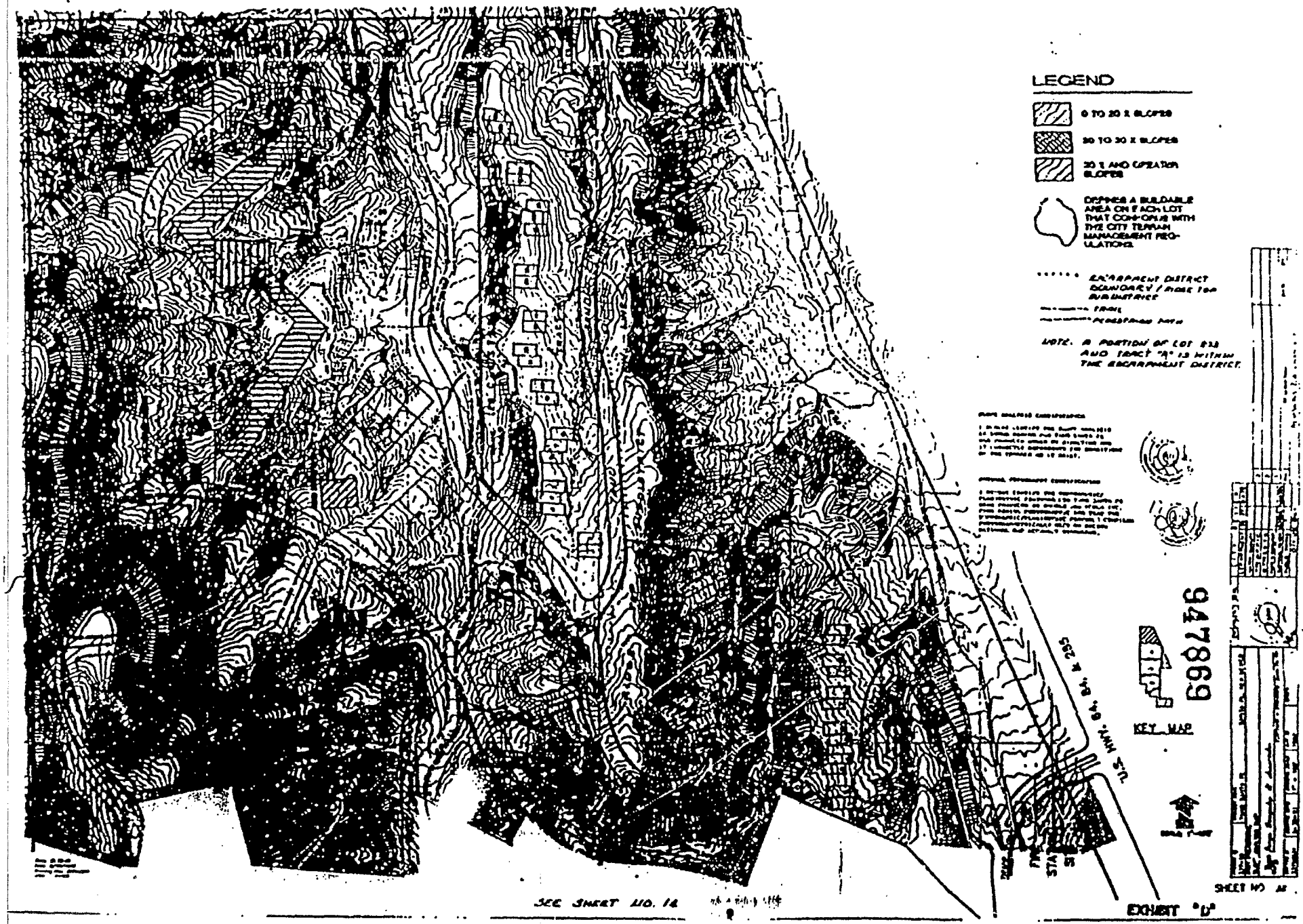
PHASE	DESCRIPTION
I	
II	
III	
IV	

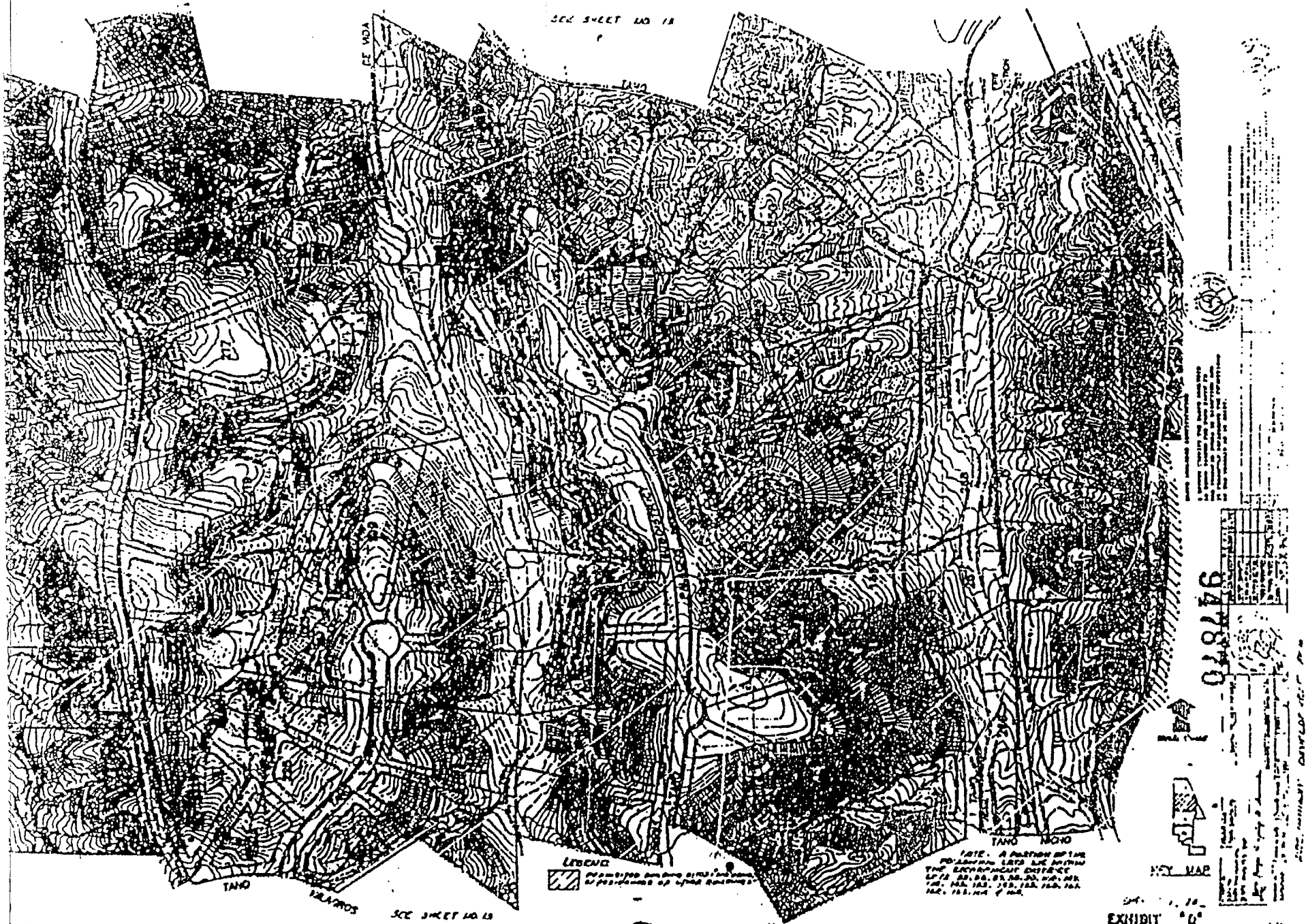
947868

EXHIBIT "D"

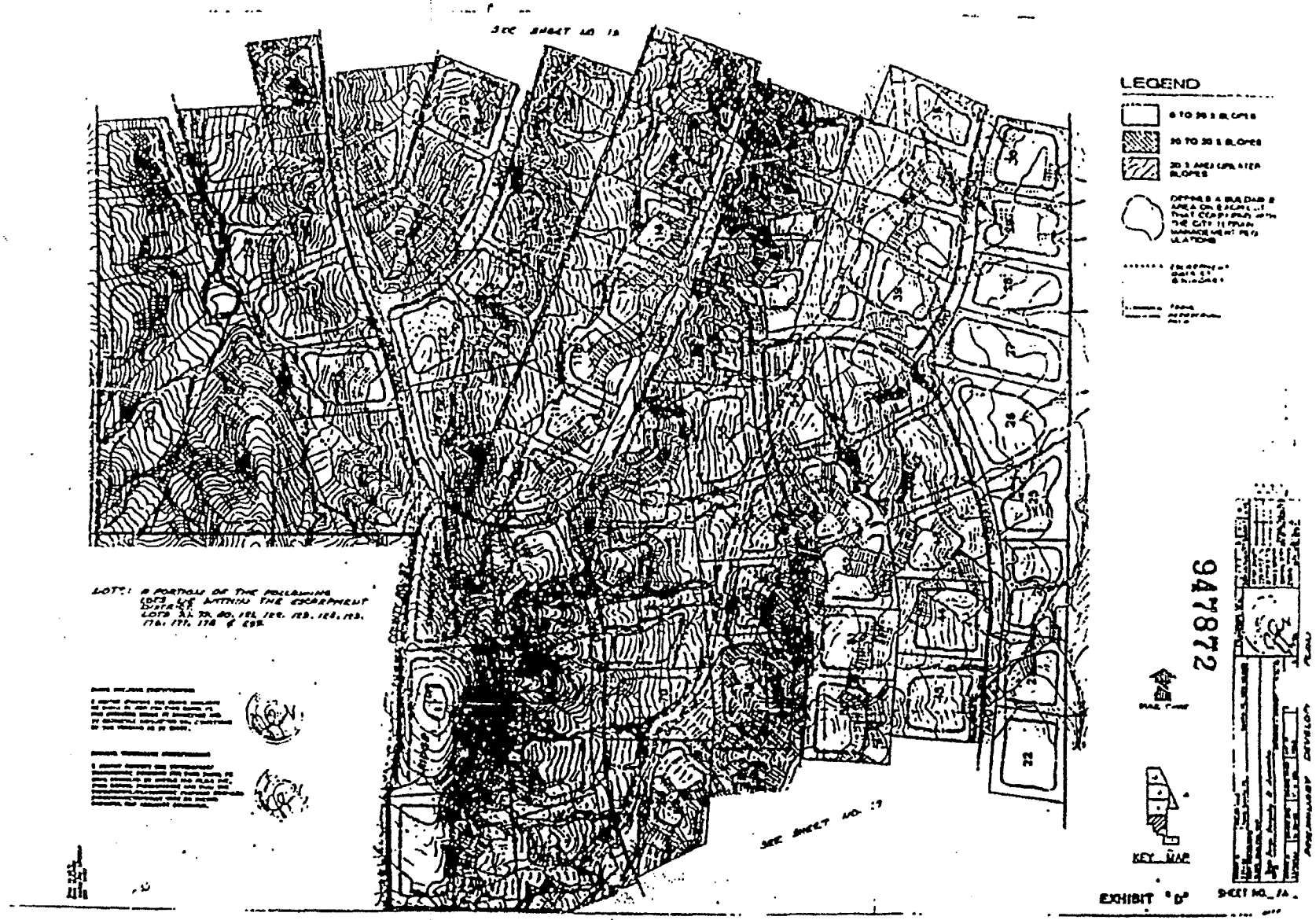
TANO SANTA FE

PHASING PLAN


LEGEND
0 TO 20 % SLOPES
20 TO 30 % SLOPES
30 % AND GREATER SLOPES
DEPICTS A BUILDABLE AREA ON EACH LOT THAT CONFORMS WITH THE CITY TERRAIN MANAGEMENT REGULATIONS
ESCARPMENT DISTRICT BOUNDARY / RIDGE TOP SUBDISTRICT
TRAIL
NOTE: A PORTION OF LOT 833 AND TRACT "A" IS WITHIN THE ESCARPMENT DISTRICT.
947869
KEY MAP
SEE SHEET NO. 14
EXHIBIT "D"


SEE SHEET NO. 13
TANO
TANO
TANO NICHO
LEGEND
KEY MAP
EXHIBIT "D"

947871



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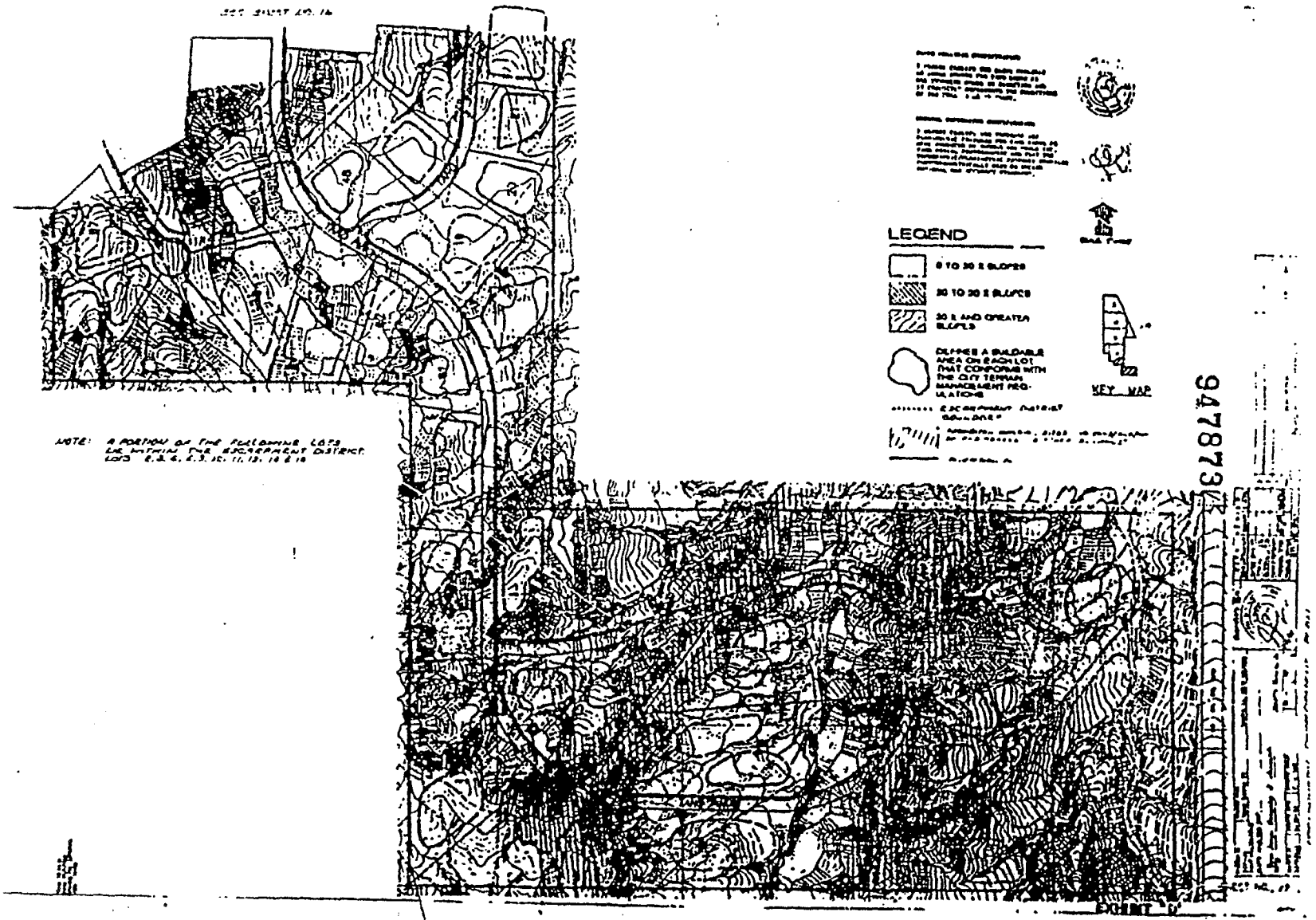
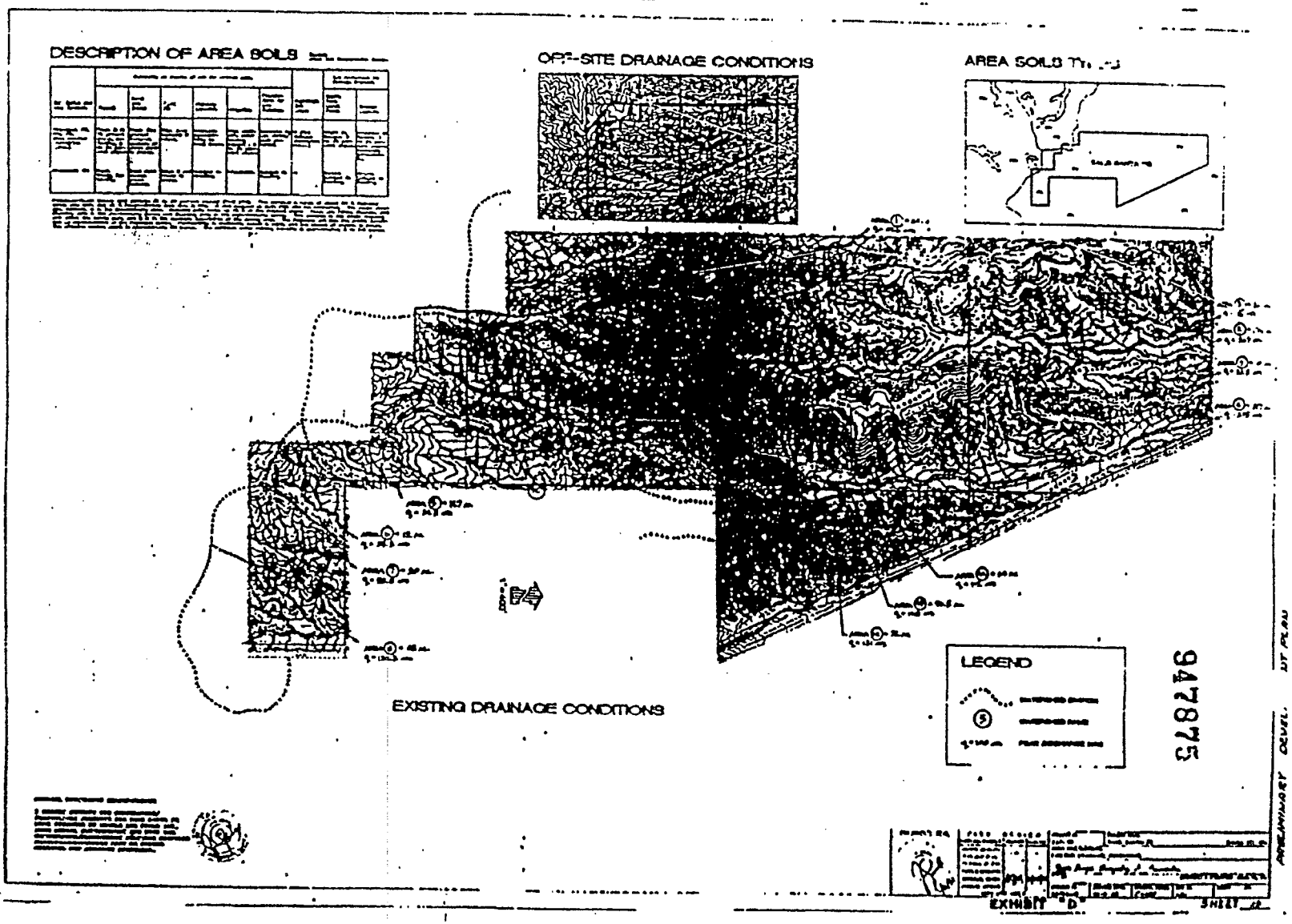
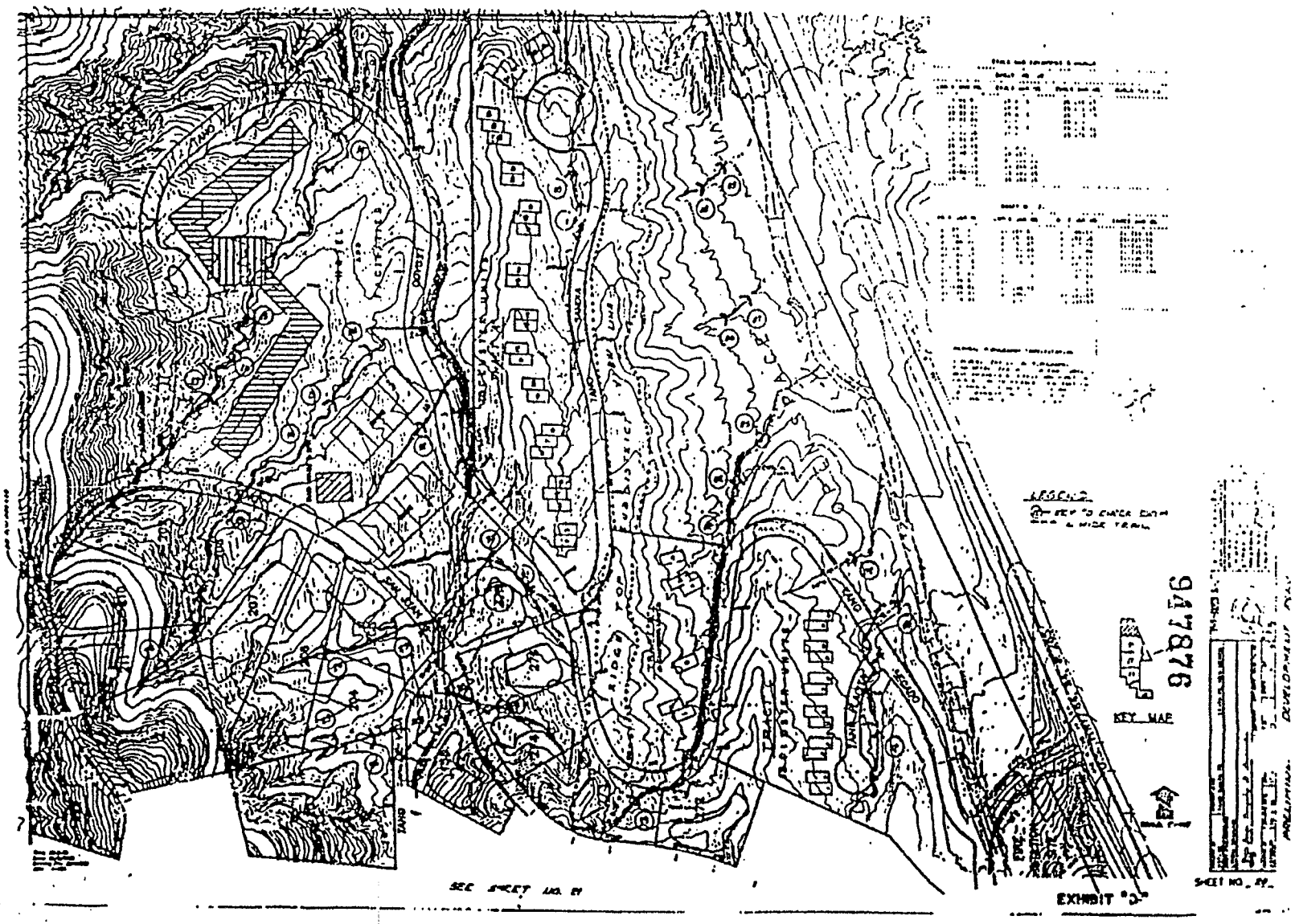
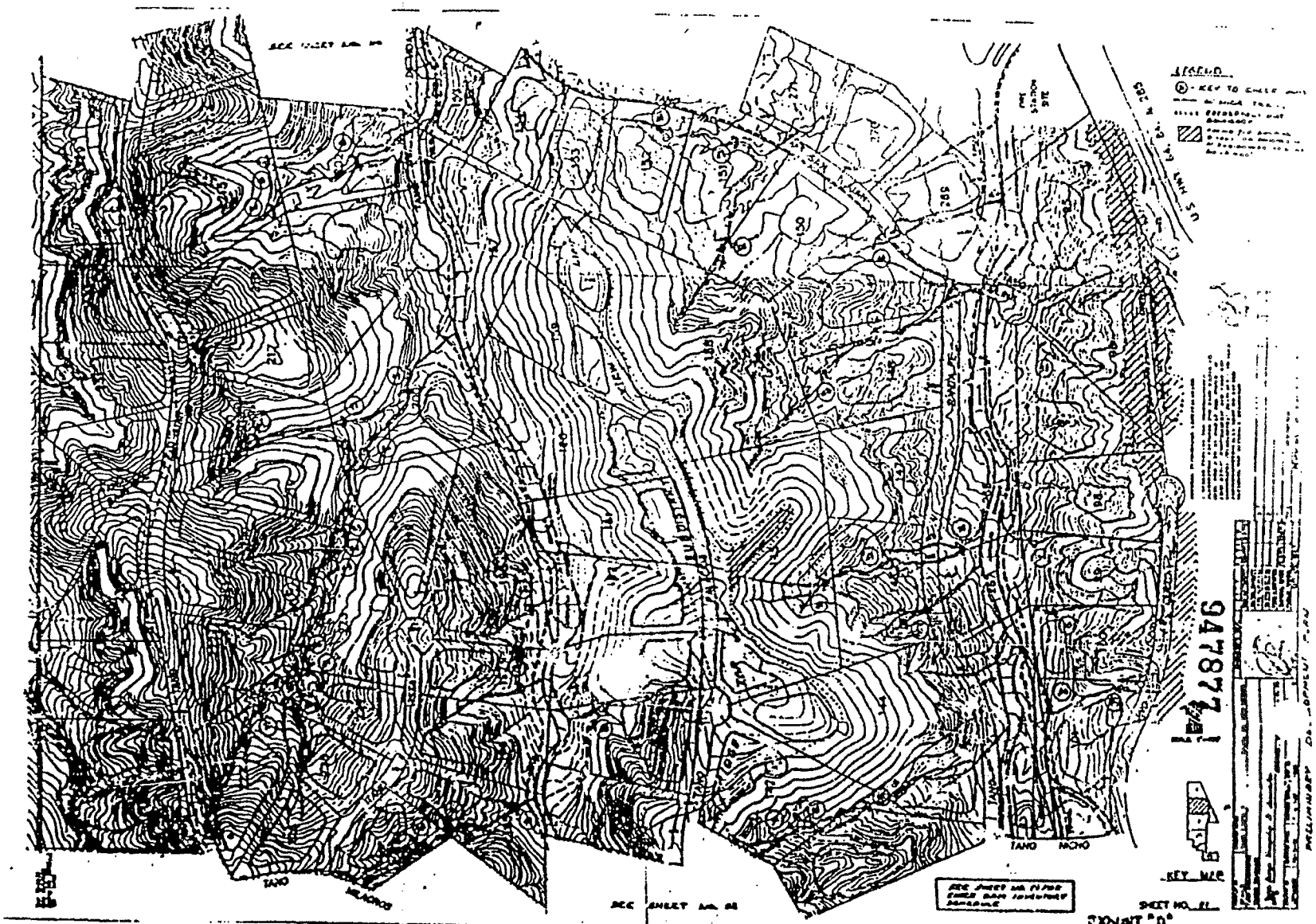


947873

LEGEND
KEY MAP
947874
EXHIBIT "D"


DESCRIPTION OF AREA SOILS
OFF-SITE DRAINAGE CONDITIONS
AREA SOILS
EXISTING DRAINAGE CONDITIONS
LEGEND
947873
PRELIMINARY DEVEL. ST PLAN
EXHIBIT "D"
SHEET

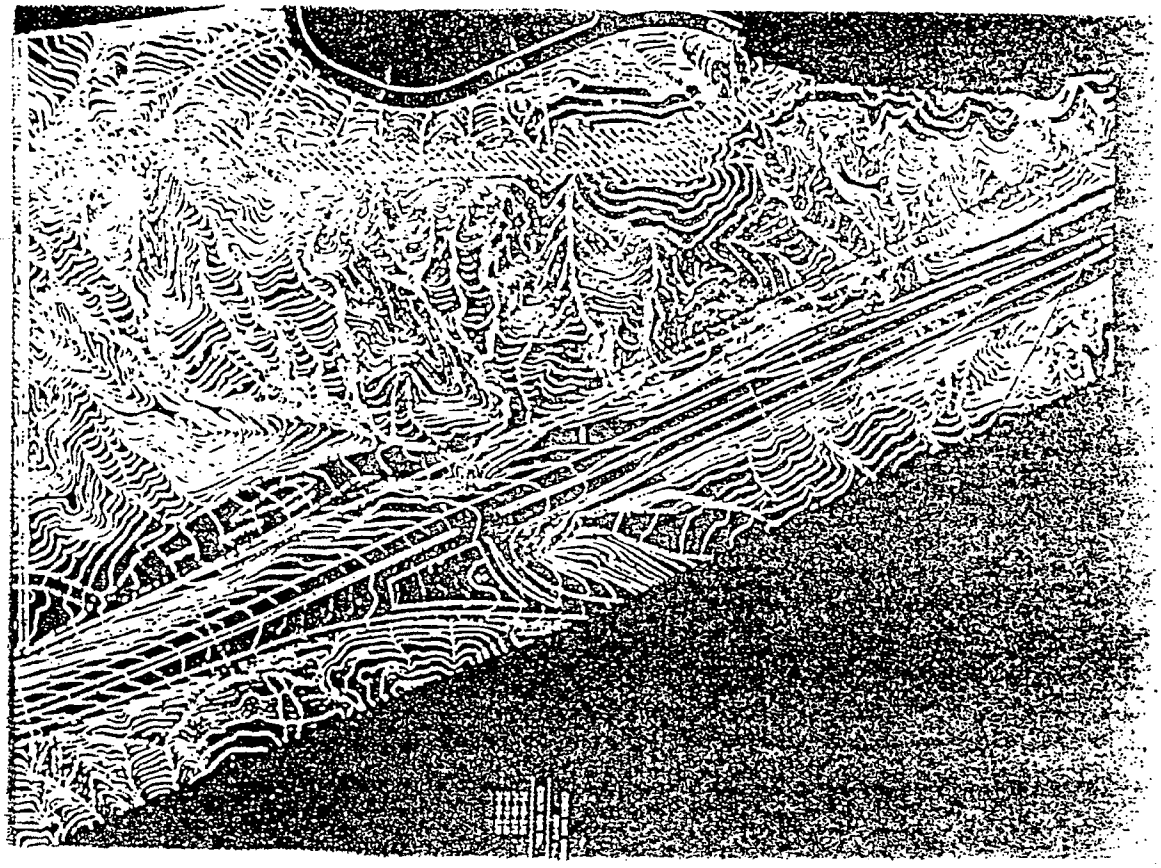

KEY MAP
SEE SHEET NO. 21
EXHIBIT "D"
SHEET NO. 29
947876

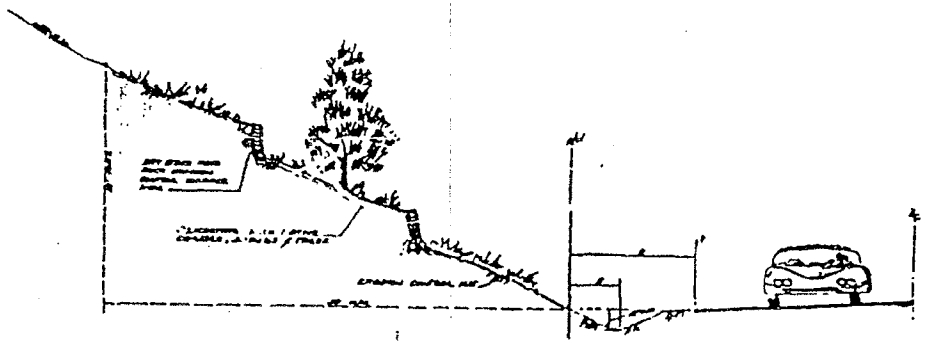

LEGEND
KEY MAP
SHEET NO.
EXHIBIT "D"
TANO
NICHO
947877

947878

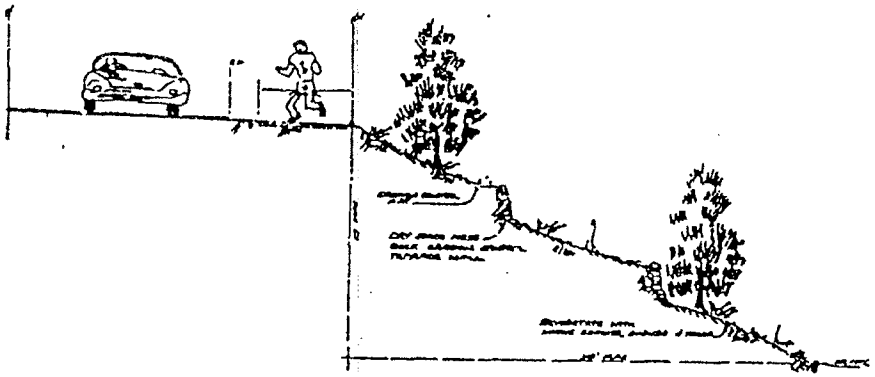
947879

94788

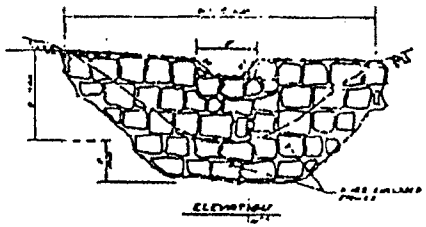




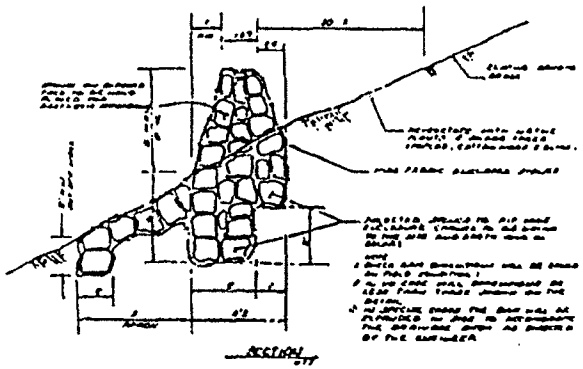
2:1 CUT SLOPE GREATER THAN 5' HIGH



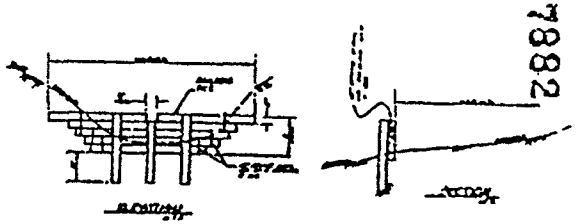
2:1 FILL SLOPES GREATER THAN 5' HIGH



ELEVATION



ROCK CHECK DAM

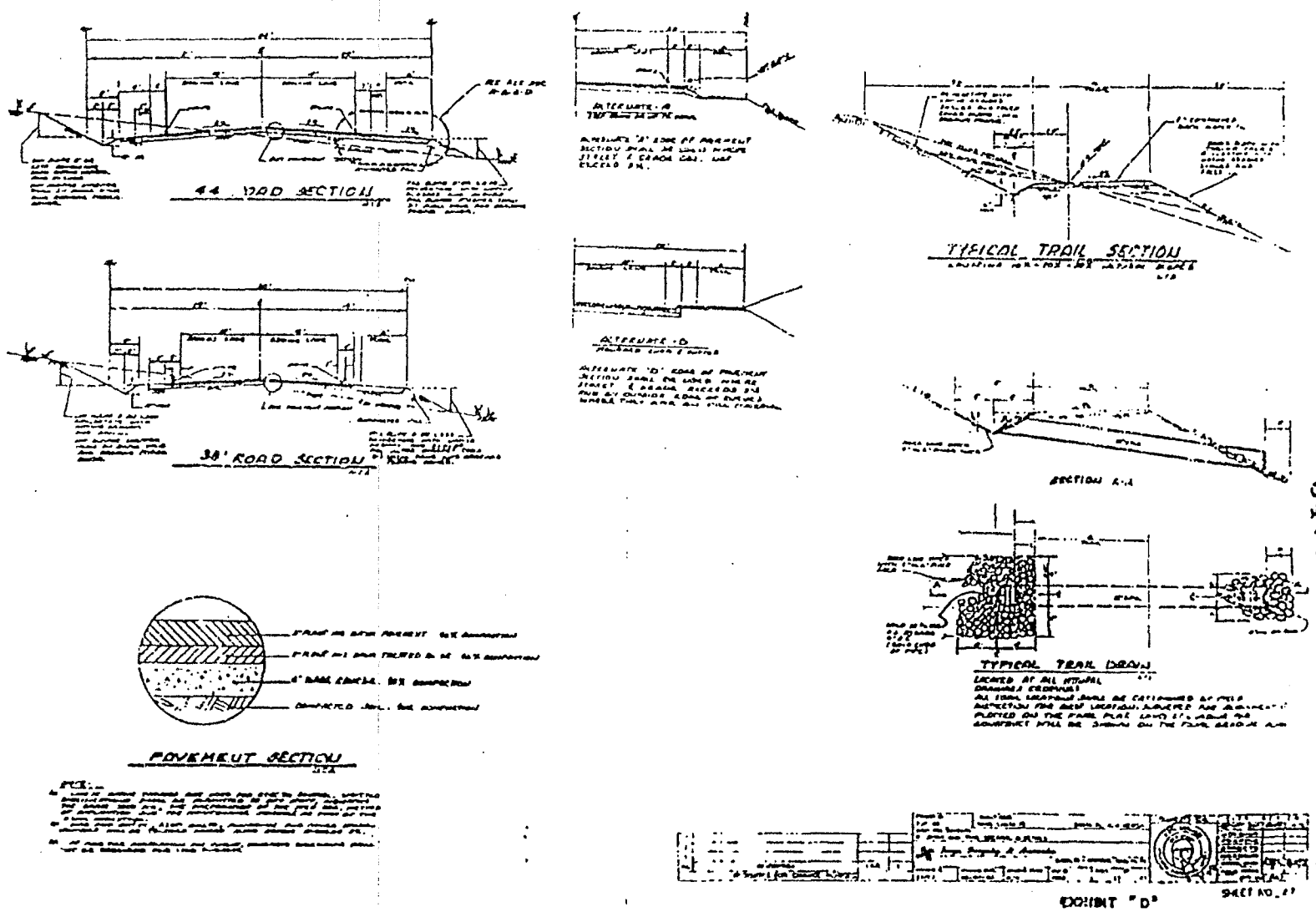


RAILROAD TIE CHECK DAM

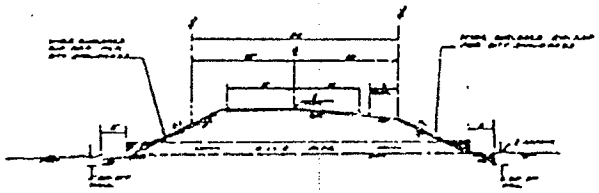
947882

EXHIBIT "D"

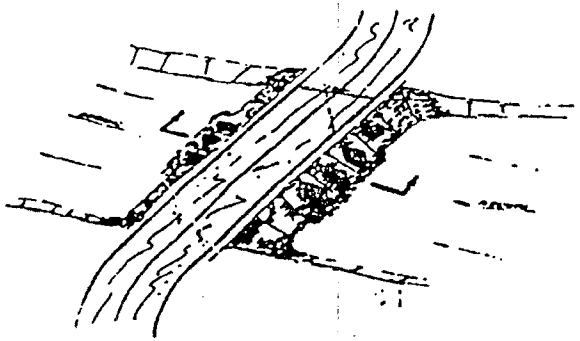
SHEET NO. 11


44' ROAD SECTION
38' ROAD SECTION
PAVEMENT SECTION
ALTERNATE - A
ALTERNATE - B
TYPICAL TRAIL SECTION
SECTION A-A
TYPICAL TRAIL DRAIN
EXHIBIT "D"
SHEET NO. 27

947883



SECTION



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947884

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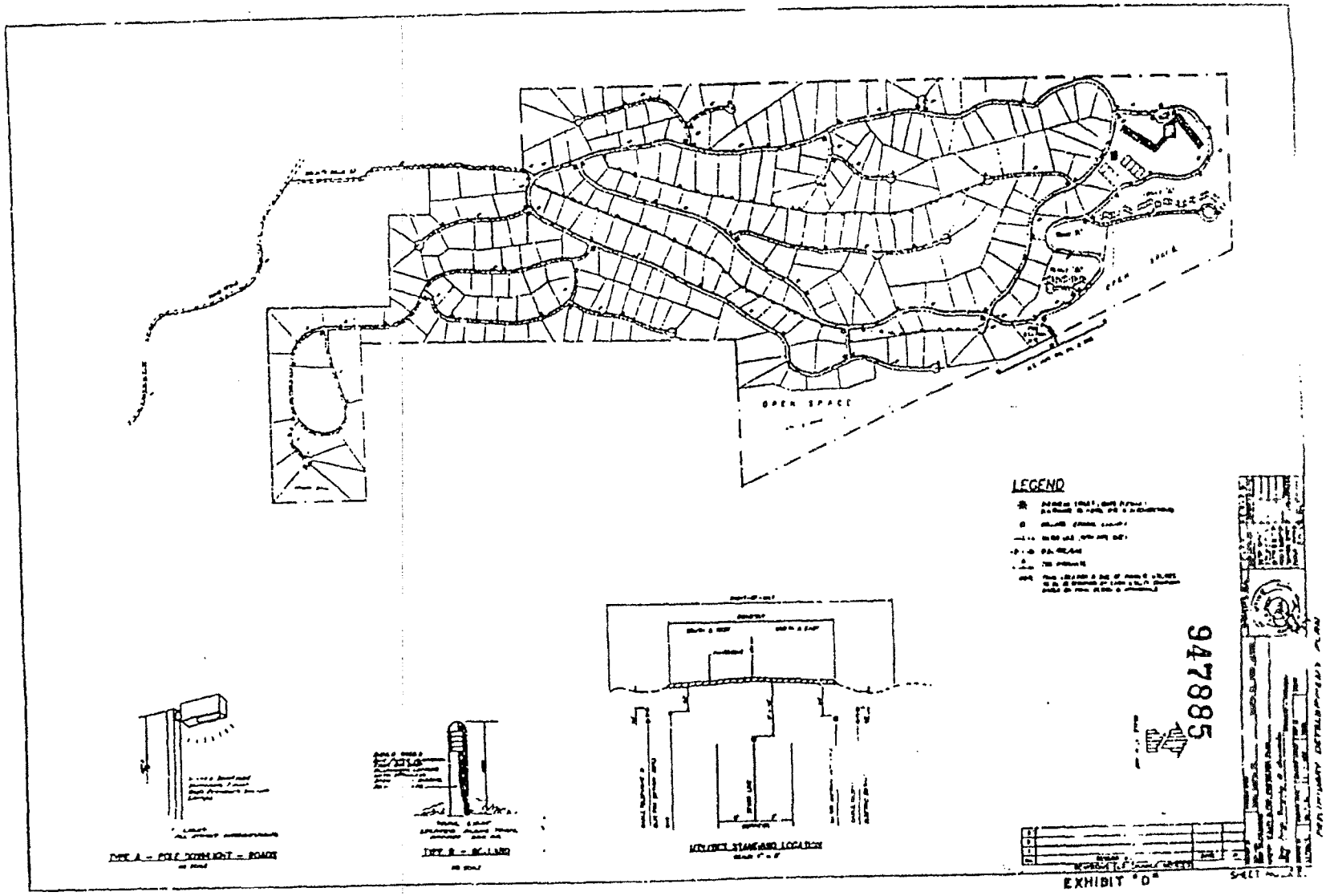
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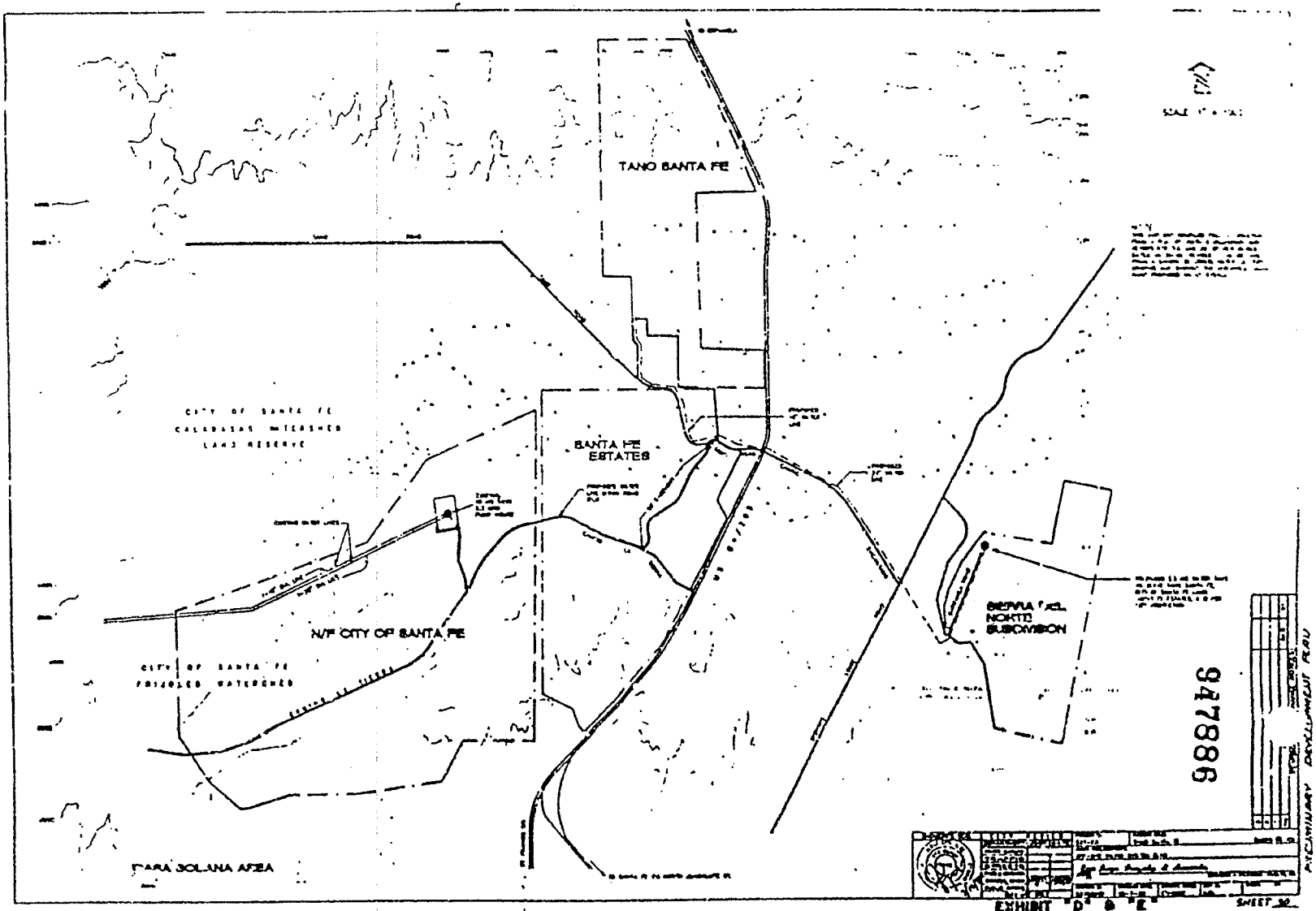
TANO SANTA FE
SANTA FE ESTATES
N/F CITY OF SANTA FE
CITY OF SANTA FE CALABASAS WATERSHED LAND RESERVE
CITY OF SANTA FE FRIJOLES WATERSHED
SIERRA DEL NORTE SUBDIVISION
PARA SOLANA AREA
947886
EXHIBIT "D" & "E"
SHEET 30
PRELIMINARY DEVELOPMENT PLAN

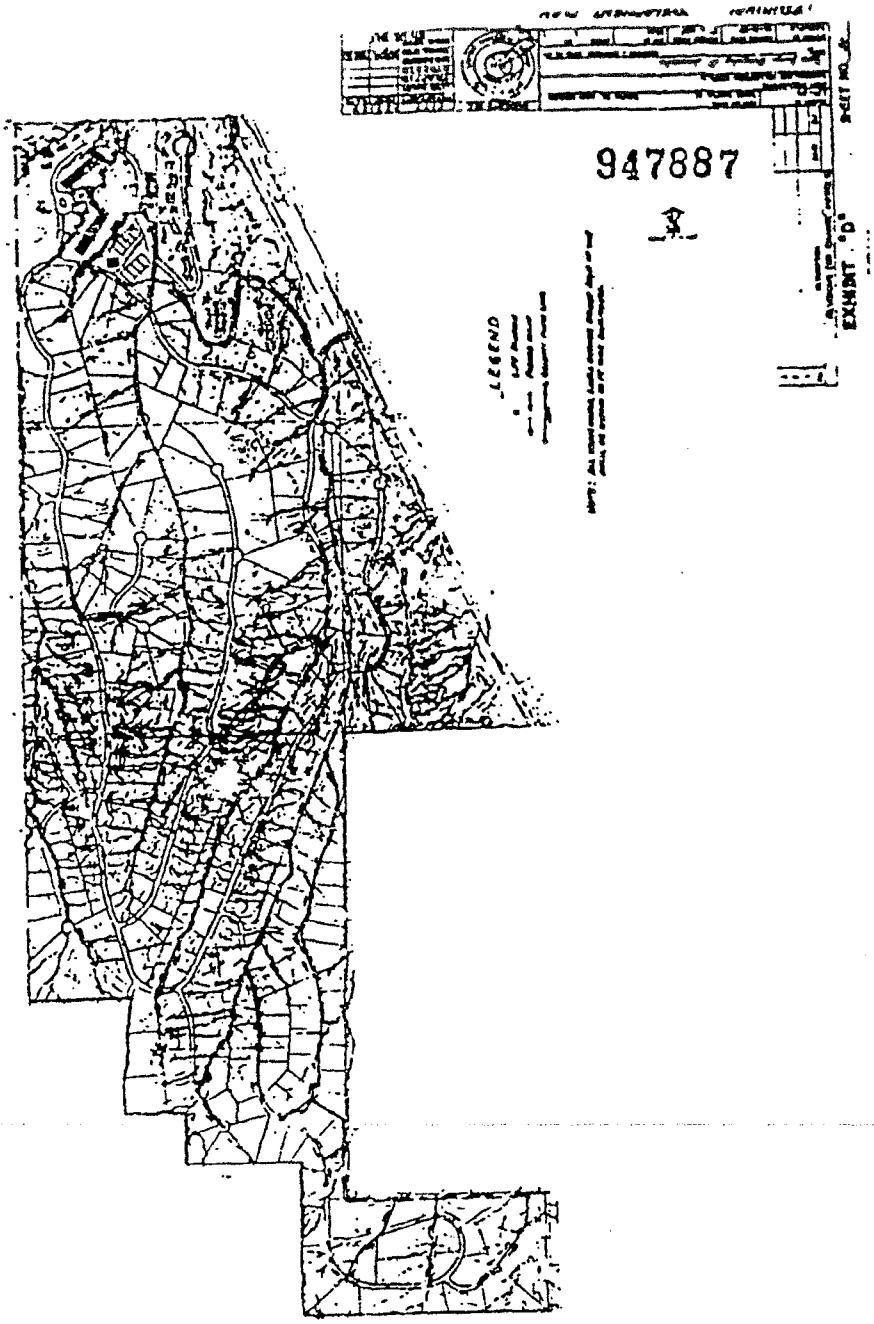
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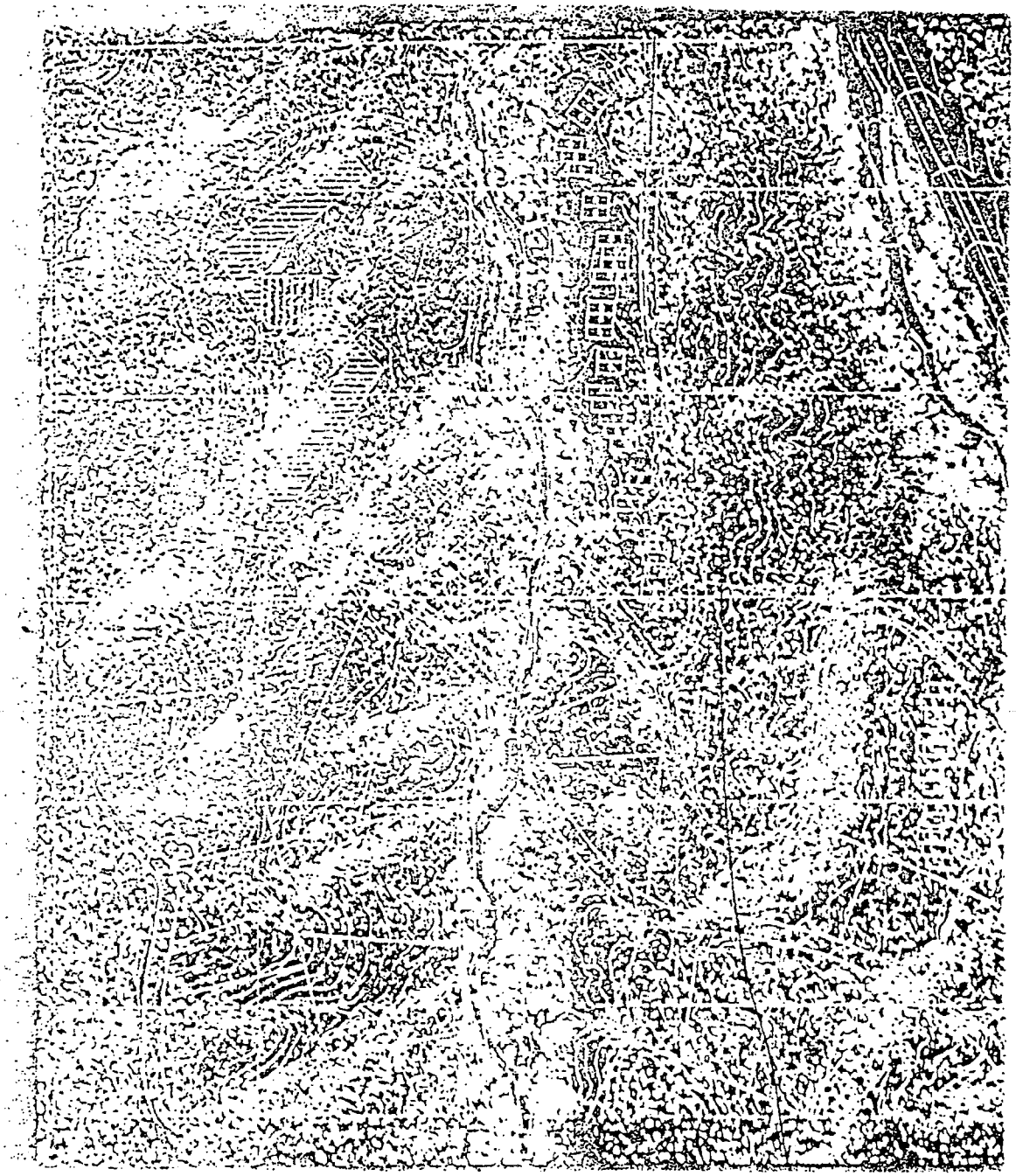
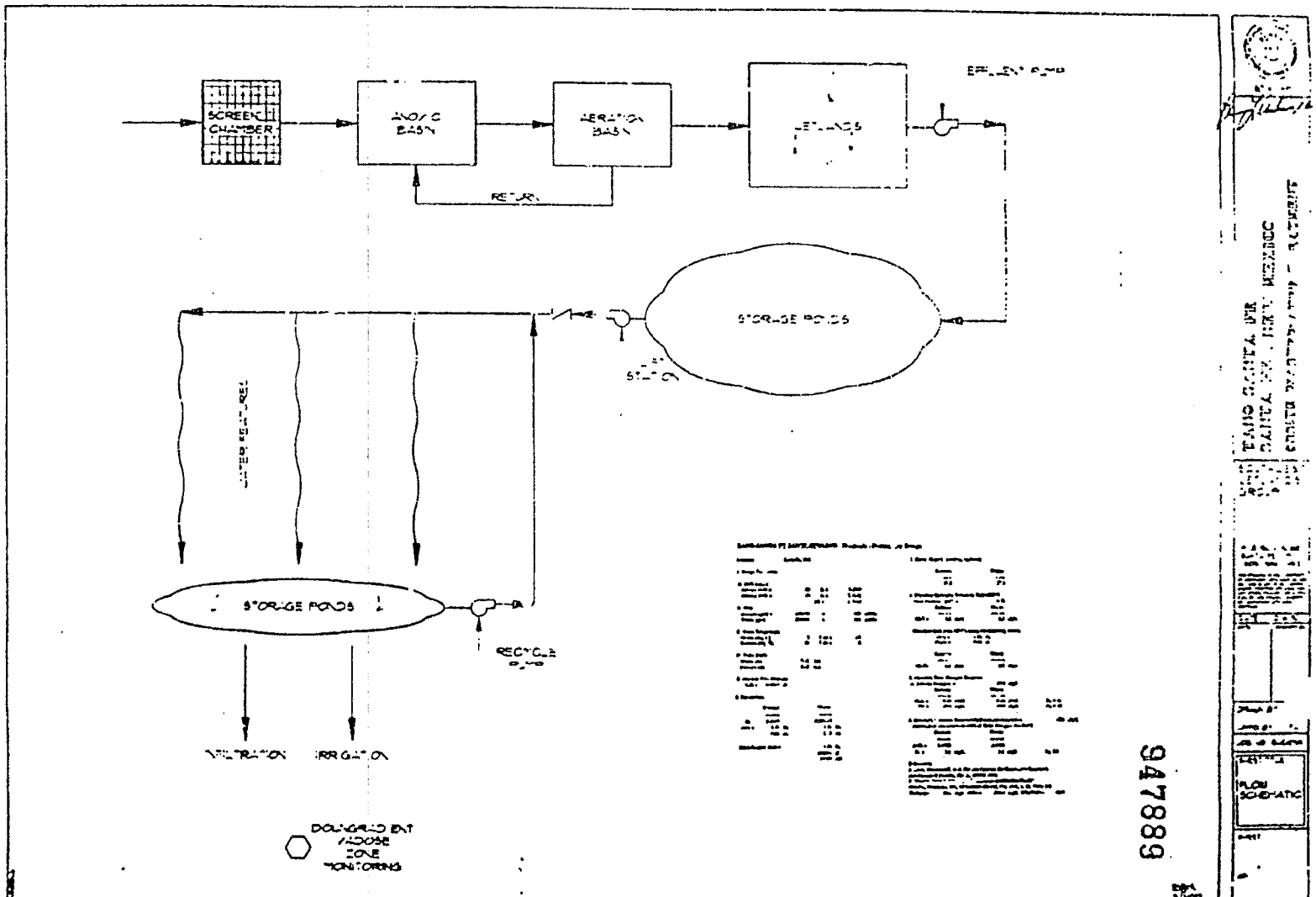
EXHIBIT "D"

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ANOXIC BASIN
AERATION BASIN
RETURN
STORAGE PONDS
STORAGE PONDS
RECYCLE PUMP
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DOWNGRADIENT VADOSE ZONE MONITORING
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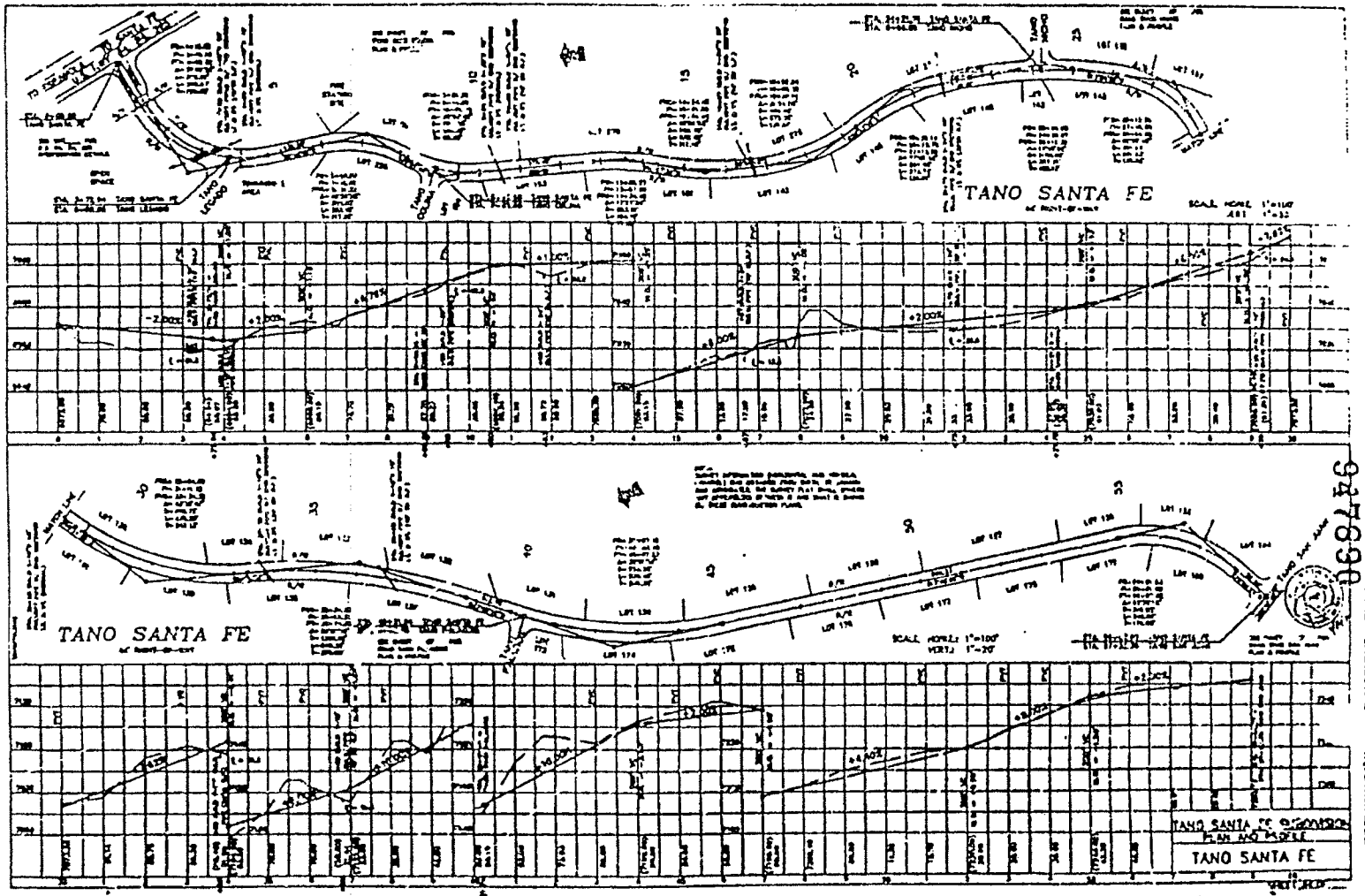
FLOW SCHEMATIC

EXHIBIT "D"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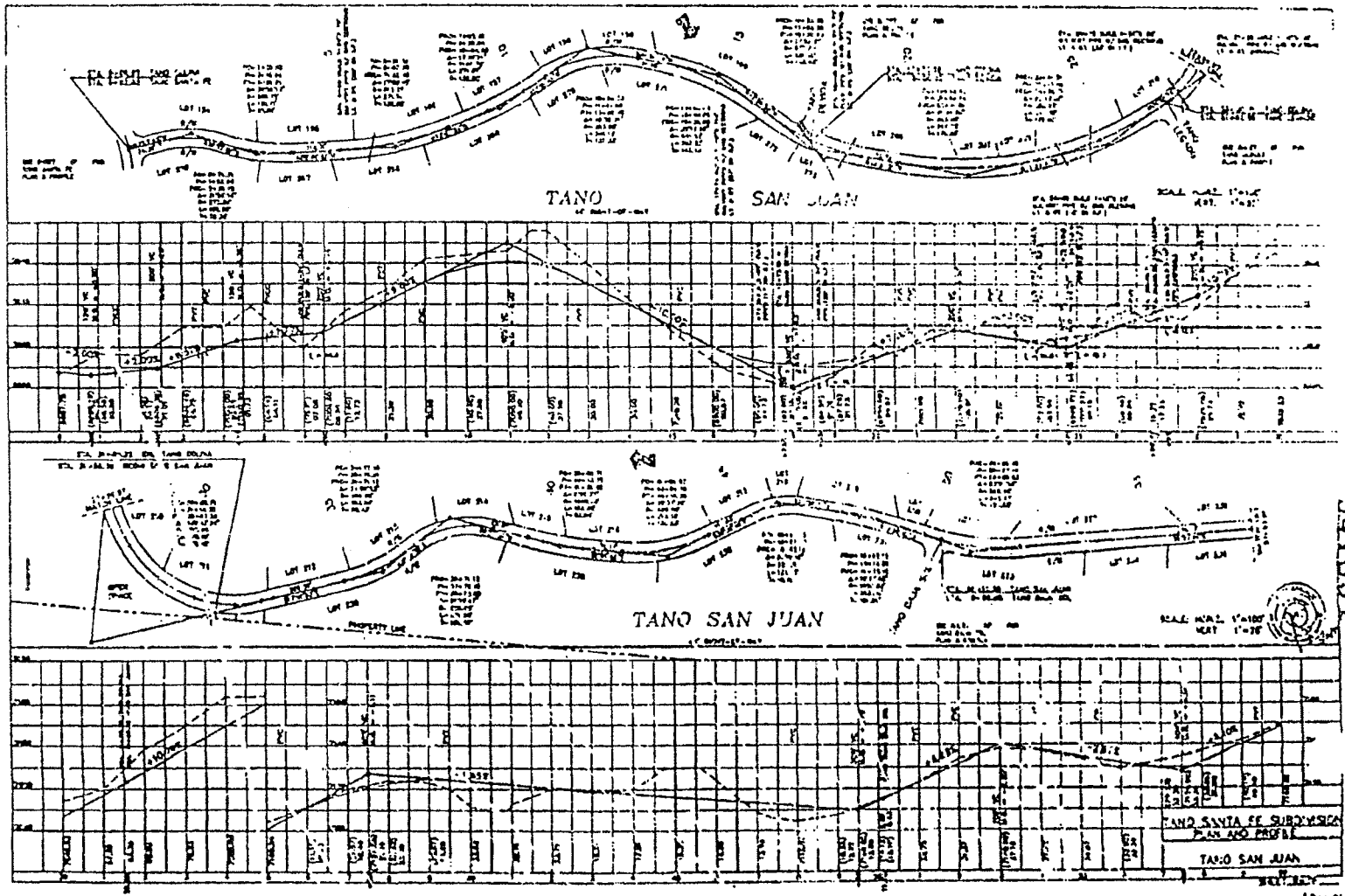
PLAN AND PROFILE
TANO SANTA FE

EXHIBIT "D"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PLAN AND PROFILE
TANO SAN JUAN

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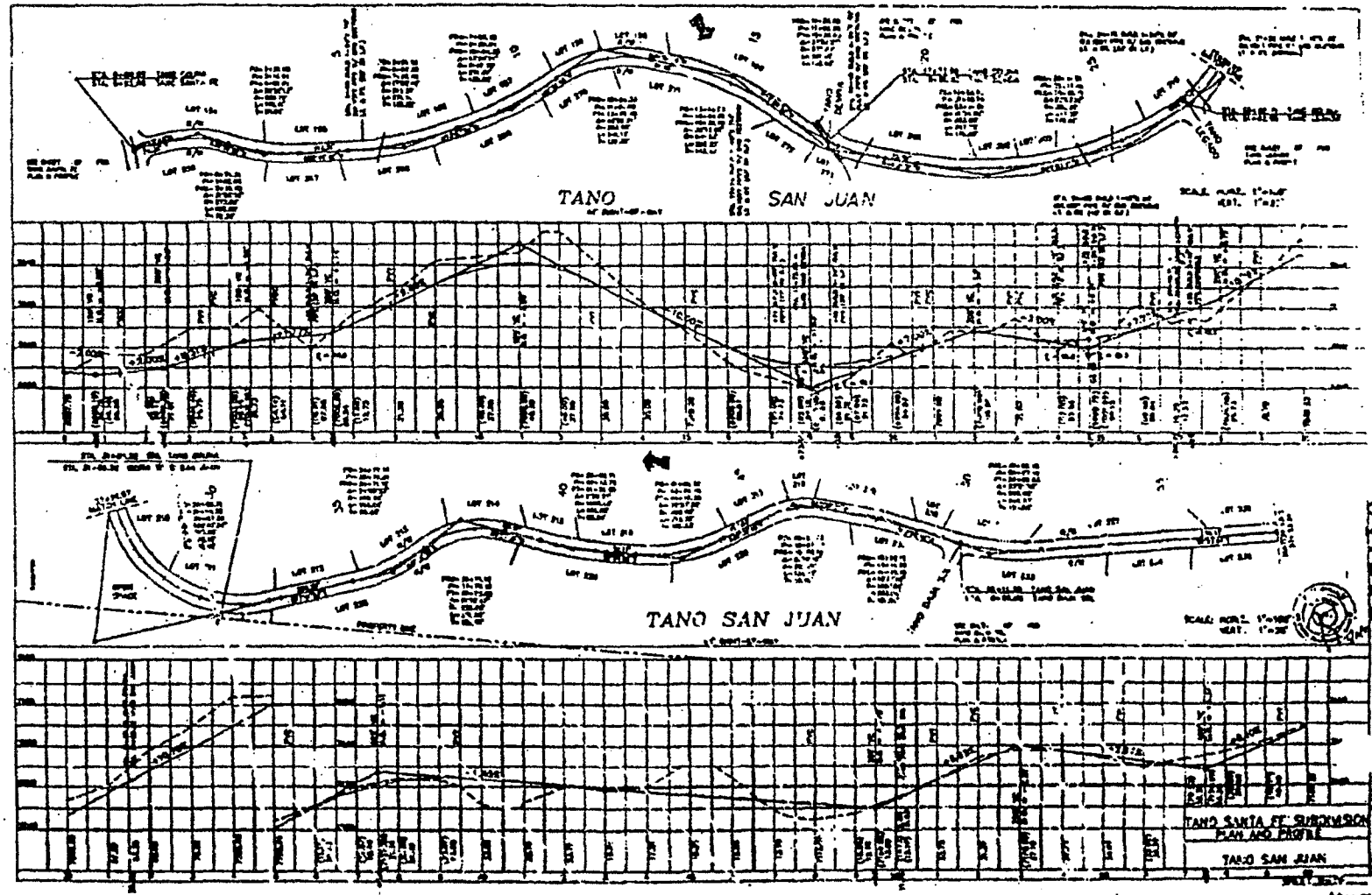
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PLAN AND PROFILE
TANO SAN JUAN

EXHIBIT "D"

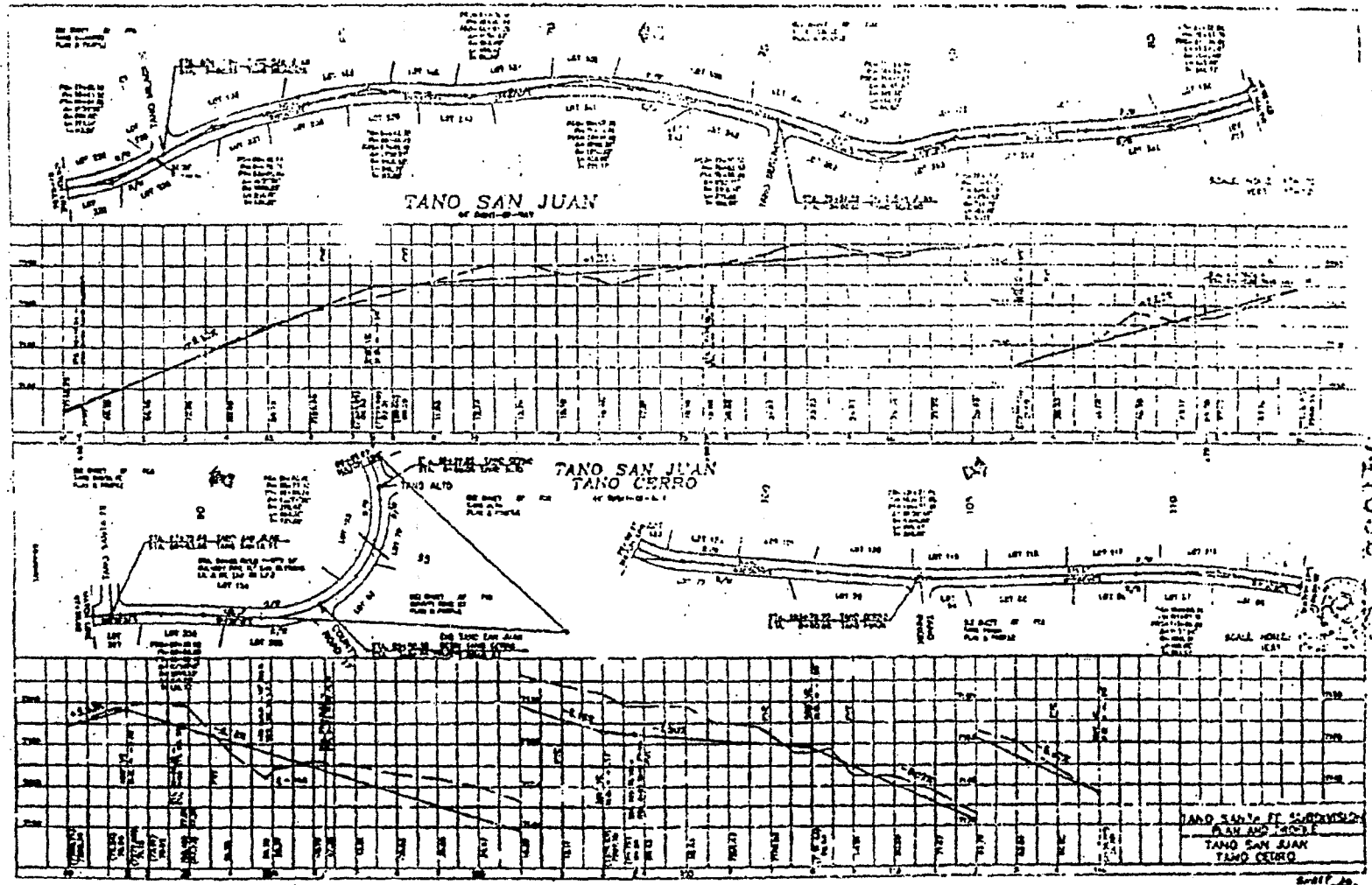

EXHIBIT "D"

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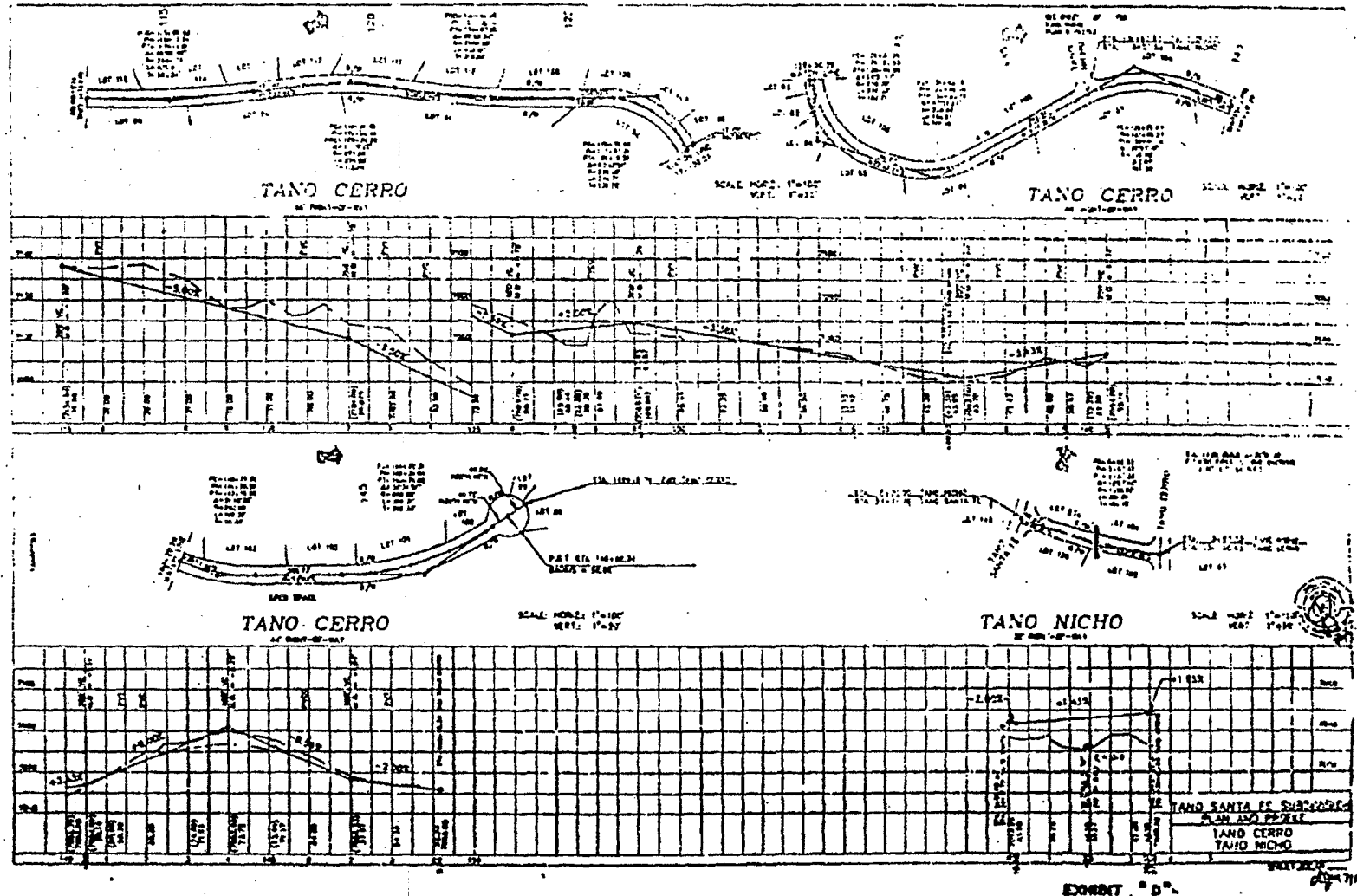

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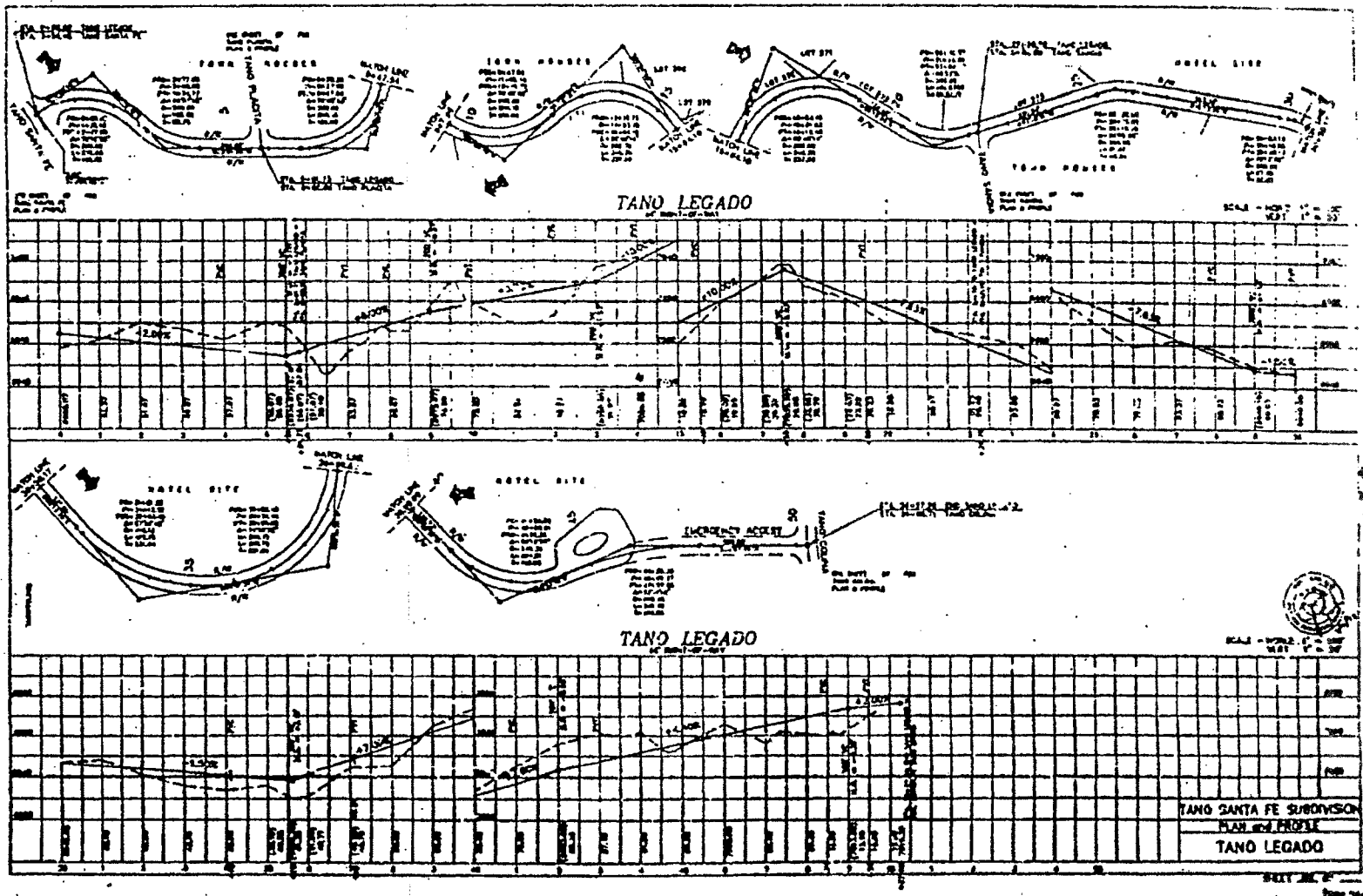

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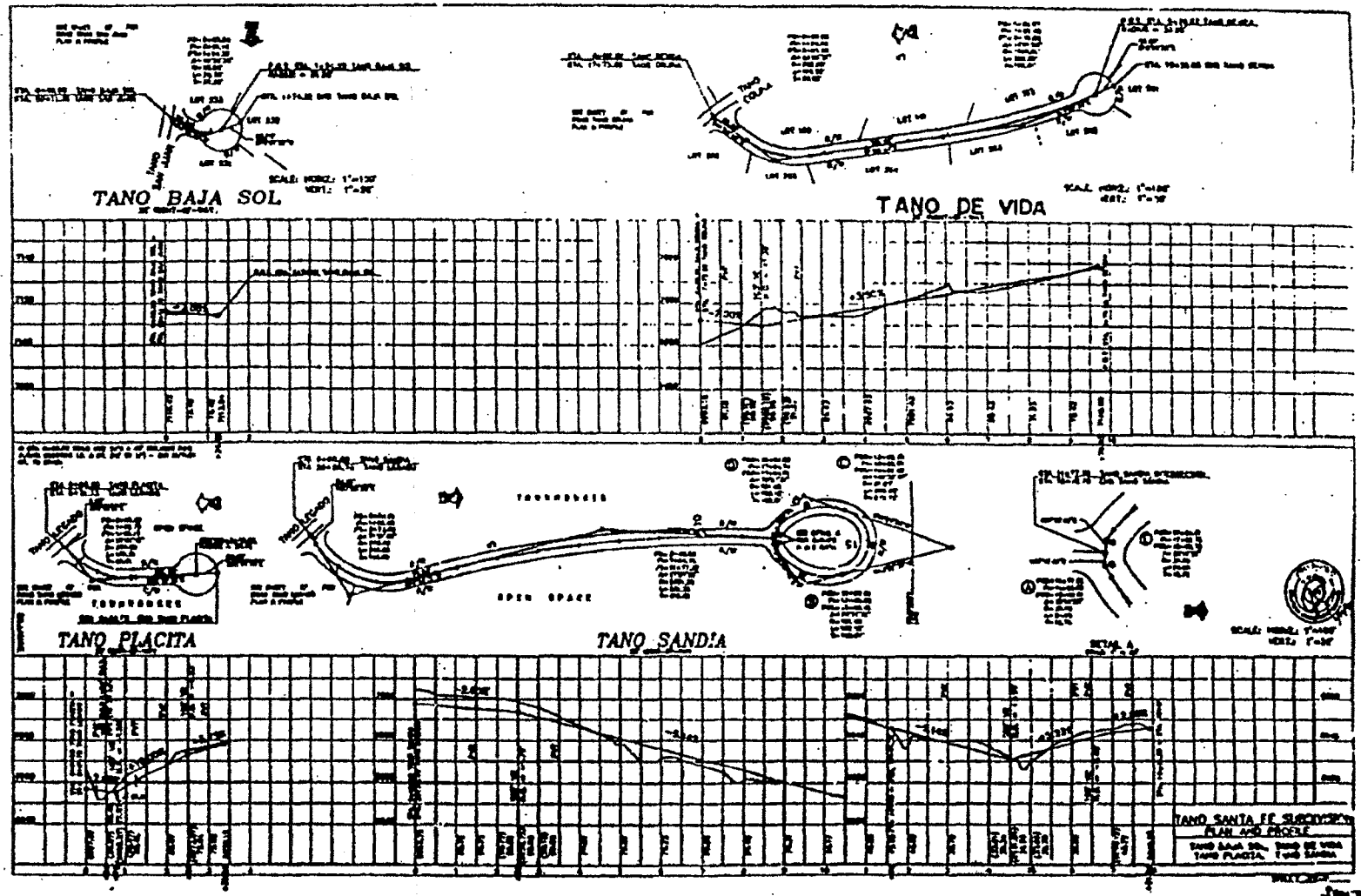

EXHIBIT "D"

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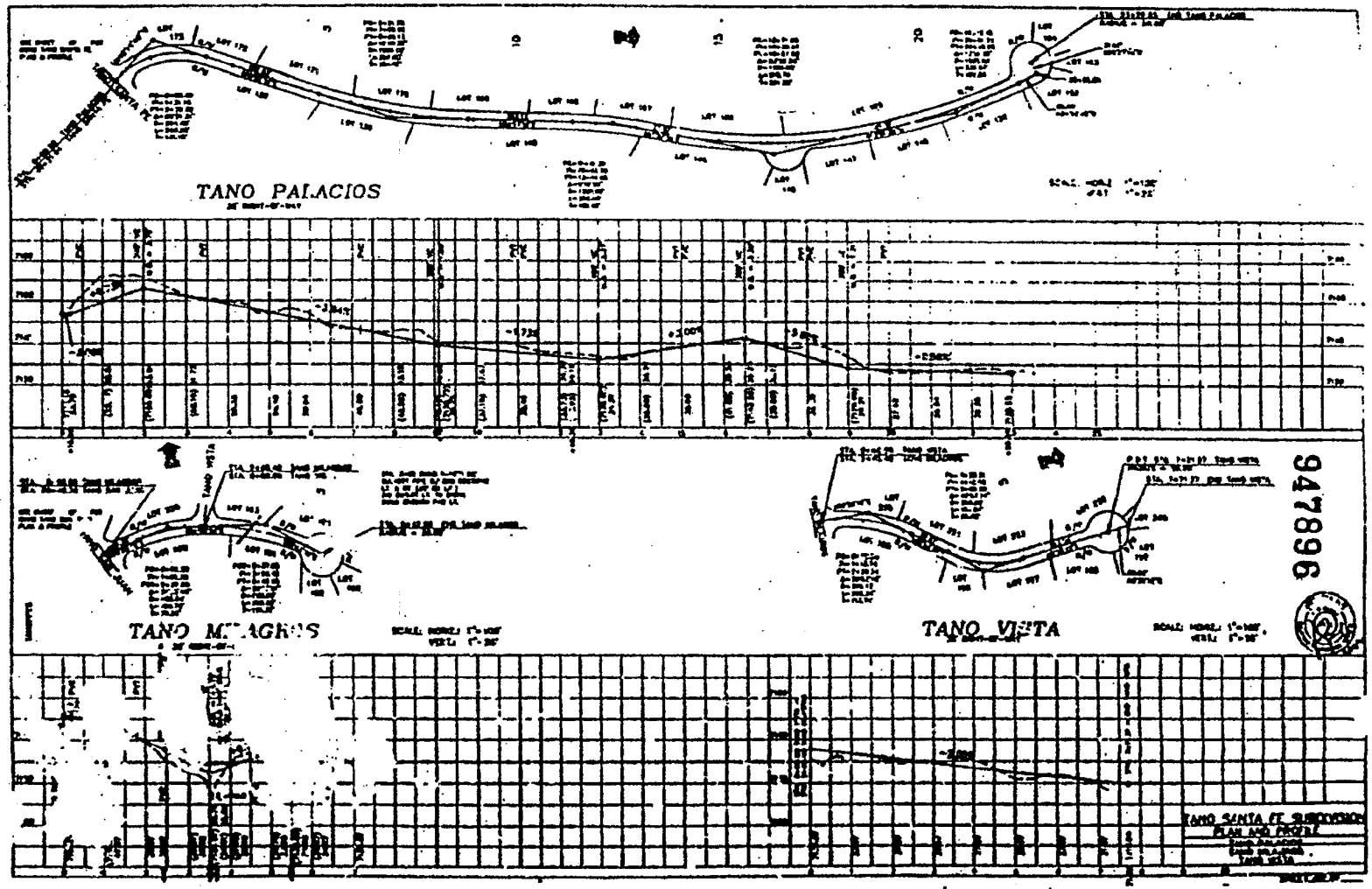

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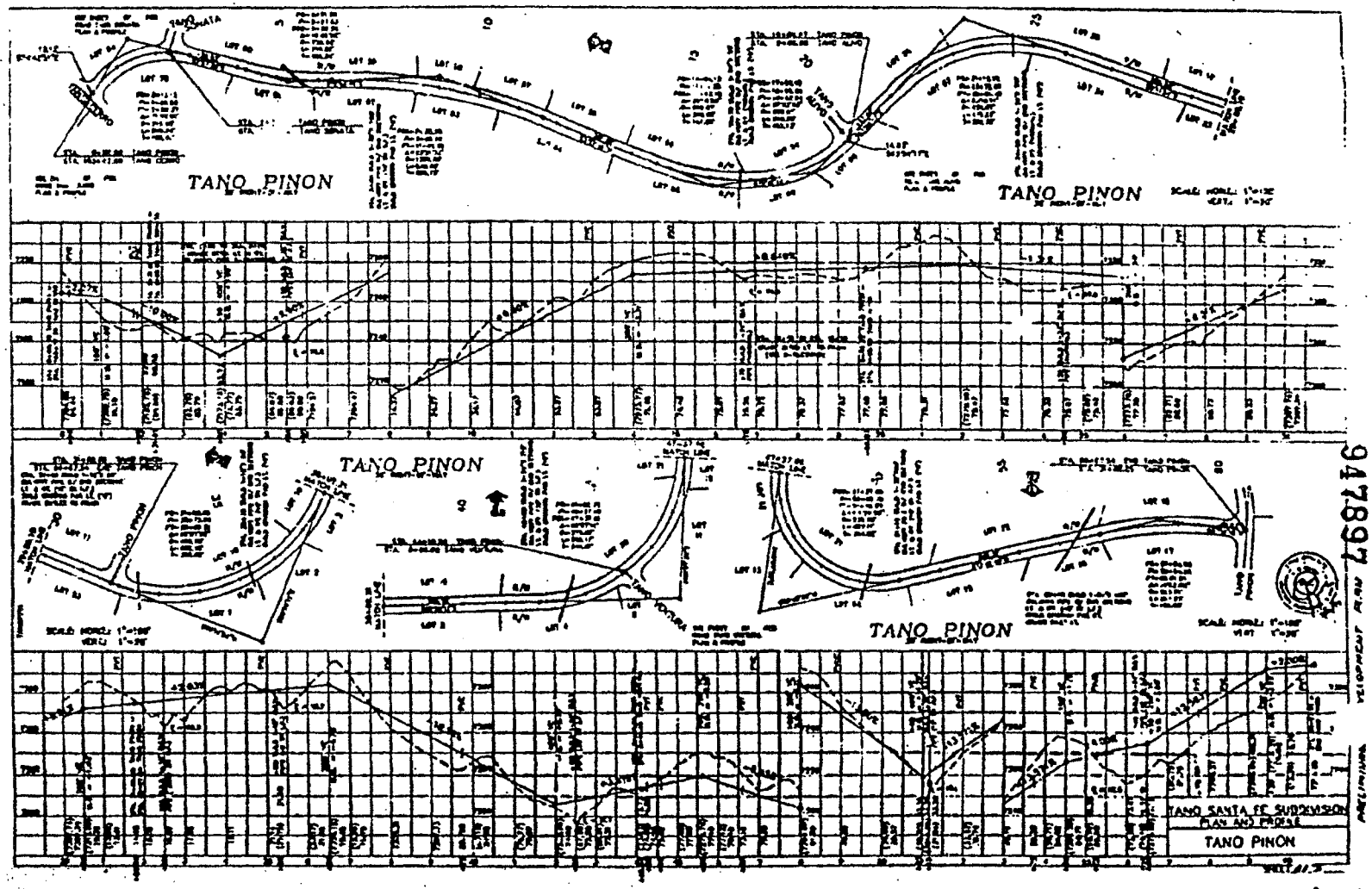

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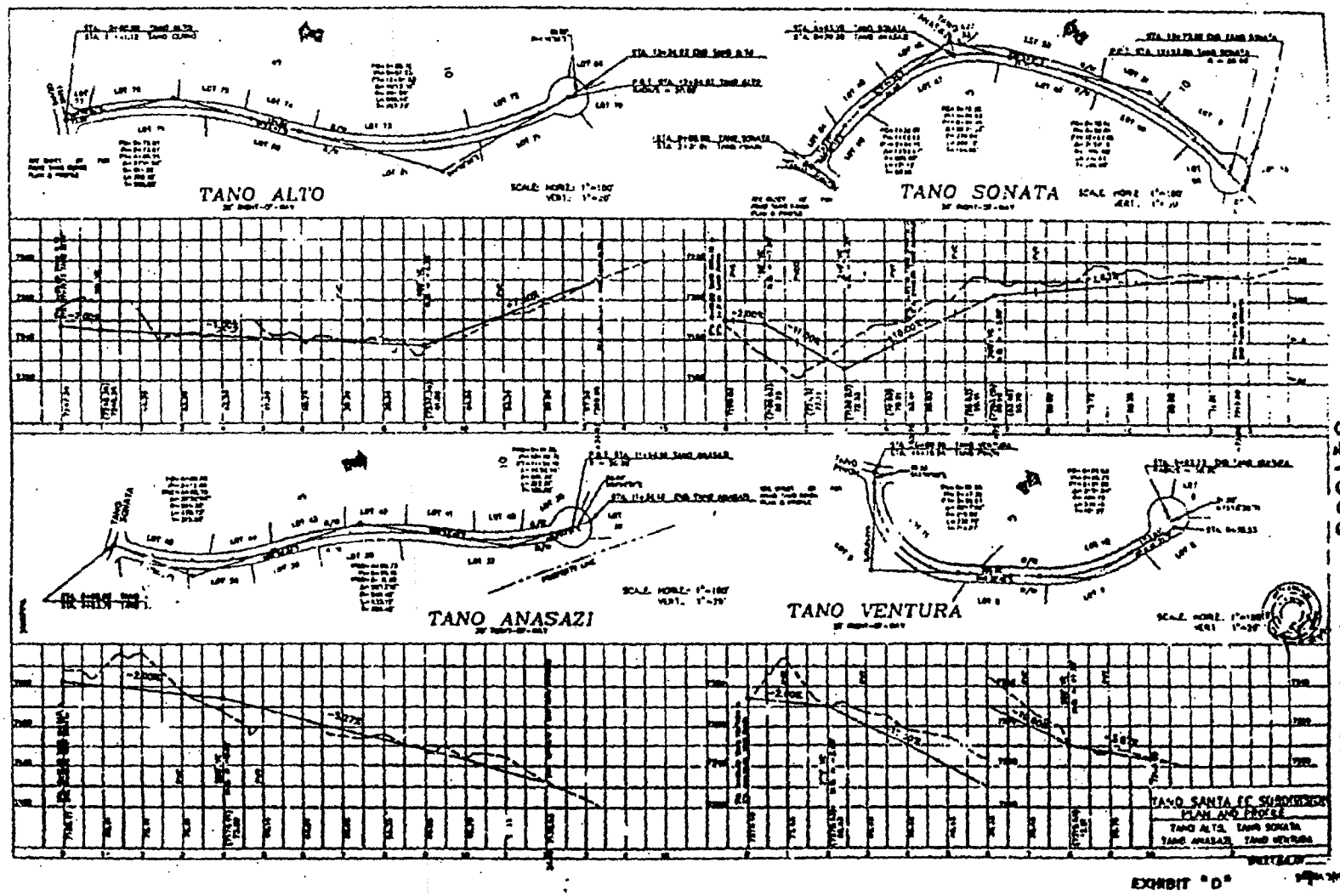

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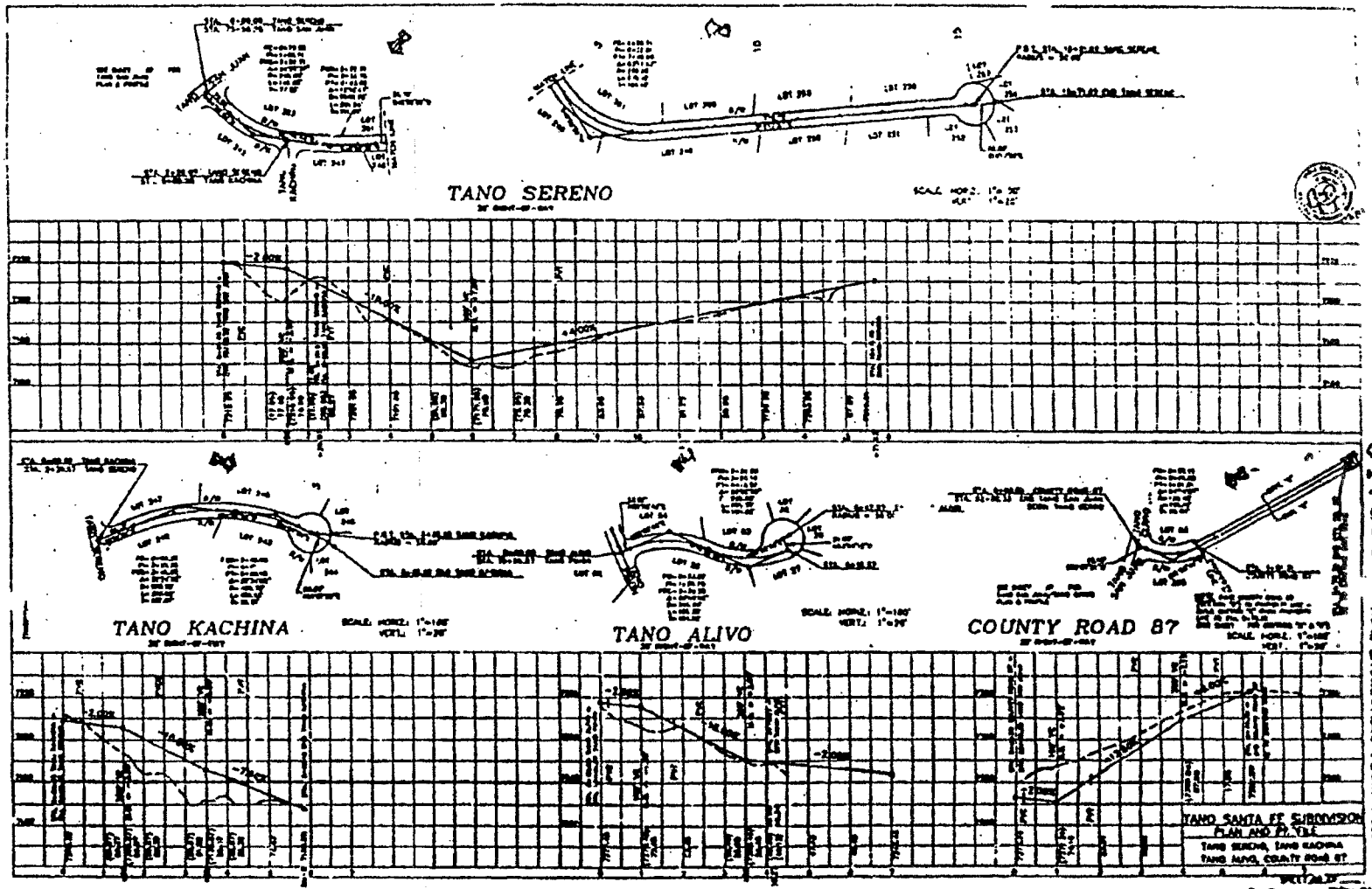


EXHIBIT "D"

947899

: :CIAL POWER OF ATTORNEY

947900

KNOW ALL MEN BY THESE PRESENTS: That Tano Santa Fe Partners, a New Mexico Partnership (principal) hereinafter collectively "principal"), constitutes and appoints Stephen R. Fiance to be principal's true and lawful attorney in fact to act for principal and in principal's name, place and stead and for principal's use and benefit, to execute the following documents on behalf of principal:

- Revised Annexation Plat of Survey for Lands of Tano Santa Fe Partners, prepared by Smith Williamson & Associates, January 1987, Project #2666;

- Tano Santa Fe Subdivision Master Plan, prepared by The Fiance Company, Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992;

- Preliminary Subdivision Plan Submittal for Tano Santa Fe Planned Residential Resort Community, revised December 11, 1992 prepared by The Fiance Company , Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992; and

- Preliminary Development Plan Submittal for Tano Santa Fe Planned Residential Resort Community, revised December 11, 1992, prepared by The Fiance Company, Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992.

Principal hereby grants to said attorney in fact full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with execution and delivery of any of the foregoing documents, as fully, to all intents and purposes, as principal might or could do if personally present, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done by authority hereof, including initialing or executing various other plans and plan related documents approved by the City with respect to the principal's annexation and City of Santa Fe approval of principal's 610 acre project known as Tano Santa Fe.

Wherever the context so requires, the singular number includes the plural.

WITNESS my hand this 1st day of JULY, 1993

TANO SANTA FE PARTNERS
By: Wilma South Corporation
general partner

By: _____
Joseph M. Bowman, its agent

CALIFORNIA ALL-PURPOSE A NOWLEDGMENT

State of CALIFORNIA
County of VENTURA

947901

On July 1, 1993 (DATE) before me, Jonna L. Lemuz - "Notary Public" (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Joseph M. Bowman (NAME(S) OF SIGNER(S))

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
JONNA L LEMUZ
Notary Public-California
VENTURA COUNTY
My Commission Expires
May 14, 1996

WITNESS my hand and official seal.

Jonna L. Lemuz
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ (TITLE(S))
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
TANO SANTA FE PARTNERS

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Special Power of Attorney
NUMBER OF PAGES -1- DATE OF DOCUMENT July 1, 1993
SIGNER(S) OTHER THAN NAMED ABOVE _____

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA

A

(3)

AMENDMENT #1 TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT

Pursuant to Section 11.11, Further Assurances, of that certain 1993 Annexation and Development Agreement ("Agreement") between the CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation (hereinafter "City"), and TANO SANTA FE PARTNERS, a California Limited Partnership (hereinafter "Developer") dated May 5, 1993 as well as pursuant to the mutual agreement of the City and the Developer, that Agreement is amended and the parties agree as follows:

Article 2, Section 2.19 is deleted.

Article 5, Section 5.6, is amended to read:

5.6 Fire Protection Services Facility: Developer shall dedicate the Fire Protection Services Facility Site (FPSFS) to the City for use as open space or as a future site for the construction of fire protection service facilities, upon recording of the Final Subdivision Plat for Phase I of the Project. Developer shall not construct a fire station upon FPSFS.

Article 5, Section 5.6, Subsection 5.6.1 is amended to read:

5.6.1 Developer shall retain a one hundred foot (100') easement for landscaping, signs, walls, monuments and other facilities customarily erected at the entrance to a major subdivision, such easement to be parallel to the interior subdivision road abutting the FPSFS and state highway 84/285 for so long as the FPSFS is used as open space by the City of Santa Fe. Should the City utilize the FPSFS for any purpose other than open space, Developer shall retain a twenty-five foot (25') easement parallel to the roads abutting the FPSFS, from the original one hundred foot (100') easement and Developer shall deliver a quitclaim deed to the City surrendering all other rights in the original one hundred foot (100') easement.

Article 5, Section 5.6, Subsection 5.6.2 is amended to read:

5.6.2. Should the City opt to construct the Fire Protection Services Facility, the City shall bear the burden of all expenses incurred and shall not require the Developer to assume the cost.

Article 5, Section 5.6, Subsection 5.6.3 is deleted.

Article 5, Section 5.6, Subsection 5.6.4 is deleted.

That in all other respects the Agreement dated May 5, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to 1993 Annexation and Development Agreement on this 27 day of July, 1994.

CITY OF SANTA FE

DEBBIE JARAMILLO, MAYOR

ATTEST:

FRANCES ROMERO GRIFFIN, CITY CLERK

DEVELOPER:
TANO SANTA FE PARTNERS
BY: WILMA SOUTH CORPORATION,
GENERAL PARTNER

By: President

APPROVED AS TO FORM:

Gerald Gonzales, for
DIANNE DeLAYO, DEPUTY CITY ATTORNEY

/mdb

AMENDMENT NO. 2
TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE

This AMENDMENT NO. 2 dated October 11, 1995, ("Amendment"), is made to that certain Annexation and Development Agreement between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter "City"), and Tano Santa Fe Partners, a California limited partnership (hereinafter "Developer") dated May 5, 1993, as amended by Amendment No. 1 dated July 27, 1994 (the "Agreement").

Pursuant to Section 11.11 of the Agreement, for good and valuable consideration and upon mutual agreement of the City and the Developer the Agreement is amended as follows:

1. Section 2.14 of the Agreement is amended to read in its entirety as follows:

2.14 Escarpment District Lots: Residential lots within the project, portions of which are located within the Escarpment District and numbered 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 78, 79, 80, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 121, 122, 123, 124, 125, 126, 127, 128, 129, 135, 136, 137, 138, 142, 144, 145, 153, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 255, 256, 273, and Tract B on the Approved Plans (specifically, the Preliminary Subdivision Plat dated October 1992, by Smith, Williamson & Associates), some of which lot numbers have been superseded by Final Subdivision Plats and Development Plans for Phases I and II approved by the City, and the remaining of which lot numbers will be superseded upon approval by the City of Final Subdivision Plats

and Development Plans for Phases III and IV.

2. Section 2.16 of the Agreement is deleted in its entirety.

3. Section 2.37 of the Agreement is amended to read in its entirety as follows:

2.37 Water Facilities: A four million (4,000,000) gallon storage tank to be constructed on the water tank site, together with a pump station and related transmission and distribution lines.

4. Section 2.39 of the Agreement is amended to read in its entirety as follows:

2.39 Water System Extension Agreement: That Agreement dated May 18, 1993, between Sangre de Cristo Water Company (hereinafter "Water Company") and Tano Santa Fe Partners entitled "Northwest Quadrant Water System Extension Agreement", the obligations of that Agreement now having been assumed by the City of Santa Fe pursuant to its purchase of the Water Company.

5. Section 4.2 of the Agreement is amended to read in its entirety as follows:

4.2 Impact Fee Ordinance: Notwithstanding Paragraph 4.1 above, the City's Impact Fee Ordinance which became effective April 1, 1991 (and all valid and enforceable future ordinances establishing comparable fees) shall apply to the Project, provided the fee ordinance (a) is applicable City-wide to all development projects, (b) does not pertain to the same entitlement or condition for which another fee is payable under this Agreement, and (c) operates prospectively only. However, in no event shall the

Developer or the Project be subject to any Development Fee (including an impact fee) for a City improvement or service which Developer is required to provide or otherwise pay for under this Agreement, including, but not limited to, fees for park and open space, fire protection, and domestic water.

6. Section 5.3 of the Agreement is amended to read in its entirety as follows:

5.3 Wastewater Disposal System: Developer shall design and construct a low and high pressure wastewater collection system to connect with the City's gravity flow sewer system. The entire system and all manufacturers and suppliers of components and parts for the system are subject to approval by the City Public Utilities Department. The Developer agrees to provide in its purchase contracts with the manufacturers for all mechanical equipment and parts for the system a provision that the manufacturer keep in stock such equipment, including grinder and lift station pumps and parts sufficient to service the full, phased development and to provide replacement of parts and equipment as necessary. The maintenance of the mechanical equipment at each location will be provided by the manufacturer (or manufacturer's designee approved by the City) or the City (or the City's designee). Upon construction of the wastewater system and inspection and approval of the system by the City, the City agrees to accept dedication of the entire system including the lines, grinder pumps, panels and all other equipment on individual lots at the point of discharge into the individual lot grinder pump. The City shall then commence

operation of and assume responsibility for maintenance of each phase of the system, in conformity with the manufacturer's guidelines and all applicable federal, state, and local standards. The Developer agrees to provide the City with all manufacturers' warranties for mechanical components of each phase of the system for a period of one year following acceptance of the completed phase by the City. The City shall comply with any ordinance establishing a wastewater assessment district or by other agreement with the Developer cooperate in order to recover the costs associated with the operation and maintenance of the wastewater system. The City shall collect the sewer assessment fees from each homeowner by regular City billing. Developer shall establish a $30,000.00 operating fund to cover actual City costs associated with operation of the system prior to annual assessments reaching a level sufficient to fully cover the cost of operation and maintenance of the system. Thereafter, any remaining funds shall be the property of Developer and shall be refundable to the Developer. The covenants and restrictions for the subdivision and the wastewater assessment district ordinance shall provide for assessments to compensate the City for (1) on-site operational costs of the wastewater system; (2) special costs for maintenance; and (3) repair and replacement of pumps and other equipment. Each individual lot owner shall be responsible for the power costs required for operation of the grinder pump for that lot.

7. Section 5.3.1 of the Agreement is amended to read in its entirety as follows:

It is agreed that the wastewater system may be constructed in phases along with the phasing of the construction of the project, and the City shall inspect each such phase when accepted, and thereafter operate and maintain each such phase together with all previously accepted phases of the wastewater system. Inspection of construction at each phase shall be performed by a professional engineer, duly registered in the State of New Mexico. Upon completion of construction, the engineer shall certify in writing that such inspection was performed and that the project was completed in accordance with the approved plans and specifications. Prior to the City's acceptance of any phase for dedication, the Developer shall submit to the City five (5) sets of O & M (operation and maintenance) manuals for all mechanical equipment that is part of that phase and five (5) sets of record (as-built) drawings for the phase.

8. Section 5.3.2 of the Agreement is amended to read in its entirety as follows:

Developer shall construct the wastewater system in conformity with the agreements herein and to provide the City a Construction Performance Completion Bond or other adequate financial assurances as provided in Section 14-86.3(F) SFCC 1987.

9. Section 5.4 of the Agreement is amended to read in its entirety as follows:

5.4 Off-Site Water Facilities: The Developer and the City shall design and construct the water facilities in accordance with the Water System Extension Agreement and pursuant to that letter

dated August 25, 1995, and addressed to Mr. Michael J. Henke, Director of PNM Water Services; that letter is attached to this Amendment as Exhibit "A". The Developer shall cooperate with the City with regard to dedication or transfer of the Developer-provided water facility to the City so that no portion of the cost of the water facility, including the in-kind contribution of the water tank site, will become part of the City's rate base for Santa Fe consumers. The City shall provide developer, at no cost to Developer, with easements or licenses for construction of the water facilities on and across City-owned property and City rights-of-way.

10. Article 7 of the Agreement is amended by adding the following two sections at the end thereof:

7.4 Water Service: City water service will be provided to the project in accordance with generally applicable City ordinances, the terms of this Agreement, the Water System Extension Agreement and Exhibit "A" attached hereto.

7.5 Sewer Service: Sewage disposal service will be provided to the project in accordance with generally applicable City ordinances and the terms of this Agreement.

11. Section 11.12 of the Agreement is amended to read in its entirety as follows:

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage

prepaid, addressed as follows:

If to the City:
Mayor
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

With a copy to:
City Attorney
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

If to Tano Santa Fe Partners:
Charles D. Graham
President
WILMA SOUTH CORPORATION
780 Johnson Ferry Road, #250
Atlanta, Georgia 30342

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Annexation and Development Agreement dated May 5, 1993, as amended, as of the date first above written.

CITY OF SANTA FE

By: _____
DEBBIE JARAMILLO, MAYOR

Attest:

_____
CITY CLERK - YOLANDA Y. VIGIL

Approved as to legal form:

ASENATH M. KEPLER
CITY ATTORNEY

Developer:
TANO SANTA FE PARTNERS
by Wilma South Corporation, General Partner

By: _____
CHARLES D. GRAHAM
PRESIDENT

Tano Santa Fe Partners
780 Johnson Ferry Road
Suite 250
Atlanta, Georgia 30342

August 25, 1995

HAND-DELIVERED

Mr. Michael J. Henke, P.E., Director
PNM Water Services
P.O. Box 4670
Santa Fe, New Mexico 87502-4670

Re: Meeting of August 7, 1995; Northwest Quadrant Water System Extension Agreement dated May 18, 1993

Dear Mr. Henke:

This letter is intended to set forth the agreements arrived at as a result of our meeting to discuss the Northwest Quadrant Water System Extension Agreement dated May 18, 1993 ("Water Contract"). In attendance at the meeting were, yourself, myself, Tony Hurst, Emilie Dohleman, Douglas Sayre, Jorge Gonzalez, and Mike Hamman. PNM Water Services ("PNM") has approved the engagement by Tano Santa Fe Partners ("TSF") of Sayre Engineering to design, submit to bid and supervise the construction of the pump station and storage tank and of Jorge Gonzales & Associates to submit to bid and supervise the construction of the transmission mains and distribution lines for Tano Santa Fe Subdivision ("Subdivision"). TSF and PNM will employ Sayre Engineering to design the 4 million gallon water tank and pumps to City specifications in lieu of the previously approved 2.5 million gallon water tank.

At such time as TSF constructs a portion of the water line(s) in the Tano Road right-of-way to connect the Subdivision with the City's water line on Tano Road, then PNM will provide the Subdivision temporary (until such time as water is available to the Subdivision from the water system extension pursuant to the Water Contract) potable water from said 8-10 inch existing City water line. If flow and pressure is not sufficient from the line alone to provide fire protection, TSF may construct a temporary tank within the Subdivision to be filled from the same water line with coordination between TSF and PNM. Water quality past the master meter will be the sole responsibility of TSF until such time as the City accepts dedication of off-site improvements and of the Phase I and II Subdivision water system.

EXHIBIT
A

The Water Contract at page 7, paragraph 2.4, provides that TSF may provide PNM a schedule for its approval, not to be unreasonably withheld, for design and engineering of the portion of the project for which PNM has design responsibilities. The schedule proposed to PNM by TSF is four months beginning August 7, 1995, for PNM's portion of the design work. PNM has accepted and agreed to that time schedule. That means that TSF's design work and PNM's design work will be completed no later than December 7, 1995.

The City, PNM, and TSF have agreed on the route for the location of the transmission mains and distribution lines for the water extension project. Reference is made to the attached map labelled "Tano Transmission" on which the agreed upon route is marked in red. Although TSF has agreed to the route proposed, TSF does not want any delays as a result of these changes and the City has agreed to this condition. PNM agrees to exert all reasonable effort and assistance to obtain the easements for the agreed upon route by September 7, 1995, subject to normal PNM practice and policy (i.e., PNM will not be responsible for the cost of archaeological studies, environmental studies, other mitigation costs, or any other additional costs, including design costs, due to route changes). This includes assistance in obtaining agreement from Santa Fe Estates, the Gas Company, Sierra del Norte Subdivision, and any and all other affected landowners. Notwithstanding the foregoing, TSF and PNM acknowledge that (1) certain easements might not have been obtained by September 7, 1995, and (2) certain minor issues might remain unresolved in the easements that have been provided or obtained. It is agreed, therefore, that not later than September 7, 1995, PNM and TSF will jointly assess the feasibility of the proposed route marked in red ("Preferred Route") on the referenced attachment, and that, at TSF's option, PNM will either (1) proceed with its design and engineering for the Preferred Route or (2) proceed with its design and engineering for a route selected by TSF from the alternatives indicated on the referenced attachment.

If this letter accurately reflects the agreements of our meeting, it is requested that you sign the letter below and return it to me in the envelope provided. Thank you for your cooperation.

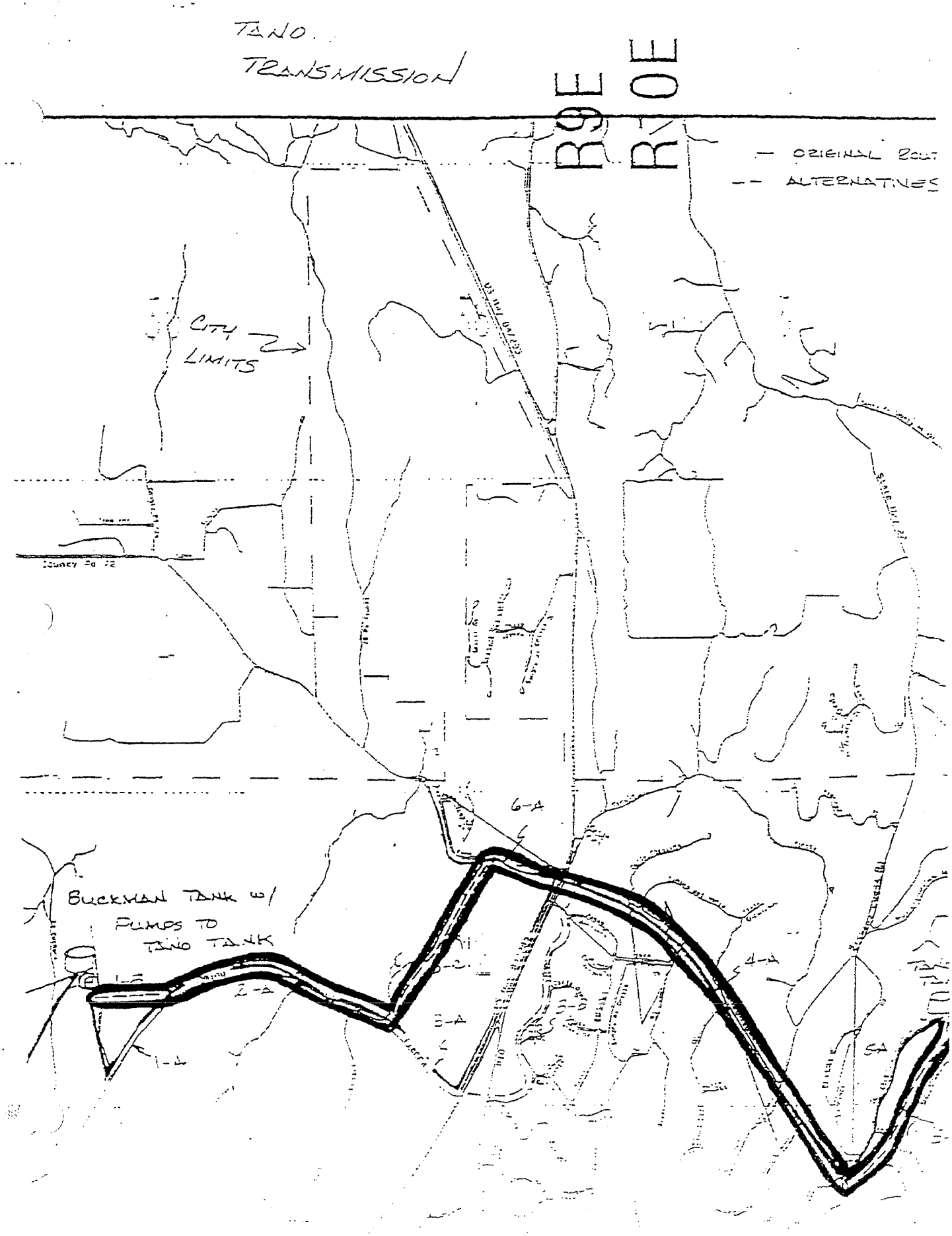
It is acknowledged by TSF that PNM's agreements herein contained are subject to approval by the City.

Sincerely,

Malcolm Dunlevie

cc: Mr. Patricio Guerrortiz, Director of Public Utilities
Mr. Tony Hurst, Manager, Customer Service Engineering, PNM
Ms. Emilie B. Dohleman, P.E., PNM
Mr. Mike Hamman, Public Works Department, City of Santa Fe
Mr. Douglas M. Sayre, Sayre Engineering
Mr. Jorge Gonzalez, Jorge Gonzalez & Associates, Inc.
Ms. MaryLiz Geffert, Esq.

Mr. Michael J. Henke, P.E., Director
PNM Water Services


TANO
TRANSMISSION
R9E
R10E
— ORIGINAL ROUT
-- ALTERNATIVES
CITY LIMITS
County Rd 72
6-A
BUCKMAN TANK w/
PUMPS TO
TANO TANK
2-A
1-A
3-A
4-A
5A

ITEM # 04-0679

AMENDMENT NO. 3
TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN MONTE SERENO, LLC AND THE CITY OF SANTA FE

This AMENDMENT NO. 3 dated Aug. 25, 2004, ("Amendment") is made to that certain Annexation and Development Agreement between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter "City") and Monte Sereno, LLC, a Colorado limited liability company, successor in interest to Tano Santa Fe Partners (hereinafter "Developer") dated May 5, 1993, (the "Agreement") as amended by Amendment No. 1 dated July 27, 1994 and Amendment No. 2 dated October 11, 1995 (the "Amendments").

Pursuant to Section 11.19 of the Agreement, for good and valuable consideration and upon mutual agreement of the City and the Developer, the Agreement is amended as follows:

1. **Section 5.3 of the Agreement is amended to read it its entirety as follows:**

5.3 Wastewater Disposal System: The Developer shall design and construct a wastewater collection system that can incorporate the use of gravity sewer as well as low and high pressure sewer as needed to provide sewer service to the development. This system will connect to the City's existing gravity flow sewer system. The entire system and all manufacturers and suppliers of components and parts for the sewer collection system are subject to approval by the City Public Utilities Department. Upon completion and inspection and approval by the City, the City agrees to accept permanent dedication of the sewer system. The City shall then commence operation of and assume responsibility for maintenance of the permanent sewer system, in conformity with the manufacturers' guidelines and all applicable federal, state and local standards. The City acceptance of the sewer system will be in phases as the development is built out. The sewer system to be accepted by the City includes the two permanent lift stations with all their appurtenances, the force main system, the low pressure main system and the gravity main system, but excludes the sewer service lines and the grinder pumps.

The property owner is responsible for repairs and maintenance of their entire sewer service line from the public mainline to the residence. Any temporary sewer system needed due to phasing shall be the responsibility of the Developer to own and maintain. The Developer agrees to provide the City with all manufacturers' warranties for mechanical components of each phase of the system for a period of one-year following acceptance of the completed phase by the City.

The Developer shall establish an operation and maintenance fund in the amount of $30,000 prior to the City accepting permanent maintenance of the lift stations. The fund shall remain at a level of $30,000. The purpose of this fund is to pay for all costs associated with operating and maintaining both lift stations. The City and the Developer will establish an operation and maintenance agreement for the lift stations.

2. Section 11.12 of the Agreement is amended to read in its entirety as follows:

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the City:	Mayor City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501
With a copy to:	City Attorney City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501
If to Monte Sereno, LLC:	Don Beauregard HMB Partners, Inc. 88 Steele, Suite 300 Denver, CO 80206

3. Except as specifically set forth in this Amendment and Amendments numbers 1 and 2, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Annexation and Development Agreement dated May 5, 1993, as amended, as of the date first above written.

CITY OF SANTA FE:

BY: _____
LARRY A. DELGADO, MAYOR

Attest:

_____
YOLANDA Y. VIGIL, CITY CLERK

Approved as to legal form:

_____
BRUCE THOMPSON, CITY ATTORNEY

MONTE SERENO, LLC,
a Colorado limited liability company
By: Cascades Denver Corporation,
a Delaware corporation, its manager

BY: _____
DONALD E. BEAUREGARD,
Chief Financial Officer

(1)

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

TANO SANTA FE PARTNERS, a California Limited Partnership,

Plaintiff,

vs.

NO. CIV 90-1033 JC/WWD

THE CITY OF SANTA FE, NEW MEXICO, a municipal corporation, THE CITY COUNCIL, its governing body, and THE DEVELOPMENT REVIEW COMMITTEE, a municipality planning commission of the City of Santa Fe,

Defendants.

SETTLEMENT AGREEMENT

Defendants the City of Santa Fe, New Mexico, the City Council and the Development Review Committee, joined by Plaintiff Tano Santa Fe Partners (collectively, the "Parties"), through their respective, authorized counsel of record, desiring to settle and compromise all disputed claims, and causes of action in the above-captioned case, do hereby agree for purposes of that settlement and compromise and without any admission of actionable wrong by any Party as follows:

1. The Parties stipulate and agree to entry of the proposed Consent Decree attached hereto as Exhibit A and that the findings of fact and conclusions of law contained in the Consent Decree shall be effective and binding only upon entry of that decree.

2. Tano Santa Fe Partners ("Tano") has a vested right to develop the Property in accordance with the PRRC zoning and the City of Santa Fe ("City") ordinances

governing approval of the revised Master Plan, preliminary development plan, and preliminary subdivision plat shall be the City ordinances in effect on April 1, 1990. The City shall not consider a change in zoning without Tano's consent. The Annexation Agreement was in full force and effect at the time Tano purchased the Property and continues to be in full force and effect and Tano and its successors and assigns possess the right to use, enjoy, and develop the Property in accordance with the land uses specified in the PRRC zone and with the density and intensity of commercial use set forth in the Annexation Agreement.

3. The City agrees to approve the revised Master Plan, preliminary development plan and preliminary subdivision plat submitted to the City in 1990 as modified in this Settlement Agreement (hereinafter referred to as the "1990 Plan") within 30 days of the entering of the Consent Decree. Approval of the 1990 Plan shall incorporate negotiated items set out in paragraphs 10 through 25 of this Settlement Agreement. Tano shall provide the proposed modifications to be incorporated into the 1990 Plan to the City within 15 days after the entering of the Consent Decree.

4. The City and Tano agree to execute an Amended Annexation Agreement within 30 days of the entering of the Consent Decree. The Amended Annexation Agreement shall incorporate negotiated items set out in this Settlement Agreement as well as other matters to which the Parties may agree.

5. The City shall notice a public hearing set for the purpose of approving the 1990 Plan. The notice shall announce that the litigation between the Parties has been settled, that the Court has entered a consent decree, and that the City intends to approve

the 1990 Plan with various changes to be discussed at the public hearing. Formal approval of the 1990 Plan shall be granted by the City Council on the date of the public hearing specified in the notice of public hearing. This date shall be not later than 30 days after the entering of the Consent Decree.

6. Tano waives any claims to damages, interest, attorneys' fees or costs upon entry of the Consent Decree.

7. The Federal District Court shall retain jurisdiction over the performance by the parties of the obligations set forth in this Settlement Agreement. If, for any reason, an Amended Annexation Agreement is not executed and the 1990 Plan approved as provided for in this Settlement Agreement, the parties agree that the Court shall have jurisdiction and full power and authority to enforce the Settlement Agreement, including finally resolving any differences between the parties with respect to the Amended Annexation Agreement and approval of the 1990 Plan. Having resolved any remaining differences between the Parties with respect to the 1990 Plan the Court shall further have the authority to direct the City to approve the 1990 Plan and direct the parties to execute an Amended Annexation Agreement.

8. Upon execution of this Settlement Agreement the Parties shall apply to the Court for a consent decree dismissing the litigation between the Parties with prejudice and providing that the sole and only remedy of the Parties shall be to enforce this Settlement Agreement.

9. Paragraphs 10 through 25 of this Settlement Agreement contain agreements of the Parties which shall be incorporated in the Amended Annexation Agreement. These

agreements were negotiated by representatives of the parties and are also set forth in a memorandum titled "Tentative Points of Agreement between the City of Santa Fe and Tano Santa Fe Partners Regarding Settlement of Litigation" dated September, 1992.

10. Respecting lots and cluster units:

Tano shall be entitled to a development right of 322 single-family lots and cluster units to be constructed on the property. Single-family detached lots shall not exceed 276 lots. Cluster units may be increased from the 46 cluster units shown on the Master Plan dated June 1990, provided that single-family detached lots are reduced accordingly. Tano shall have the right to reduce detached units and increase cluster units on future applications for their Preliminary and Final Development Plans.

11. Respecting escarpment district matters:

Tano agrees to re-site six building sites in lots located at the south end of the property in the ridgetop district of the Escarpment District to remove building sites from ridgetops (Lots 1, 2, 15, 17, 22 and 23); Lots 149, 150 and 152 shall be re-platted to move building sites to the west side of the road. Cluster B shall be redesigned to move the units westerly on the ridgetop. Lots located elsewhere within the property and located within the Escarpment District as shown on official City maps for the property shall be retained. All building sites located within these portions of the Escarpment District shall be allowed by the City, provided covenants are placed on these lots that require construction to conform with all design requirements established by the City's Escarpment District Ordinance enacted February 26, 1992, other than provisions applicable to siting.

12. Respecting provisions for a fire substation:

a. Tano agrees to dedicate a site of approximately one (1.0) acre located south of the entry to Tano Santa Fe from US 84/285 for construction of a municipal fire substation. Tano further agrees, upon official action by the City Council and written notice to Tano of that action requesting construction of a fire substation on the fire station site, that they will undertake design and construction of a fire substation on the site to serve Tano Santa Fe and other properties located within a designated service area at an amount not to exceed $450,000 for the design and construction project. Tano shall be entitled to reimbursement for portions of the cost of designing and constructing the fire station attributable to properties located outside Tano Santa Fe and located within the service area. Reimbursement shall be based on a pro rata allocation of development within the service area over a ten year period after completion of the fire station. The specifics of the allocation shall be based on a formula agreed to between the Parties.

b. It is understood between the Parties that the City shall have the right to provide design services for the fire station project. Tano reserves the right to approve exterior architectural elements of the project prior to finalization of plans and initiation of construction. Construction of the fire station shall be commenced prior to the recording of the Phase II plat of the Tano Santa Fe project, and thereafter diligently completed within 24 months.

13. Following approval of this Settlement Agreement and entry of the Consent Decree by the Court the City Council shall set a public hearing. The public hearing shall be for the purpose of adopting and implementing the modified Master Plan and Amended

Annexation Agreement in accordance with the Consent Decree.

14. Respecting phasing plan:

Tano agrees to submit a phasing plan as part of the Settlement Agreement, for implementation of platting and development plans at Tano Santa Fe. The phasing plan shall include four phases. Subphasing within the major phases of the project shall be allowed by the City. Phasing plans shall reflect an orderly and coordinated implementation of the Preliminary Development Plans approved by the City pursuant to this settlement; and shall provide for a coordinated installation of roads, utilities, drainage structures and other infrastructure improvements required to serve the detached lots, cluster units and hotel development contemplated for each phase of the project. All onsite and offsite infrastructure shall be specified for each phase of development. The loop road connecting US 84/285 to San Juan Ranch Road shall be built during Phase II of the project.

15. Respecting parks and open space:

a. Tano agrees to expand the trail system shown on the Master Plan and Preliminary Development Plan for Tano Santa Fe, dated July 1990, to extend the trail system into areas located in the southeast and southwest portions of the site; and to provide trail access from the main entrance of Tano Santa Fe at US 84/285 to the San Juan Ranch Road entrance at the south end of the property. A loop trail shall be completed in Phase II of the project.

b. Tano agrees to provide trail easements for all trails established within Tano Santa Fe.

c. Trail easements will initially be dedicated by Tano to the Tano Santa Fe Homeowners Association. They shall subsequently be dedicated, upon request by the City, to the City for ownership and maintenance.

d. Until such time as the trail system within Tano Santa Fe is dedicated to the City, Tano agrees to pay park and open space impact fees according to the schedule established by the City Impact Fee Ordinance in effect as of September 1992. The City shall provide a rebate for prepaid park impact fees upon dedication of the trail system to the City and the City's acceptance of the system.

16. Respecting a wastewater disposal system:

a. Tano agrees to construct an onsite wastewater disposal system that meets the requirements of the New Mexico Environment Department. It is agreed that the preferred design shall not require an NPDES permit.

b. The design of the facility may include a single wastewater treatment plant or multiple facilities serving different areas of the Tano Santa Fe site. Final design of the wastewater treatment system shall be mutually agreed to by the Parties before Phase I final plat approval. Upon completion of the wastewater treatment facility or facilities, the treatment facilities and sewage collection lines will be dedicated to the City for ownership and operation. Tano agrees to cooperate in establishment of a wastewater assessment district by phase as plats are recorded for property owners within Tano Santa Fe to provide financing for ongoing operation and maintenance of wastewater collection and disposal facilities serving the Tano Santa Fe project.

c. In lieu of City assessments from the wastewater management district,

Tano shall establish an operating fund for the first five years of the project for operation of the wastewater treatment facilities, not to exceed $30,000 for the five-year period.

d. Dedication of the wastewater treatment facilities shall be subject to inspection and acceptance by the City based upon compliance with design standards agreed to by the Parties.

17. Respecting rezoning:

The Parties agree that should the City, following the ordering of the settlement by the Court, elect to revise repeal or amend the PRRC Ordinance, such revisions and amendments shall not adversely affect the development right of Tano to develop resort accommodations and resort-related commercial service, residential lots and units or add additional conditions to those contained within the stipulated Court order.

18. Respecting financial assurances:

The parties agree that Tano shall provide financial assurances acceptable to the City in accordance with the City's general rules and regulations for construction of infrastructure for each phase of the Tano Santa Fe project as final plats are recorded. Warranties attached to infrastructure construction shall be for a period of one year from completion of construction and acceptance or approval of the improvements by the City.

19. Respecting affordable housing fees:

a. Tano agrees that an affordable housing fee of two percent (2%) of the gross sale price of each lot and cluster homesite within Tano Santa Fe shall be paid into an escrow account to be designated by the City.

b. The Parties contemplate a total of 322 residential dwelling units be constructed at Tano Santa Fe. The two percent (2%) affordable housing fee shall be based on the initial sale of each lot and cluster homesite.

c. The two percent (2%) affordable housing fee shall be paid prior to issuance of the initial building permit for each lot and cluster homesite. Subsequent applications for building permits shall not be so encumbered.

d. The two percent (2%) affordable housing fee shall be paid by the applicant for the building permit. Tano shall pay the two percent (2%) fee based on the market value of the lot or cluster homesite if Tano builds the units themselves.

e. Tano shall provide written notification to the City Technical Review Division, or its successor, of the sale price of each lot and cluster homesite within Tano Santa Fe at the time of initial sale. The Technical Review Division shall be responsible for recording the sale price and calculating and collecting the fee upon initial application for a building permit.

f. Tano shall provide disclosure of the obligation for payment of the two percent (2%) affordable housing fee on the plat for each phase on Tano Santa Fe, within the Declaration of Covenants, Conditions and Restrictions for Tano Santa Fe, and to the purchaser at time of initial sale of each lot and cluster homesite.

g. It is understood between the Parties that no affordable housing fee shall be charged for building permits associated with the hotel site or installation of infrastructure, including the wastewater treatment plant and water tank.

h. Tano shall reserve the right to comply with any ordinance provisions

that may be available in lieu of paying this two percent (2%) fee.

i. This section applies to any residential housing built on hotel site in lieu of the hotel.

20. Respecting infrastructure:

The following understandings shall be incorporated into incorporation, processing and approval of the plans and Annexation Agreement for Tano Santa Fe:

a. Road systems shall be designed in as rural a character as possible; however, paved driving surfaces shall be required on all roadways.

b. Where engineering standards for roadway construction conflict with terrain management requirements of the City in order to accommodate the considerations of terrain, the engineering standards shall be modified (e.g. lower design speed) by the City in favor of the road design meeting terrain management requirements. However, where terrain dictates, the construction of the road network shall be allowed to exceed terrain management requirements for encroachment into natural slope, grade or cut-and-fill in order to facilitate development of a coherent and well-integrated roadway network. The goal of road design is to maintain as rural a character as reasonably possible.

These variances can be granted within the limits of safe engineering design criteria.

c. Lighting along roadways and elsewhere within the project shall be established to minimize offsite visibility. The City agrees to apply alternative standards accordingly within the limits of safe engineering design criteria.

d. The City agrees to waive curb and gutter requirements for roadway

construction as requested by Tano when not needed for surface drainage control. The Parties shall mutually agree on stabilized pedestrian facilities in lieu of concrete sidewalks.

e. Upon phased completion, the roadways shall be dedicated to the City for ownership and maintenance after inspection and acceptance by the City.

f. The City and Tano agree that the two points of access to Tano Santa Fe shall be as shown on the plans dated July 1990; and as follows:

(i) the main access shall be from US 84/285; and

(ii) the secondary access shall be from San Juan Ranch Road.

g. The City shall cooperate with Tano in establishment of its main access from US 84/285 and shall support Tano in its application to the State of New Mexico for a highway permit to construct this intersection.

21. Respecting hotel development:

a. Tano agrees that a fee equal to one percent (1%) of the gross sale price of each lot and cluster homesite within Tano Santa Fe shall be paid at the time of closing of each lot sale, such fee to be listed on the closing settlement statement, collected by the title company and disbursed to the City for deposit into an escrow account to be designated by the City for costs associated with the establishment of a crafts/business incubator facility on property to be provided by the City. The one percent (1%) fee shall increase to two percent (2%) if the following conditions occur:

(i) the building permit for a hotel has not been issued within five years from the date of this Settlement Agreement and hotel construction diligently completed thereafter and,

(ii) Tano is not obligated to build a water tank in excess of 2.5 million gallons capacity. Any such increase in the percentage of the fee shall only apply prospectively to lot sales occurring after the fee increase.

b. The Parties contemplate a total of 322 residential dwelling units be constructed at Tano Santa Fe. The fee shall be based on the initial sale of each lot or cluster building site.

c. Tano shall pay the fee based on the market value of the lot or cluster homesite if Tano builds the units themselves.

d. Tano shall provide disclosure of the obligation for payment of the fee on the plat for each phase of Tano Santa Fe, within the Declaration of Covenants, Conditions and Restrictions for Tano Santa Fe, and to the purchaser at time of initial sale of each lot and cluster homesite.

e. It is understood between the Parties that this fee shall not be charged for building permits associated with the hotel site or installation of infrastructure, including the wastewater treatment plant and water tank.

f. This fee applies to any residential housing built on the hotel site in lieu of the hotel.

g. Tano shall have the right to construct a hotel of up to 250 rooms within the hotel site designated on the Preliminary Development Plan, dated June 1990. The hotel may be planned and built in phases, may contain less than 250 rooms, may be constructed on a schedule to be determined by Tano, and may be built in multiple structures.

h. Tano may apply to the City to amend the Master Plan for the hotel site to allow for either 25 detached or a maximum of 75 attached residential dwelling units in lieu of the Hotel Development and pursuant to a separate development plan for this tract. The architecture and architect for the hotel site shall be selected by Tano.

22. Respecting the water tank:

The City shall cooperate in the provision of easements or licenses, at no cost to Tano for construction of the offsite water system improvements on City-owned property. Tano shall construct a water tank with a capacity of 2.5 million gallons capacity.

23. Respecting ordinances applicable:

Approval of final development plans and final plats, the issuance of all permits, licenses and other City approvals required for subdivision and improvement of the project including but not limited to those governing density, permitted uses, growth management, environmental considerations, terrain management, escarpment district requirements, soil conservation, pollution control, historic and archeological preservation, other environmental and land use matters, and design criteria shall be governed by City codes and specifications in effect on April 1, 1990; provided, however:

a. this does not preclude application to the property of changes in City laws, regulations, plans or policies pertaining to the above matters which are specifically mandated and required by changes in state or federal laws or regulations;

b. general applicable ordinances and regulations of this nature adopted by City after April 1, 1990, shall be applicable to the project, provided the ordinance or regulation and its application to the project:

(i) does not materially restrict or defeat the basic development rights granted in the Amended Annexation Agreement (e.g., land uses, density, basic project layout, road systems, etc.) and in the approved Preliminary Development Plan and Preliminary Plat;

(ii) is applicable Citywide to all comparable commercial or residential development as the case may be; and

(iii) operates prospectively only;

c. and the City's Impact Fee Ordinance which was effective April 1, 1991 applies to entitlements pertaining to project, and future ordinances establishing fees for subdivision or improvement of land shall be applicable as are in effect at the time the entitlement is granted, provided that the fee ordinance:

(i) is applicable City-wide to all similar developments;

(ii) does not pertain to the same entitlement or condition for which another fee is payable under the Amended Annexation Agreement;

(iii) operates prospectively only;

(iv) in no event shall the Tano Santa Fe project be subject to any fee (including impact fee) for a City service which Tano is required to establish or otherwise pay for under the Amended Annexation Agreement, including wastewater treatment, park and open space, but only after owner dedicates an improved trail system per the Preliminary Development Plan and Preliminary Plat (which City will accept), fire protection, and capital cost of water system;

d. the Escarpment Ordinance enacted on February 26, 1992 is

applicable only as follows:

(i) in the final plat, lots 147, 148, 152 shall be re-platted to place building sites on the West side of the road and lots 1, 2, 15, 17, 22 and 23 shall be re-platted and/or merged so that either (a) a ridgeline building envelope is created to preclude visibility of structures as viewed from Highway 84/285 and so that structures do not protrude above the ridgeline, or (b) alternate building sites off the ridgeline are established for these lots;

(ii) as to all other lots in the escarpment district, the provisions limiting building sites are not applicable but all other provisions of the ordinance shall apply (e.g., height limitation, landscaping, coverage, colors, etc.);

(iii) as to all other ridgeline lots in project not in the escarpment district, development shall be controlled by a homeowner association per constraints of the Declaration of Covenants, Conditions and Restrictions submitted with Tano's 1990 Plan as these Conditions and Restrictions may be amended with approval of the Development Review Committee at time of final plats approval. Tano retains right to 322 lots (276 detached) so that if by replatting to meet the above condition lots are deleted, they may be replaced with lots elsewhere in the project.

e. Tano shall comply with all requirements of terrain management as to all residential lots, there being no obligation of the Development Review Committee or the or City Council to give any variance, but variances may be given for roads as provided in paragraph 20 herein.

24. Respecting general provisions as to clarity, certainty, completions and cooperation:

a. The Parties shall execute the Amended Annexation Agreement. The Amended Annexation Agreement shall give Tano vested rights to develop per the concurrently approved 1990 Plan. Terms of the Amended Annexation Agreement shall prevail over conflicting terms of 1985 annexation agreement, as amended in 1987, and of all submittals made with respect thereto.

b. When approved the 1990 Plan shall establish, subject to all other terms and conditions of the Amended Annexation Agreement:

(i) the location of all road rights-of-way, a preliminary grading and drainage plan for roads, and location of utility easements;

(ii) the boundaries or lot lines of each detached single family lot and open space areas within the project;

(iii) a building site for each detached housing lot;

(iv) the boundaries and preliminary building footprint for the hotel site and cluster home compounds; if Tano wishes to change the building footprint as shown on the approved Preliminary Development Plan and Preliminary Plat for these sites, Tano, at any subsequent date, shall apply for an amended Preliminary Development Plan for the various improvements on the hotel site and cluster housing site or sites, to be heard and approved pursuant to the Amended Annexation Agreement and applicable ordinances; if no material change is to be made, Tano shall file for a final plat and development plan for the hotel site and cluster housing site.

c. Within one year after execution of the Amended Annexation Agreement, Tano shall, at a minimum, apply for final plat approval for Phase I of

subdivision; thereafter Tano may apply for additional final plats according to Tano's phasing plan; City agrees to continually and diligently process each final plat application and agrees that the sole issue for final plat approval is whether the plat substantially conforms to the approved Preliminary Development Plan, Preliminary Plat and applicable ordinances as defined in this Amended Annexation Agreement;

(i) final development plans can be submitted at any time and in phases and need not be submitted with a final plat (e.g., a final development plan for cluster housing can be submitted concurrently with or after submittal of final plat for cluster housing and/or in advance of, and separate from, the final development plan for the hotel site); the City agrees to continually and diligently process each application for final development plans in accordance with applicable ordinances as defined in the Amended Annexation Agreement; no individual residential lot may be offered for sale until the City approves a final plat for the phases which incorporates that lot;

(ii) infrastructure shall be built in four phases from north to south on the property; construction of infrastructure within a phase, and for infrastructure work outside that phase as necessary to service improvements in that phase (e.g., roads, water and sewer lines) shall proceed only after the final plat is recorded for that phase; Tano may request a change in phasing as part of processing final plats and the Development Review Committee shall approve based only on reasonable standards as necessary to protect public health, safety and welfare, and not at its discretion (the City recognizes that the timing and sequence of infrastructure construction will depend to some extent on economic conditions and the rate at which inventory is absorbed by the

market).

d. Tano's Tano Santa Fe project is a private development; the City has no ownership or management interest in the project; nor responsibility to third parties concerning any of said improvements until such time as the City accepts, by deed of dedication, infrastructure to be maintained by the City, but the parties agree:

(i) to generally cooperate with each other in Tano's implementation and build out of the project pursuant to the Amended Annexation Agreement and Preliminary Development Plan and Preliminary Plat and to perform their respective duties and obligations and assert and enforce their respective rights under the Amended Annexation Agreement in good faith and with due diligence as required to implement the Amended Annexation Agreement;

(ii) from time to time, to execute and deliver such instruments, assignments, conveyances, documents, confirmations, estoppel certificates and assurances and take such further actions as the other party may reasonably request to perform its respective obligations under the Amended Annexation Agreement or to confirm and acknowledge to such other party the rights intended to be created by the Amended Annexation Agreement (but nothing herein, express or implied, is intended to confer upon any person other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of the Amended Annexation Agreement;

(iii) in the event the Amended Annexation Agreement or any provision thereof or the approval of the Preliminary Development Plan and Preliminary Plat

or any final development plan or plat is challenged in a court of law by a person or persons not a party to this Settlement Agreement, the City and Tano shall (a) intervene if not named a party; (b) employ counsel to defend their rights either separately or jointly as the Parties may determine is appropriate; (c) to share equally the costs of litigation; and (d) to do all other things reasonably necessary to protect and defend the validity, enforceability and effectiveness of the Amended Annexation Agreement;

(iv) In the event of litigation between the City and Tano concerning any matter arising out of the Amended Annexation Agreement or the approved Preliminary Development Plan and Preliminary Plat or the rules, regulations and ordinances of the City applicable to the project, reasonable attorneys' fees and costs of the prevailing party shall be paid by the unsuccessful party;

(v) if any obligation of either party under the Amended Annexation Agreement shall be made essentially impossible of performance by reason of an act of God, or the elements, shortage or unavailability of necessary materials, supplies, or labor, shortages or interruptions of transportation facilities, or because of applicable federal or state governmental regulations or restrictions, judicial order, or other cause beyond the party's control, then in such event the time for performance of the obligation of the party shall be extended as mutually agreed to by the Parties.

25. Tano shall withdraw and not refile the revised Master Plan, preliminary development plan and preliminary plat submitted to the City for consideration and approval in 1991.

CITY OF SANTA FE, NEW MEXICO

By: _____
Phil Griego, Mayor Pro Tem

This settlement was approved at an open meeting of the Santa Fe City Council on the 17th day of September, 1992.

By: _____
Frances C. Romero, City Clerk

APPROVED:

CIVEROLO, HANSEN & WOLF, P.A.

By: _____
ROSS L. CROWN
THOMAS P. GULLEY
500 MARQUETTE, N.W., SUITE 1400
ALBUQUERQUE, N.M. 87102
(505) 842-8255
ATTORNEYS FOR DEFENDANTS

TANO SANTA FE PARTNERS

By: Wilma South Corporation
General Partner

By: _____
Charles Graham, President

APPROVED:

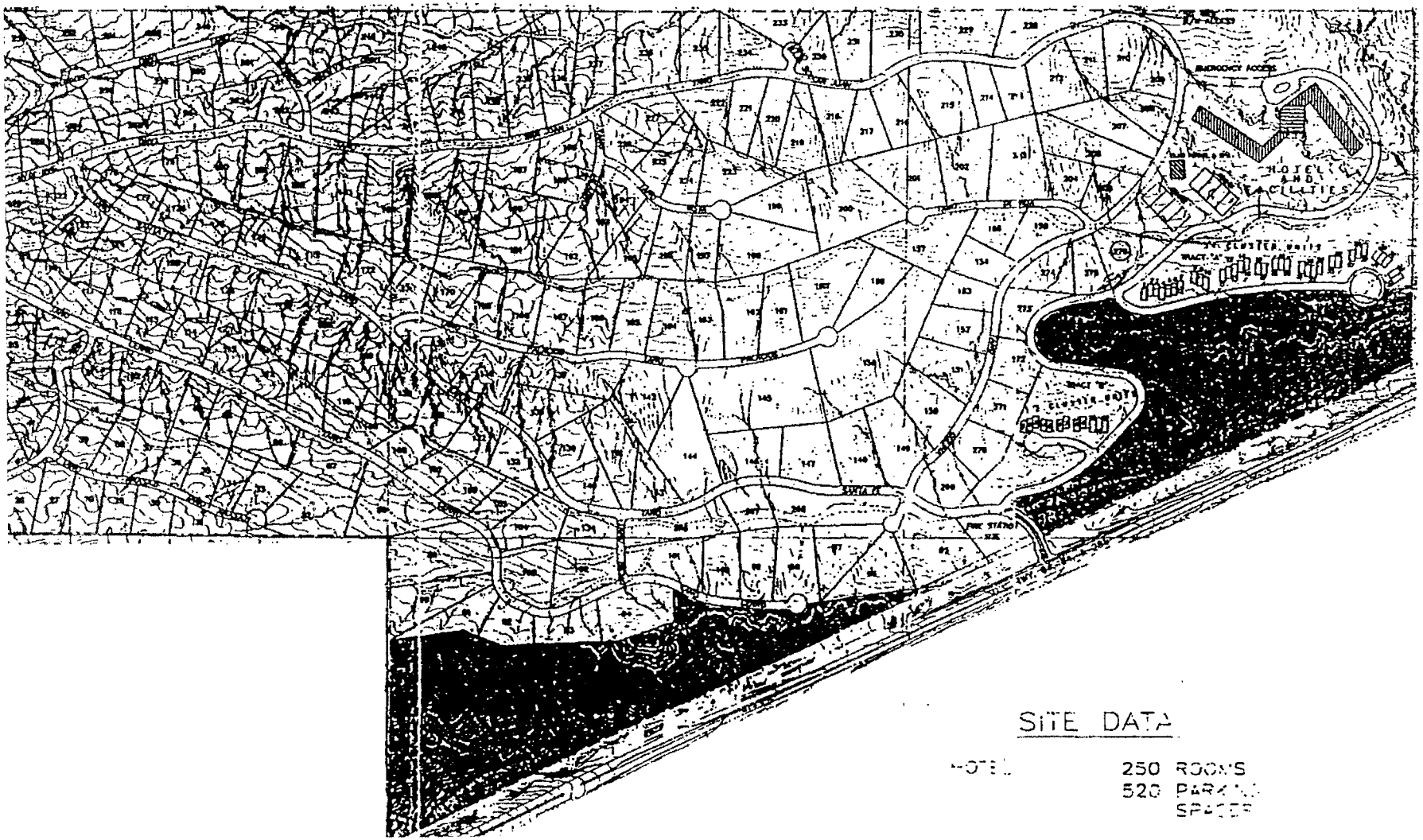
HINKLE, COX, EATON
COFFIELD & HENSLEY

By: _____
JOHN J. KELLY
HOWARD R. THOMAS
STEPHANIE LANDRY
500 MARQUETTE, N.W., SUITE 800
ALBUQUERQUE, NEW MEXICO 87102
(505) 768-1500
ATTORNEYS FOR PLAINTIFF

EXHIBITS

Exhibit A	Consent Decree

09-21-1992 09:50 5057681529 HINKLE LAW P.03



SITE DATA

HOTEL 250 ROOMS
520 PARKING SPACES

City of Santa Fe, New Mexico

Debbie Jaramillo, Mayor
David Coss, City Manager

Councilors: Frank Montaño, Mayor Pro Tem, Dist. 3
Larry A. Delgado, Dist. 1
Patti J. Bushee, Dist. 1
Cristopher D. Moore, Dist.2
Molly Whitted, Dist. 2
Art Sanchez, Dist. 3
Amy Manning, Dist. 4
Peso Chavez, Dist. 4

May 15, 1996

Tano Santa Fe Partners
c/o Mr. Charles D. Graham, President
Wilma South Management Corporation
780 Johnson Ferry Road, Suite 250
Atlanta, GA 30342

Re: Inapplicability of Section 14-82.5 *SFCC 1987* to Tano Santa Fe Subdivision

Dear Mr. Graham:

Based upon the Settlement Agreement in *Tano Santa Fe Partners v. City of Santa Fe, et al.*, ("Settlement Agreement") and the Consent Decree in the same matter which decree ratified and approved the Settlement Agreement and pursuant to Section 11.11 of the 1993 Annexation and Development Agreement between Tano Santa Fe Partners and the City of Santa Fe ("Annexation Agreement"), this letter is intended to give you further assurances and confirmations regarding the status of the Annexation Agreement and certain interpretations of its terms. We understand this letter will be relied upon by your partnership and/or new investors or owners and/or lenders providing funds for the Tano Santa Fe Subdivision.

Section 14-82.5 *SFCC 1987*, enacted by the City in 1992, is inapplicable to the Tano Santa Fe Subdivision based upon the explicit terms of the Settlement Agreement and the Annexation Agreement, and the City of Santa Fe will not apply Section 14-82.5 *SFCC 1987* to the Tano Santa Fe Subdivision.

Sincerely,

David Coss

David Coss
City Manager

Above acknowledged By:
WILMA SOUTH CORPORATION,the sole General Partner of TANO SANTA FE PARTNERS

By: _____ Dated: 5/31/96
Charles D. Graham, President

14-82.5 Time Limits for Preliminary and Final Subdivision Plat Approvals.

A. As per subsection 14-82.3C, preliminary plat approvals shall become null and void unless a final plat application is submitted within twelve (12) months of the preliminary plat approval by the planning commission; however, that in any application which provides for more than one (1) phase, the developer shall include a phasing schedule showing required dates of final plat approval for each phase. If the phasing schedule is complied with, then preliminary plat approval shall not become void as provided for above in this section.

B. For all subdivision plats approved or conditionally approved after December 31, 1992, the final subdivision plat shall be recorded within two (2) years of the planning commission's approval or conditional approval, otherwise the planning commission shall decide whether to rescind such approval.

C. All conditions of final plat approval shall be completed within two (2) years of the planning commission's approval or said approval shall become null and void unless an extension is applied for in writing and approved by the planning commission. The final plat shall be recorded within thirty (30) days of the date all conditions are substantially satisfied. (Ord. #52-1992, §4; Ord. #1994-30, §22)

14-83 TERRAIN MANAGEMENT REGULATIONS.

Subdivisions shall comply with terrain management regulations as set forth in Section 14-90 of this chapter. (Ord. 1988-29, §§1, 2)*

14-84 DESIGN STANDARDS.

14-84.1 Streets. The following standards for streets shall apply to all subdivisions except for inheritance and family transfer subdivisions, the design standards for which are set forth in the SFCC 1987:

A. Where a subdivision abuts or contains an existing or proposed arterial street, the planning commission may require marginal access for collector or local streets, reverse frontage with screen planting or walls contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

---

*__Editor's Note:__ Subsections 14-83.1 through 14-83.10 previously contained herein have been repealed in entirety by Ordinance No. 1988-29, §1.

City of Santa Fe, New Mexico

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

Larry A. Delgado, *Mayor*
Mike P. Lujan, *City Manager*

Councilors:
Carol Robertson-Lopez, Mayor Pro Tem, Dist. 4
Patti J. Bushee, Dist. 1
David Pfeffer, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Miguel M. Chavez, Dist. 3
David Coss, Dist. 3
Matthew E. Ortiz, Dist. 4

17 90

October 6, 2005

Al Lilly
Santa Fe Planning Group, Inc.
P.O. Box 1761
Santa Fe, NM 87504

RE: Monte Sereno Letter from Al Lilly dated September 14, 2005

Dear Al:

In response to your letter dated September 14, 2005, I concur with your conclusions.

1. Building can occur anywhere within the "buildable site" as delineated on the plat, without having to meet the current terrain management requirements of a maximum of 50% in the 20-30% slope range.
2. All lots are subject to current City Code regarding architectural and landscape requirements, including any construction in the Escarpment Overlay District.
3. The "Side by Side" Master Plan, once approved by the City, will show lot numbers, lot configurations, buildable sites and the Escarpment District Overlay District boundaries for Phases 1 and 2 compared to the original 1992 Master Plan. It is understood that as part of the Phase 1 and 2 development plan set, the buildable sites were modified from the 1992 Master Plan in order to remove 30% slopes (based on more detailed slope analysis) and to respond to the changes of lot configurations.
4. Any building proposed to occur outside the "buildable site" can only be permitted once a variance is obtained. Site improvements such as walls, driveways, parking and landscaping, are permissible and are subject to the current applicable City Codes.
5. Anne Lovely, Assistant City Attorney agreed with your interpretation of the meeting held September 12 between herself, yourself and Ted Bolleter, City Fire Marshall.

In addition, all building permit submittals must meet the current City Code requirements. Based on our review of several permits that have already been submitted, certain required items were not included. The following will need to be included for every application:

- City approved Side by Side Master Plan
- Certified slope and topography
- Overlay of the building footprint on the slope analysis and topography
- Stormwater to meet City Code
- Site grading plan

If you have questions, or want to discuss this information further, please do not hesitate to contact me at 955-6580.

Sincerely,

Jim L. Salazar, Director
Permit and Development Review Division

cc: Anne Lovely, Assistant City Attorney
Ted Bolleter, City Fire Marshall
Anne McLaughlin, Planning and Land Use Department Director
Ellery Biathrow, Engineering Supervisor
Wendy M. Blackwell, Senior Planner

SANTA FE PLANNING GROUP, INC.
P.O. BOX 1761
SANTA FE, NM 87504
(505) 988-1129, FAX 983-6785

Date: September 14, 2005

FAX MEMORANDUM

To: Wendy Blackwell
Land Use Dept., City of Santa Fe

From: Al Lilly

Re: Monte Sereno

Dear Wendy:

Pursuant to Nancy Long's letter to Jim Salazar regarding terrain management, and pursuant to your telephone conversation last month with Clif Walbridge regarding individual lot development, please note the following:

1. On August 31st we met with Anne Condon, Anne Lovely, and Jim Salazar to discuss terrain management issues relating to individual lots at Monte Sereno. The outcome of that meeting was a mutual understanding that as per the terms of the Annexation and Development Agreement and as per the language on the recorded plat (note #16); construction may take place on all approved "Building Sites" outside of the Escarpment District without restriction, even if a portion of the lot is within the Escarpment District. This means that any applicant for a building permit can build anywhere within the "Building Site" delineated on the plat without concern for the 20-30% slopes. No building shall take place on slopes in excess of 30%. It should be noted that none of the approved "Building Sites" for Monte Sereno included slopes in excess of 30%.
2. All lots are subject to current City Code regarding architectural and landscape requirements. This includes the architectural and landscape limitations relating to any construction within the Ridge-top Escarpment District.
3. We have provided you with a "Side by Side" Master Plan, providing a copy of the current master plan along side of the 1992 master plan (this plan was approved as part of the Annexation and Development Agreement). Lot numbers for Phases 1&2 have been labeled on the current plan for an easy visual comparison with the 1992 plan. As requested, this plan will be made available for all lot owners to include with their submittal for a building permit.

4. As per Note # 8 on the recorded plat, all construction of residences or other buildings (out-buildings) must occur within the approved "Building Sites." Therefore, the proposed house (or building structure) cannot "wiggle" outside of the approved "Building Site" without a variance from the Architectural Control Committee for Monte Sereno and without special approval from the Land Use Department. Site improvements (such as site walls, driveways, parking and landscaping) outside of the approved "Building Sites" are permissible, and are subject to City staff review according to current City Code.
5. On September 12, we met with Anne Lovely and Fire Chief, Ted Bolliter, to discuss fire access and driveway specifications. It was determined that Monte Sereno is not subject to the latest edition of NFPA 1 (2003) and the Chief would be evaluating driveways based on an earlier edition (possibly the 1988 Edition of NFPA 1). It was also determined that the Fire Chief has some latitude in evaluating the emergency access requirements for lots based on individual circumstances, and that the installation of an in-home fire suppression system would provide some flexibility in access requirements. Both parties recognized that fire access regulations would likely require more extensive driveway grading and construction (turn-arounds, walls, parking) outside of the approved Building Sites.

We hope that this answers your questions regarding review of building permit applications for individual lots at Monte Sereno. If you have further questions, please do not hesitate to contact me.

Sincerely,

Al Lilly

City of Santa Fe, New Mexico

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

Larry A. Delgado, *Mayor*
Mike P. Lujan, *City Manager*

Councilors:
Carol Robertson-Lopez, Mayor Pro Tem, Dist. 4
Patti J. Bushee, Dist. 1
David Pfeffer, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Miguel M. Chavez, Dist. 3
David Coss, Dist. 3
Matthew E. Ortiz, Dist. 4

January 3, 2006

Mr. Don Beauregard
Southwest Lifestyle Concepts, LLC
88 Steele, Suite 300
Denver, CO 80206

RE: **Water Rights Transfer Ordinance and the Monte Sereno Subdivision**

Dear Mr. Beauregard:

Section 14-8.16 SFCC 1987, enacted by the City of Santa Fe on July 27, 2005 (Ordinance 2005-29), entitled "An Ordinance Creating a New Section 14-8.16 SFCC 1987 Requiring Water Rights Transfers to the City of Santa Fe for New Development" is inapplicable to Monte Sereno based upon the terms of the Settlement Agreement in *Tano Santa Fe Partners v. City of Santa Fe, et al.*, dated September 17, 1992.

Subsequent to the enactment by the City of Santa Fe of the Water Rights Transfer Ordinance 2005-29, an administrative review was undertaken of the prior litigation and the terms of the Settlement Agreement between the City and Tano Santa Fe (current owner is Southwest Lifestyle Concepts, LLC represented by Mr. Don Beauregard). The review included an analysis of the Settlement Agreement and related litigation documents.

The administrative review was conducted by the City Attorney's Office and the Sangre de Cristo Water Division. Upon the recommendation of counsel the Sangre de Cristo Water Division has concluded that Ordinance 2005-29 does not apply to the Monte Sereno project because of the specific terms of the Settlement Agreement.

The Monte Sereno project owner, developer, agent and attorney concur with the advice of the City Attorney's Office and the conclusion of the Planning and Land Use Department and Sangre de Cristo Water Division that the Water Budget Administrative Ordinance, Section 14-8.13 SFCC 1987, does apply to the project and that the Monte Sereno project will offset all water demand through the retrofit program and its provisions.

Sincerely,

Galen M. Buller
Sangre de Cristo Water Division Director

James H. Montman
Public Utilities Department Director

Mike P. Lujan
City of Santa Fe Manager

cc: A. Kyle Harwood, Assistant City of Santa Fe Attorney
Nancy Long, Long, Pound & Comer, LLC

City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:
Miguel M. Chavez, Mayor Pro Tem, Dist. 3
Patti J. Bushee, Dist. 1
Chris Calvert, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Carmichael A. Dominguez, Dist. 3
Matthew E. Ortiz, Dist. 4
Ronald S. Trujillo, Dist. 4

November 2, 2007

Don Beauregard
Southwest Lifestyle Concepts, LLC
88 Steele, Suite 300
Denver, CO 80206

RE: Fulfillment of Final Obligations under Northwest Quadrant Water System Extension Agreement Effective May 18, 1993, as amended (the "Agreement")

Dear Mr. Beauregard:

This letter is intended to give Southwest Lifestyle Concepts, LLC ("SLC") assurances and confirmations respecting the Agreement and the affected Monte Sereno development as approved pursuant to the Annexation and Development Agreement dated May 5, 1993. All capitalized terms used herein are as defined in the Agreement. We understand that this letter will be relied upon by your company, your assigns, and/or your investors and lenders.

Amendment Number 5 to the Agreement (attached hereto as Exhibit "A") provides for the completion of SLC's obligations under the Agreement including construction of the Facilities as now defined pursuant to Amendment Number 5 (Section 1.17) and for a cash contribution (Section 3.4) to the City of Santa Fe (the "City"), among other revisions.

This letter is intended to provide you with the assurance that at that point in time when SLC provides the requisite financial assurance to the City for its obligations under the Agreement for construction of the Facilities—the variable frequency drive pump station—SLC shall have no further off-site infrastructure obligations in order to receive water service for the Monte Sereno development. Furthermore, the City agrees to verify this satisfaction by SLC of the Agreement by promptly granting approvals with regard to water service for plats and plans for the Monte Sereno development. Both parties acknowledge that SLC is required to make cash contributions pursuant to the terms of Amendment Number 5 but that those future payments shall not delay the approval of SLC plats and plans.

Sincerely,

Galen Buller
City Manager

City of Santa Fe, New Mexico

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

Javier M. Gonzales, Mayor

Councilors:
Peter N. Ives, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Christopher M. Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Bill Dimas, Dist. 4

August 18, 2015

Nancy R. Long
Long, Komer & Associates, P.A.
2200 Brothers Road
Santa Fe, NM 87502

RE: Monte Sereno Development; Request to Extension to term of Annexation & Development Agreement dated May 5, 1993

Dear Ms. Long:

This letter is written in response to Southwest Lifestyle Concepts, LLC's (the "Developer") request to exercise its option under Section 11.13 of the Annexation & Development Agreement dated May 5, 1993, as amended ("Agreement"), to renew the term of the Agreement for an additional term of five years, such that the Agreement will expire on May 5, 2023.

Via this letter, the City grants the Developer's request, effective immediately, to extend the term of the Agreement so that the expiration date of the Agreement is now May 5, 2023.

Sincerely,

Javier M. Gonzales
Mayor
City of Santa Fe, New Mexico

ITEM # 15-0848

AGREEMENT
BETWEEN SOUTHWEST LIFESTYLE CONCEPTS, LLC
AND THE CITY OF SANTA FE

This Agreement is made this 19 day of August 2015, between Southwest Lifestyle Concepts, LLC, a Colorado limited liability company ("SLC"), and the City of Santa Fe, a New Mexico municipal corporation ("the City").

RECITALS

WHEREAS, the City and SLC are parties to an Annexation and Development Agreement dated May 5, 1993, as amended ("A&D Agreement") governing the development of the Monte Sereno Subdivision in the City ("Subdivision");

WHEREAS, Section 11.13 of the A&D Agreement provides that SLC "shall have the option to renew the Agreement for an additional term, not to exceed five (5) years, upon reasonable terms and conditions to be negotiated by the parties";

WHEREAS, Sections 5.7, 5.7.1 and 5.7.2 of the A&D Agreement provides that SLC shall construct a public trail system within the Subdivision to be dedicated to the City and receive a rebate of all prepaid park impact fees upon such dedication;

WHEREAS, the City and SLC wish to remove the provision for dedicating a public trail to the City together with removing the requirement on behalf of the City to rebate prepaid park impact fees upon acceptance of such dedication;

WHEREAS, the City has, simultaneously with the execution of this Agreement, granted the extension to the term of the A&D Agreement by letter; and

WHEREAS, the parties wish to set forth the terms and conditions they have negotiated for granting the extension.

NOW THEREFORE, for good and valuable consideration, including the execution of the extension letter which will be issued by the City upon its receipt of funds in an amount as determined sufficient by the City to satisfy obligations of SLC, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. SLC will execute such documents as deemed necessary to provide that the public trails, as provided for in Section 5.1 of the A&D Agreement, will not be dedicated to the City; and that SLC will not receive a rebate of park and open space impact fees as addressed in Sections 5.1, 5.7.1 and 5.7.2 of the A&D Agreement.

2. The parties do not intend, by this Agreement, to affect any other terms of the A&D Agreement, which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTHWEST LIFESTYLE CONCEPTS, LLC
a Colorado limited liability company
By: HMB Partners, Inc.,
a Colorado corporation, its manager

By: Executed in Counterparts
Donald E. Beauregard
President

CITY OF SANTA FE,
A Municipal Corporation

Javier M. Gonzales, Mayor

Attest:

Yolanda Y. Vigil, City Clerk
CC mtg. 7/29/15

Approved as to Form:

Kelley A. Brennan, City Attorney

Approved:

Oscar S. Rodriguez,
Finance Director

2. The parties do not intend, by this Agreement, to affect any other terms of the A&D Agreement, which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTHWEST LIFESTYLE CONCEPTS, LLC
a Colorado limited liability company
By: HMB Partners, Inc.,
a Colorado corporation, its manager

By: D. E. Beauregard
Donald E. Beauregard
President

CITY OF SANTA FE,
A Municipal Corporation

Executed in Counterparts
Javier M. Gonzales, Mayor

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to Form:

Kelley A. Brennan, City Attorney

Approved:

Oscar S. Rodriguez,
Finance Director

City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:
Miguel M. Chavez, Mayor Pro Tem, Dist. 3
Patti J. Bushee, Dist. 1
Chris Calvert, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Carmichael A. Dominguez, Dist. 3
Matthew E. Ortiz, Dist. 4
Ronald S. Trujillo, Dist. 4

Al Lilly, Santa Fe Planning Group, Inc
PO Box 2482
Santa Fe, NM 87504

August 21, 2006

Re.

Case # S 2006-17. Monte Sereno Phase III, Parcel 3 (Phase 4) Final Subdivision Plat. Al Lilly, agent for Southwest Lifestyle Concepts LLC, requests final plat approval for 118 single- family lots and 7 tracts on approximately 305 acres. The property is zoned PRRC (Planned Residential Resort Community) and is located north of Tano Road, south of the Santa Fe Opera and west of Highway 84/285. 7 tracts of land are for a hotel and cluster units. 5 Variances are included: 1) to disturb slopes in excess of 30% for road construction; 2) to exceed the 15' maximum height for cuts or fills for road construction; 3) to disturb slopes in excess of 30% for driveways on lots 24, 27, 34, 35, 38, 39, 62, 236, 237; 4) to exceed the 15' maximum height for cuts or fills for driveway construction on lots 34 and 39; and 5) to current landscape requirements to permit the installation of native trees and shrubs in place of street trees. No development will occur for the hotel and cluster units without a final development plan. (Andrew Harnden, Case Manager)

AL Lilly:

At their July 6, 2006 meeting, the Planning Commission approved the above referenced request with the following conditions:

1. Variances shall be granted based on the finding that the requested variances are appropriate in relation to the overall development and its purposes and their impacts upon surrounding properties.
2. Address all staff redlines and review comments before recording final plans
3. Provide temporary turn-arounds at the street ends.
4. Provide a 96" diameter cul-de-sac at the termination of Entrada Monteverde at the boundary of Tract A.
5. Provide all of the necessary easements for trails and scenic overlook on the subdivision plat.

If you have any questions, or need additional information regarding this matter, please call me at 955-6954.

Sincerely,

Andrew Harnden, Planner Supervisor

Xc: Diane Quarles, Director, Planning & Land Use
Greg Smith, Acting Director, Current Planning

Long, Komer & Associates
Attorneys and Counselors at Law

Nancy Long <nancy@longpoundkomer.com>

Monte Sereno Phase 4 - STATUS

1 message

ZAXUS, RISANA B. <rbzaxus@ci.santa-fe.nm.us> Mon, Oct 26, 2015 at 11:58 AM
To: "Nancy Long (nancy@longkomer.com)" <nancy@longkomer.com>
Cc: "John Armstrong (jta@crwnm.com) (jta@crwnm.com)" <jta@crwnm.com>

Nancy –

I have received approval from staff that I requested review the construction drawings for the Monte Sereno Phase 4 project.

I have also approved an Engineer's Estimate of Cost provided by John Armstrong.

Recording of the Plat will occur after appropriate signatures are obtained, AND the financial guarantee is provided.

Mr. Armstrong will provide me the mylar construction drawings which, once the Plat is recorded, will be filed in the City Plat Room, from where they can be checked out to make copies for permit submittal, when the time comes.

Risana B "RB" Zaxus, PE

City Engineer

Monte Sereno Development

Reference Documents

November 2018

Monte Sereno
Reference Documents

1. **Annexation and Development Agreement ("A&D")**

    a. **Amendment No. 1** (1994) to the A& D – amending Section 5.6 to dedicate the Fire Protection Services Facility Site to the City for future use as open space of a fire station;

    b. **Amendment No. 2** to the A&D – amending Section 2.14, Escarpment District Lots; Section 2.39, Water Extension Agreement; Section 4.2, Impact Fee Ordinance; Section 5.3, Wastewater Disposal System; and Section 5.4, Off-site Water Facilities; and

    c. **Amendment No. 3** (2004) to the A&D – amending Section 5.3, Wastewater Disposal System to construct a wastewater collection system that can incorporate the use of gravity sewer as well as low and high pressure sewer as needed to provide sewer service to the development.

2. **Settlement Agreement**; *Tano Santa Fe Partners v. City of Santa Fe.*

3. May 15, 1996 letter from David Coss, City Manager, to Tano Santa Fe Partners; **RE:** Inapplicability of Section 14-82.5 SFCC 1987 (expiration of dates for preliminary and final subdivision plat approval).

4. October 17, 2005 letter from Jim Salazar, Director, Permit & Development Review Division, to Al Lilly, Santa Fe Planning Group, **RE**: Building sites approved and not subject to 50/50 Rule (with related Memo, dated September 14, 2005 attached).

5. January 3, 2006 letter from Galen Buller, Sangre de Cristo Water Division Director, to Don Beauregard **RE:** Inapplicability ofWater Rights Transfer Ordinance of the Monte Sereno Development

6. November 2, 2007 letter from Galen Buller, City Manager, to Don Beauregard **RE:** Northwest Quadrant Water System - Fulfillment of Final Obligations.

7. August 18, 2015 letter from Mayor Gonzales to Nancy R. Long **RE:** Monte Sereno Development; Extending the term of the A&D Agreement dated May 5, 1993 to May 5, 2023.

8. Agreement Between Southwest Lifestyle Concepts, LLC and the City of Santa Fe dated August 19, 2015 – Agreement providing that the trails are to be private.

9. August 21, 2006 letter from Andrew Harnden, Planner Supervisor to Al Lilly, Santa Fe Planning Group, **RE:** Final Subdivision Approval of Phase 4.

10. October 26, 2015 email from RB Zaxus to Nancy Long **RE:** Phase 4 Subdivision approval, updated.

947799

1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)

I hereby certify that this instrument was filed for record on the 20 day of July A.D. 19 93, at 3:03 o'clock P m. and was duly recorded in book 947, page 799 - 901 of the records of Santa Fe County.

Witness my Hand and Seal of Office
Jona G. Armijo
County Clerk, Santa Fe County, N.M.

Deputy

COUNTY CLERK
JONA G. ARMIJO
SANTA FE COUNTY NEW MEXICO

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947800

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LIST OF EXHIBITS TO ANNEXATION
AGREEMENT OF MAY 5, 1993
CITY OF SANTA FE AND
TANO SANTA FE PARTNERS

947802

Exhibit A Revised Annexation Plat (1 Sheet - No 2)

Exhibit B Revised Master Plan (1 Sheet)

Exhibit C Preliminary Subdivision Plat / Preliminary Subdivision Plan (Sheets 1-9)

Exhibit D Preliminary Development Plan (Sheets 10-43)

Exhibit E Water Tank Site (1 Sheet No 30)

Exhibit F Escarpment District Ordnances of April 1, 1990 and Escarpment Overlay District Map

Exhibit G Section 14-90 A.7 and 14-90 A.8 of City Code

City of Santa Fe

By David J. Martinez 7/15/93

Tano Santa Fe Partners
by Wilma South
Corporation
General Partner

By _____
It's Agent Joseph M. Brown

1993 ANNEXATION AND DEVELOPMENT AGREEMENT

This 1993 Annexation and Development Agreement ("Agreement") is entered this 5th day of May, 1993 between THE CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation (hereinafter "City"), and TANO SANTA FE PARTNERS, a California Limited Partnership.

947803

ARTICLE 1

RECITALS

1.1 Capitalized Terms: The capitalized terms used in these recitals and throughout this Agreement shall have the meaning assigned to them in Article 2. Any capitalized terms not defined in Article 2 shall have the meaning otherwise assigned to them in this Agreement or apparent from the context in which they are used.

1.2 Development of the Property: Developer is the owner of approximately 610.0779 acres of land lying in Section 1, Township 17N, Range 9E., and Section 36, Township 18N,. Range 9E.. in Santa Fe County, New Mexico, more fully described in the Revised Annexation Plat dated January, 1987, which is attached hereto as Exhibit "A" and made a part hereof. The Property is located within the City limits of the City of Santa Fe in its northwest quadrant. The Property is zoned PRRC, Planned Resort-Residential Community pursuant to Section 14-32 of the Santa Fe City Code. Developer intends to develop the Property in accordance with the Approved Plans, this Agreement, and the Applicable Regulations. The City has determined that this is the type of large complex development project, requiring extended construction time over phases as provided for in the Phasing Plan, with numerous public improvements

of community-wide benefit, for which a development agreement is appropriate. 947804

1.3 Prior Agreements: The Property is currently the subject of an annexation agreement entered into by the City and a predecessor owner of the Property in 1985, and subsequently amended in 1987 ("Annexation Agreement"). Developer succeeded to the predecessor owner's interest in November, 1989 when it purchased the Property, and received an assignment of the owner's interest under the Annexation Agreement.

1.3.1 The City now desires to amend and replace the Annexation Agreement, as more fully provided for herein, in consideration of (a) Developer's agreement to build or contribute financially to the construction of public improvements that will directly benefit not only the Project, but also lands outside the Project, including the City-Owned Land, (b) Developer's agreement to pay Development Fees, to offset the cost of City services to the Project, (c) Developer's agreement to make monetary contributions to the City's affordable housing program and to its business/crafts incubator program in connection with the sale of lots within the Project, and (d) the other agreements, promises and commitments made by Developer herein.

1.3.2 Developer also desires to amend and replace the Annexation Agreement, as more fully provided for herein, in consideration of (a) the City's approval of the Revised Master Plan, Preliminary Plat and Preliminary Development Plan, (b) the City's recognition of Developer's vested rights, (c) the City's

approval of an acceptable phasing schedule for construction and development of the Project, (d) the City's agreement to assume responsibility for the operation and maintenance of the Project infrastructure upon the satisfactory completion of construction of such infrastructure by Developer, and (e) the other agreements, promises and commitments made by the City herein.

1.4 Plan Approval: On December, 13, 1989, Developer applied to the City for approval of a revised master plan, preliminary subdivision plat and preliminary development plan for a PRRC project to be constructed on the Property. Thereafter, the 1990 Submittal was processed in accordance with the City's Land Development Code. On October 8, 1992, Developer provided additional information requested by the City and modified the 1990 Submittal. On October 21, 1992, following a public hearing, the City approved the Revised Master Plan, Preliminary plat and Preliminary Development Plan ("Approved Plans").

1.5 Intent of the Parties: Developer and the City have determined that the Project is a development for which a development agreement is appropriate. The parties desire to define the parameters within which the obligations of the Developer for infrastructure and public improvements and facilities will be met, and to provide final and definitive criteria for development of the Project. This Agreement will eliminate uncertainty in planning and provide for the orderly development of the Property, provide for the progressive installation of necessary improvements appropriate to each stage of development of the Project, assist in attaining

the most effective utilization of resources within the City at the least economic cost to its citizens, and otherwise achieve the land use goals of the City. In consideration of these benefits to the City and the public benefits of the development of the Property, Developer will receive assurances that the City shall grant permits and approvals required for development of the Property pursuant to this Agreement. Furthermore, this Agreement provides that Developer shall be entitled to proceed with the Project in accordance with the rules, regulations, and policies of the City in effect on April 1, 1990, subject only to the exceptions specifically set forth in this Agreement.

1.6 Findings: The City has determined that development of the Property in accordance with this Agreement (a) will provide balanced and diversified land uses in order to maintain the overall quality of life within the City; (b) is governed by appropriate standards and requirements with respect to land uses, building heights and densities, traffic improvements, infrastructure and support facilities, and measures for mitigating adverse impacts; (c) will provide substantial public benefits and necessary public improvements to the City, including, without limitation, increased tax revenues resulting in fiscal benefits to the City, installation of on-site and off-site public improvements, and provision of a balance between jobs and residential needs; (d) is consistent with the objectives, policies, and general land uses specified in the City's Comprehensive Plan; (e) is compatible with the uses authorized in, and the regulations prescribed for, the PRRC zoning

district; (f) complies with zoning, subdivision and other applicable ordinances and regulations; (g) is in conformity with public convenience, the general welfare, and good land use practice; and (h) will not be detrimental to the health, safety and general welfare of persons living or working in the surrounding area, or adversely affect the orderly development of property within the City, and will not have a significant adverse impact on the environment.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained and having determined that the foregoing recitals are true and correct and should be and hereby are incorporated into this Agreement, the parties to this Agreement do hereby agree as follows:

ARTICLE 2

DEFINITIONS

As used in this Agreement, the terms set forth below are defined as follows:

2.1 1985 Master Plan: A master plan prepared in 1985 calling for a golf course, 322 dwelling units and a 250 room resort hotel to be located on the Property.

2.2 1990 Submittal: The plans, plats, maps and other documents submitted by Developer to the City on January 29, 1990, and subsequently reviewed by City Staff and the Development Review Committee, calling for a PRRC project without a golf course on the Property.

2.3 1991 Submittal: The plans, plats, maps and other documents, submitted by Developer to the City on November 8, 1991, calling for a golf course resort project on the Property.

2.4 Applicable Regulations: The municipal ordinances, regulations, and policies of the City that shall govern all approvals granted, permits and licenses issued, and actions taken by the City with respect to that Project and the Property. The Applicable Regulations and more fully described in Article 4 of this Agreement.

2.5 Approved Plans: The Revised Master Plan, Preliminary Subdivision Plat and Preliminary Development Plan approved by the City on October 21, 1992 and attached to this Agreement as Exhibits B, C, and D. The Approved Plans establish inter alia, (a) the location of all road rights of way, a preliminary grading and drainage plan for the roads, and the location of utility easements, (b) the boundaries or lot lines of each Residential Lot and open space areas within the Project, (c) at least one building site that conforms to terrain management and escarpment district regulations in effect as of April 1, 1990 for each Residential Lot, and (d) the boundaries and preliminary building footprint for the Hotel Site and Cluster Housing Site.

2.6 City Council: The governing body of the City of Santa Fe.

2.7 City-Owned Land: Approximately 2,818 acres of unimproved property owned by the City and located in the northwest quadrant of

the City of Santa Fe as shown in The Northwest Sector Plan adopted by the City Council on December 28, 1983. 947809

2.8 Cluster Housing Sites: Those portions of the Property shown on the Approved Plans as the future sites of the Project's 46 Cluster Units.

2.9 Cluster Unit: A single-family residential dwelling unit, either attached or detached, located on the Cluster Housing Sites and clustered with other similar dwelling units.

2.10 Covenants and Restrictions: The Declaration of Covenants, Conditions and Restrictions to be imposed upon the Property by the Developer immediately following Final Subdivision Plat approval for the purpose of controlling and restricting the development and use of the Property by Developer and successor owners and requiring adherence by successor owners to certain of the terms, conditions, and obligations set forth in this Agreement.

2.11 Developer: Pano Santa Fe Partners, its assigns, and successors in interest.

2.12 Development Fees: City of Santa Fe fees assessed to all development projects to offset the costs incurred by the municipality in providing infrastructure to the Project where there is a rational nexus between (a) the fees assessed to the Project for capital improvements and (b) the demand for such improvements created by the Project, and where the fees that are collected, are expended for capital improvements.

2.13 Development Review Committee: A committee of the Planning Commission of the City of Santa Fe charged with, among

other things, the review and approval of annexations, rezonings, subdivision plats, and development plans.

2.14 Escarpment District Lots: Residential Lots within the Project, portions of which are located within the Escarpment District and numbered 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 78, 79, 80, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 121, 122, 123, 124, 125, 126, 127, 128, 129, 135, 136, 137, 138, 142, 144, 145, 153, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 255, 256, 273, and Tract B on the Approved Plans (specifically, the Preliminary Subdivision Plat dated October, 1992 by Smith, Williamson and Associates).

2.15 Escarpment Ordinance: The City ordinance establishing an Escarpment Overlay District and codified in Section 14-90A *et seq.* of the Santa Fe City Code.

2.16 Facility Plan: Engineering plans and specifications for an on-site wastewater treatment facility or facilities.

2.17 Final Development Plan: The final development plan showing the infrastructure and other improvements approved for construction on the Hotel Site and Cluster Housing Sites to be prepared by Developer in conformity with this Agreement and the Applicable Regulations.

2.18 Final Subdivision Plat: The final subdivision plat showing the division of the Property into Residential Lots and other subdivided tracts to be prepared by Developer in conformity with this Agreement and the Applicable Regulations.

2.19 Fire Station Site: A tract of approximately one acre located within the Project and shown on the Preliminary Plat, dedicated to the City for future use as a fire department substation site.

2.20 Hotel: A resort hotel consisting of up to, but not more than, 250 units (which units may be located in a single structure or multiple structures), accessory buildings and improvements, and related resort amenities permitted under the PRRC zoning district which, if constructed, shall be located on the Hotel Site.

2.21 Hotel Site: A tract of approximately 35 acres located within the Project as shown on the Approved Plans, and the future site identified for the Project's Hotel and related resort amenities.

2.22 Impact Fee Ordinance: The City ordinance establishing a capital improvement impact fee on new development and codified at Section 14-95 *et seq.* of the Santa Fe City Code.

2.23 NMPSC: New Mexico Public Service Commission.

2.24 NMSHTD: New Mexico State Highway and Transportation Department.

2.25 NPDES Permit: Permits required by Section 402 of the Clean Water Act in connection with the discharge of pollutants into waters of the United States from a point source.

2.26 Phasing Plan: The plan submitted by Developer and approved by the City for the sequential construction and orderly and coordinated development of the Project phases as provided for in the Phasing Plan (I-IV). The Phasing Plan provides for the

coordinated installation of roads, utilities, drainage structures, and other infrastructure improvements required to serve the detached dwellings, cluster units, and hotel development contemplated for each phase of the Project. The Phasing Plan provides that the loop road connecting U.S. 84/285 to San Juan Ranch Road shall be completed no later than during Phase II of the Project. Sub-phasing within the four phases of the Project shall be allowed by the City.

2.27 Preliminary Subdivision Plat: The Preliminary Subdivision Plat prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City and a copy of which is attached hereto as Exhibit "C".

2.28 Preliminary Development Plan: The Preliminary Development Plan for the Hotel Site and Cluster Housing Site prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City and a copy of which is attached hereto as Exhibit "D".

2.29 Project: All the construction and development contemplated by the Developer and described in the Approved Plans and this Agreement.

2.30 Property: The real property shown and described in the Annexation Plat, attached hereto as Exhibit "A".

2.31 PRRC: The planned resort-residential community district zone in the City codified at Paragraph 14-32 et seq. of the Santa Fe City Code.

2.32 Residential Lots: The 276 subdivided single-family residential dwelling lots located in the Project as shown on the Preliminary Subdivision Plat and any additional residential dwelling lots which may be established pursuant to Section 5.1.1.

2.33 Revised Master Plan: The master plan for the development of the Property prepared by the Developer and approved by the City on October 21, 1992, the original of which is on file with the City, which includes the Preliminary Development Plan and Preliminary Subdivision Plat, copies of which are attached hereto as Exhibits "D" and "C".

2.34 Revised Traffic Study: The traffic impact study prepared by Jorge Gonzales on behalf of the Developer dated July 30, 1990.

2.35 SDCW: Sangre de Cristo Water Company.

2.36 Successor Owner: Any person or entity who acquires legal title from Developer or a successor in interest of Developer to a Residential Lot within the Project.

2.37 Water Facilities: A two million, five hundred thousand (2,500,000) gallon storage tank to be constructed on the Water Tank Site, together with a pump station and related transmission and distribution lines.

2.38 Water Tank Site: A one-acre tract, located within the Sierra del Norte subdivision and more fully described on Exhibit "E" to this Agreement, intended by the Developer for use associated with municipal water service and as the future location of the storage tank to be constructed pursuant to the Water System Extension Agreement.

2.39 Water System Extension Agreement: That agreement dated December 19, 1990 between Sangre De Cristo Water Company and Tano Santa Fe Partners styled the "Northwest Quadrant Water System Extension Agreement."

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ARTICLE 3

PROJECT APPROVAL

3.1 Preliminary Approval Granted: On October 21, 1992 the City approved the Revised Master Plan, the Preliminary Subdivision Plat and the Preliminary Development Plan for the Property ("Approved Plans"). The Developer has the vested right to develop the Property in accordance with the Approved Plans, this Agreement, and the land uses permitted in the PRRC zone.

3.2 Final Approvals: Hereafter, the City shall approve Final Development Plans and Final Subdivision Plats, or phases thereof, provided such plans and plats substantially conform to the Approved Plans and the Applicable Regulations. Approved Final Development Plans and Final Subdivision Plats for phases of the Project may be filed of record at one time or sequentially, pursuant to the approved Phasing Plan.

3.3 Timing of Submittals: Within one year after execution of this Agreement, Developer shall apply for Final Subdivision Plat approval of Phase I of the subdivision as shown on the Phasing Plan. Thereafter, Developer may apply for Final Subdivision Plat approval of subsequent phases at any time Developer may choose during the term of this Agreement, provided each phase is submitted in the sequence specified in the Phasing Plan. Final Development

Plans for the Cluster Housing Sites and Hotel Site can be submitted at any time during the term of this Agreement and in phases, and need not be submitted in conjunction with a Final Subdivision Plat for any phase of the residential housing. A Final Development Plan for Cluster Housing Sites may be submitted concurrently with or after submittal of a Final Subdivision Plat for the Cluster Housing Sites and/or in advance of and separate from the Final Development Plan for the Hotel Site.

3.4 City Action: The City agrees to continually and diligently process each application for Final Subdivision Plat or Final Development Plan approval of each phase of the Project and agrees that the sole issue for approval is whether the Final Subdivision Plat or the Final Development Plan substantially conforms to the Approved Plans and the Applicable Regulations. In this connection, it is agreed that the Developer may make minor relocations and modifications of lot lines, road rights of way, utility access easements, and other improvements in the Final Subdivision Plat and Final Development Plan to optimize building sites and driveway access and to accommodate setback, drainage, vegetation, terrain, and other factors related to the construction and development of the Project.

3.5 Hotel Site and Cluster Site Plans: Notwithstanding the approval of a Preliminary Development Plan for the Hotel Site and Cluster Sites as part of the Approved Plans, Developer shall have the right to make substantial changes to the Hotel and Cluster Site footprints and further revise the Preliminary Development Plan for

the Hotel Site and Cluster Sites to take account of changes in the market or the needs and desires of a particular hotel developer or operator. Under this circumstance, a revised Preliminary Development Plan shall be submitted to the City for processing, and it shall be approved provided it substantially conforms to the Applicable Regulations. The Hotel Site may be under single or multiple ownership so long as it is under common management.

3.6 Phasing of Construction: All infrastructure construction and development activity in the Project shall be phased in accordance with the Phasing Plan. However, changes in the phasing schedule may be made by the parties from time to time as mutually agreed in writing. Such changes are deemed to be within the framework of this Agreement as presently drafted and executed and shall not constitute amendments to the Agreement requiring notice, a public hearing, or action by the City Council. Developer may also request a change in infrastructure phasing as part of the processing of Final Development Plans and Final Subdivision Plats and the City shall approve, based only on reasonable standards as necessary to protect public health, safety, and welfare, and not at its discretion. The City also recognizes that the timing and sequence of infrastructure construction will depend to some extent on economic conditions and the rate at which inventory is absorbed by the market.

3.7 1991 Submittal: Tano hereby withdraws and shall not, absent the approval of the City, resubmit the 1991 Submittal.

ARTICLE 4

APPLICABLE ORDINANCES AND REGULATIONS - VARIANCES

4.1 Ordinances Applicable: Subject to the exceptions set forth in paragraphs 4.1.1, 4.1.2 and 4.2 through 4.5 of this Agreement, approval of Final Development Plans and Final Subdivision Plats and the issuance of all permits, licenses and other City approvals required for subdivision and improvement of the Property and for the construction of all off-site (outside the Property), Project-related infrastructure including but not limited to those governing density, permitted uses, growth management, design criteria, terrain management, escarpment district requirements, soil conservation, pollution control, building and construction standards, historic and archeological preservation, and other environmental and land use matters, ("Land Use Ordinances") shall be governed by the City ordinances, regulations, and specifications in effect on April 1, 1990.

4.1.1 Nothing in this Article 4 shall preclude application to the Property of changes in City Land Use Ordinances adopted after the date of this Agreement, if the changes are specifically mandated and required by changes in state or federal laws or regulations.

4.1.2 Land Use Ordinances and regulations adopted by the City after the date of this Agreement may be applied to the Project by the City, provided the ordinance or regulation as applied to the Project (a) does not materially restrict or defeat the basic

development rights granted in this Agreement and in the Approved Plans (e.g., by limiting land uses, prohibiting or materially altering the use of approved building sites or building envelopes as shown on the approved plans, lessening density, altering basic project layout, road systems, etc.); (b) are applicable City-wide to all comparable commercial or residential development as the case may be; and (c) operate prospectively only.

4.2 Impact Fee Ordinance: Notwithstanding paragraph 4.1 above, the City's Impact Fee Ordinance which became effective April 1, 1991 (and all valid and enforceable future ordinances establishing comparable fees) shall apply to the Project, provided the fee ordinance (a) is applicable City-wide to all development projects, (b) does not pertain to the same entitlement or condition for which another fee is payable under this Agreement, and (c) operates prospectively only. However, in no event shall the Developer or the Project be subject to any Development Fee (including an impact fee) for a City improvement or service which Developer is required to provide or otherwise pay for under this Agreement, including, but not limited to, fees for wastewater treatment, park and open space, fire protection, and domestic water.

4.3 Escarpment Ordinance: In the Approved Plans, Developer has amended the 1990 Submittal to adjust lot lines on seven lots located at the southeast end of the Property within the ridgetop sub-district of the Escarpment District in order to eliminate building sites from ridgetops or preclude visibility from Highway

54/285. Likewise, three lots were redesigned to move building sites to the west side of the road and off the ridgetop. In addition, Cluster B was redesigned to move the units off the ridgetop and to relocate some units into Clusters A and C. In consideration of these adjustments and modifications to the Approved Plans, the parties agree that hereafter all of the construction and development affecting the Project shall be governed only by those provisions of the Escarpment Ordinance in effect on April 1, 1990, unless the Escarpment District is hereafter amended and the new provisions satisfy the requirements of paragraph 4.1.2 above, but that in no event shall the Escarpment Ordinance apply to lots other than the Escarpment District Lots. Accompanying this Agreement and labeled Exhibit "F" are the provisions of the Escarpment Ordinance in effect on April 1, 1990, and a map of the Escarpment Overlay District as the Ordinance and the District existed on April 1, 1990. The District is also shown on Sheets 4 thru 9 and 13 thru 18 of the Approved Plans.

4.3.1 All lots and lot lines shown on the Preliminary Subdivision Plat have been approved by the City, including all of the Escarpment District Lots. All building sites shown on the Approved Plans are also approved, save and except certain Prohibited Building Sites located within the Escarpment District. The Prohibited Building Sites are denominated as such on Sheets 5, 6, 9, 14, 17 and 18 of the Approved Plans, and all construction of residences or other buildings on these sites is prohibited. Construction on other building sites located within the Escarpment

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District (other than the Prohibited Building Sites) shall be permitted provided covenants and restrictions are imposed requiring all construction to conform with architectural design and landscaping standards as established by Section 14-90A.7 and 14-90A.8 of the Santa Fe City Code as those provisions read on the date of the execution of this Agreement, which are attached hereto as Exhibit "G". Construction may take place on all building sites outside of the Escarpment District without restriction, even if a lot or a portion of a lot is in the Escarpment District, subject only to the otherwise Applicable Regulations as provided for in this Agreement.

4.4 Terrain Management Regulations: Terrain management variances shall be granted in connection with the construction of streets and roads within the Project as more fully discussed in paragraph 5.5.1 of this Agreement. The City shall be under no obligation, however, to grant terrain management variances in connection with the construction of houses and other structures on Residential Lots.

4.5 Curb, Gutter, and Sidewalks: The City will grant variances from the curb and gutter requirements of the Santa Fe City Code wherever construction of curb and gutter is not needed for surface drainage control. The parties shall mutually agree on stabilized base coarse, asphalt or other pedestrian facilities in lieu of concrete sidewalks.

ARTICLE 5

DEVELOPMENT PARAMETERS 947821

Developer and the City shall observe the following parameters in connection with its construction and development of the Project:

5.1 Density: Developer has a development right of up to 322 single-family Residential Lots and Cluster Units on the Property, exclusive of any additional units allowed on the Hotel Site as set forth below. However, exclusive of the lots that may be developed on the Hotel Site as provided for in paragraph 5.1.2, the Residential Lots shall never exceed 276 lots with the remainder (46) being Cluster Units. From time to time, Developer may modify the Project to increase the Cluster Units above the 46 shown on the Approved Plans, provided the number of Residential Lots are reduced accordingly. Developer shall retain the right to 322 lots (276 detached) so that if, by replatting to meet the above condition, lots are temporarily deleted, they may be replaced later with lots located elsewhere in the Project.

5.1.1 Developer also has a development right for a hotel of up to 250 rooms within the Hotel Site and may modify the preliminary building footprint as shown on the Approved Plans. The Hotel may be planned and built in phases, may contain less than 250 rooms, may be planned and constructed on a time schedule to be determined by Developer at its sole discretion, and may be built in multiple structures.

5.1.2 The Hotel Site development rights of Developer shall include the right to abandon the hotel development, modify the

Revised Master Plan, and apply for rezoning of the Hotel Site to a mutually agreeable residential zone with a density, at Developer's option, of either 25 detached single-family residential units on Residential Lots or 75 Cluster Units. Upon Developer's request, the City shall promptly approve the rezoning and further approve a Preliminary Subdivision Plat and/or Preliminary Development Plan for the then former Hotel Site at the residential density specified in the preceding sentence, pursuant to the Applicable Regulations.

5.1.3 No individual Residential Lot or Cluster Unit located anywhere in the Project may be offered for sale until the City approves a Final Subdivision Plat for the phase of the Project which incorporates that lot.

5.2 Rezoning: For the term of this Agreement, Developer shall have a vested development right in and to the PRRC zoning and the other benefits conferred on Developer herein. The City shall take no action to rezone the Property absent Developer's express written consent. The Parties agree that should the City elect to revise, repeal, or amend the PRRC Ordinance, such revisions and amendments shall not adversely affect Developer's right to develop resort accommodations and resort-related commercial services, Residential Lots, and Cluster Units, and any such repeal ordinance shall include a savings clause protecting this Project.

5.3 Wastewater Disposal System: Developer shall design and construct an on-site wastewater collection and disposal system that meets the requirements of the New Mexico Environment Department ("Project Wastewater System") and do all things necessary to make

the Project Wastewater System operational within the Property at no cost to the City. The City approves utilization of such a system, subject to the submittal by Developer of an acceptable Facility Plan that conforms to generally prevailing design criteria and specifications utilized in the industry. The parties agree that the preferred design shall not require an NPDES Permit. Upon completion of the construction of the Project Wastewater System and inspection and approval of the system by the City, the City agrees to (a) accept dedication of the Project Wastewater System; (b) commence operation of and assume responsibility for maintenance of the Project Wastewater System in conformity with the manufacturer's guidelines and all applicable federal, state, and local standards; and (c) in cooperation with the Developer, adopt an ordinance establishing a wastewater assessment district to recover the costs associated with the operation and maintenance of the Project Wastewater System. Upon acceptance of dedication of the first phase of the Project Wastewater System, Developer shall establish a $30,000.00 operating fund for the first five years of City operation of the Project to cover actual City costs associated with operation of the Project Wastewater System prior to annual assessments reaching a level sufficient to fully cover the cost of operation and maintenance of the system. Thereafter, any remaining funds shall be the property of Developer.

5.3.1 It is agreed that the Facility Plan may provide for phasing of the Project Wastewater System, that the system may be constructed in phases, and that the City shall inspect each such

phase, and when accepted, thereafter operate and maintain each such phase together with all previously accepted phases of the Project Wastewater System.

5.3.2 Developer promises to construct the Project Wastewater System (including each phase thereof) in conformity with the Facility Plan and to provide the City a construction performance completion bond or other adequate financial assurances as provided in Section 14-86.3(F) SFCC 1987.

5.4 Off-Site Water Facilities: The Developer shall pay for, and either the Developer or the SDCW shall design and construct, the Water Facilities in accordance with the Water System Extension Agreement. The Developer shall cooperate with the City with regard to dedication or transfer of the Developer-provided Water Facility to the SDCW so that no portion of the cost of the Water Facility, including the in-kind contribution of the Water Tank Site, will become part of SDCW's rate base for Santa Fe consumers. The City agrees to support Developer's application to the NMPSC for approval of the New Customer Refund Provision of the Water System Extension Agreement provided that the City itself shall not be charged pursuant to the New Customer Refund Provision for connecting to the Water Facility to obtain water for the City-Owned Land. The City shall provide Developer, at no cost to Developer, with easements or licenses for construction of the Water Facilities on and across City-owned property and City rights of way. Nothing in this Agreement shall obligate Developer to construct a water tank on the Water Tank Site at a capacity of more than 2.5 million gallons.

5.5 Streets and Roads: All streets and roads within the Project, including the formerly designated County Road 37, San Juan Ranch Road, shall be public roads with maintenance provided by the City. Project road systems shall be designed in as rural a character as possible, but with paved driving surfaces required on all roadways.

5.5.1 The Developer shall construct and dedicate, or cause to be constructed and dedicated, all streets and roads shown on the Approved Plans at no expense to the City, and in compliance with the Applicable Regulations, except that:

(a) Wherever in the Project engineering standards for roadway construction conflict with the terrain management requirements of the Applicable Regulations, considerations of terrain shall have priority and engineering standards shall be modified consistent with sound engineering safety design criteria (e.g., lower design speed) so that a rural road design may be maintained, meeting terrain management requirements as much as possible.

(b) Where terrain leaves no reasonable alternatives, the construction of the Project road network shall be allowed to exceed terrain management requirements (and variances shall be granted) for encroachment into natural slope, grade, or cut-and-fill in order to facilitate development of a coherent and well-integrated rural roadway network. The City has determined that these variances can be granted within the limits of safe engineering design criteria.

(c) Lighting along roadways and elsewhere within the Project shall minimize off-site visibility and alternative lighting design standards shall be adopted within the limits of safety.

(d) The City waives curb and gutter requirements for roadway construction whenever curbs and gutters are not needed for surface drainage control. The parties shall mutually agree upon stabilized base coarse, asphalt, or other pedestrian facilities in lieu of concrete sidewalks.

5.5.2 Upon final inspection of streets and roads and acceptance by the City, the City shall thereafter provide maintenance within each phase of the Project.

5.5.3 The City and Developer agree that the Project shall have two points of access as shown on the Approved Plans. They are: (a) the main access from U.S. 84/285 and (b) the secondary access from San Juan Ranch Road. Developer has no obligation to improve San Juan Ranch Road outside the Project.

5.5.4 The Revised Traffic Study heretofore prepared by the Developer and submitted to the City Public Works Department has been reviewed and accepted by the City. The Developer understands, however, that the NMSHTD has not yet accepted the study and that NMSHTD may require Developer (a) to dedicate right of way for a frontage road along U.S. 84/285 and (b) to build an at-grade intersection improvement and/or acceleration and deceleration lanes along U.S. 84/285. Developer intends to resolve these matters with the NMSHTD prior to Final Subdivision Plat approval for the first

phase of the Project. The City shall cooperate with Developer in the establishment of its main access from U.S. 84/285 and shall support Developer in its application to the NMSHTD for a highway or driveway access permit. Developer agrees to pay for the above-described intersection improvements with the understanding that the City will cooperate with and assist Developer in obtaining pro rata cost reimbursement from other neighboring property owners who may hereafter use the new intersection of U.S. 84/285 with the Project.

5.6 Fire Station: Developer shall dedicate the Fire Station Site to the City upon recording of the Final Subdivision Plat for Phase I of the Project, and upon receipt of the notice specified in paragraph 5.6.1, undertake the design and thereafter construct a substation for the City at the Fire Station Site, at an out-of-pocket cost to Developer of not more than $450,000.00. The City may provide design services for the substation, but Developer reserves the right to approve exterior architectural elements as being compatible with design requirements of Developer's Covenants and Restrictions prior to finalization of plans and the initiation of construction.

5.6.1 At any time following the filing of the Final Subdivision Plat for Phase I of the Project, the City may issue a notice to Developer advising Developer that the City has determined (a) that it is in the public interest to design and construct a fire department substation on the Fire Station Site, and (b) that the City wants the Developer to proceed with the design and construction of the substation. Construction of the fire station

shall be commenced prior to the recording of the Phase II plat of the Project, and thereafter diligently completed within 24 months. The City agrees to issue all permits and process all applications in connection with the construction of the substation at no fee or other charge to Developer. Upon completion of construction, the City will accept a deed to the Fire Station Site as improved by the Developer and thereafter (in the sole discretion of the City) staff, equip, operate, and maintain the substation at no additional cost to Developer.

5.6.2 In consideration of the Developer's Agreement to construct the substation pursuant to paragraph 5.6.1, the City will, prior to commencement of construction of the substation, adopt a fire substation development/construction fee. The fee will be payable in connection with all new construction and new subdivisions that take place within the service area of the substation to be hereafter defined and mutually agreed to by the City and Developer prior to the approval of the Phase I Final Subdivision Plat. The fee shall be established at a level sufficient to recover all costs (whether incurred by Developer or the City) incurred in constructing the substation, including third party costs, labor and materials, interim financing costs, planning, engineering, and design costs, if any, plus Developer's overhead at six percent (6%) of the above costs, ("Substation Costs").

5.6.3 In determining the substation development/construction fee for each dwelling unit or commercial establishment

constructed in the substation service area, the City agrees to set the fee at an amount not less than the amount of the Substation Costs divided by the number of dwelling units and commercial establishments that the City reasonably anticipates will be built and/or platted within the substation service area within the city limits (inclusive of dwelling units located on the Property) within the next ten (10) years. The substation development/construction fee shall be paid by property owners at the time of annexation, final subdivision plat approval or rezoning of property within the service area within the city limits of the substation, or for properties already platted, annexed and zoned (including all property within the Project), at the time building permits are issued. The substation development/construction fee will be charged against new construction within the Project, but it will not be assessed in connection with Final Subdivision Plat approval for the Property.

5.6.4 Substation development/construction fees paid pursuant to this Agreement shall be deposited in an escrow account established by the City for the purpose of reimbursing the Developer its Substation Costs less the pro-rata share of the costs attributable to the Property. No funds shall be distributed from the escrow account until the Developer has completed construction of the substation. At that time and thereafter, all funds in the escrow shall be paid to the Developer until Developer has recovered in full that portion of the Substation Costs incurred by Developer, less the pro-rata share of Substation Costs attributable to

development within the Property. Any funds remaining in the escrow account or collected after Developer has recovered its share of the Substation Costs shall be distributed to the City, and thereafter any additional substation/construction fees paid shall be the sole and exclusive property of the City.

5.7 Parks and Open Space: Developer has agreed to develop a trail system as shown on the Approved Plans and, upon acceptance of ownership and maintenance by the City, to provide public access to this trail system from both the main entrance at U.S. 84/285 and the San Juan Ranch Road entrance at the south end of the Property. Developer shall complete a loop trail (a trail system which returns a user to the Project boundaries) no later than development of Phase II of the Project.

5.7.1 Initially, said trail system shall be maintained by the Tano Santa Fe Homeowners Association for the private use of Project property owners, but upon Developer's completion of the entire system or upon earlier request by the City, the trail system shall be dedicated to the City for its ownership and maintenance without special assessment against the Property.

5.7.2 Until such time as the trail system is dedicated to the City, Developer agrees to pay park and open space impact fees according to the schedule established by the City Impact Fee Ordinance at the fee levels in effect as of September 1992. The City shall provide a rebate of all prepaid park impact fees upon dedication of the trail system to the City.

ARTICLE 6

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ADDITIONAL FEES

6.1 Affordable Housing Fees: The City has advised Developer that it will establish an affordable housing program, the purpose of which is to insure that an appropriate mix of housing exists in the City for people of all income groups, and to assist with the construction and development of moderate income housing to the extent permissible under applicable law. An Affordable Housing Development Fee shall be payable equal to two percent (2%) of the gross sales price for each Residential Lot or Cluster Housing Site initially sold by the Developer within the Project. The sales price shall be calculated exclusive of the value of any structure or dwelling that may be planned for or may have been constructed on the Property. The fee is a one-time fee on each initial sale of a Residential Lot or Cluster Housing Site and shall not apply to resales. The Affordable Housing Development Fee shall be paid at the time of issuance of a building permit by the applicant for that permit. All Affordable Housing Development Fees as herein mentioned may be deposited in a City of Santa Fe account to be denominated for housing purposes.

6.1.1 If Developer constructs units on the Residential Lots or Cluster Housing Sites prior to a sale of the lot or site, then, in that event, the two percent (2%) Affordable Housing Development Fee shall be paid at issuance of the initial building

permit by Developer based on the market value of the Residential Lot or Cluster Housing Site, exclusive of structures.

6.1.2 Developer shall provide written notification to the City Technical Review Division, or its successor, of the sale price of each Residential Lot and Cluster Housing Site within the Project at the time of initial sale, and the Division shall be responsible for recording the sale price and calculating and collecting the fee upon initial application for a building permit. The City shall have the right to perform an annual audit or examination of Developer's books and records at reasonable times and places for the purpose of confirming the accuracy of the payments tendered pursuant to this Article 6.

6.1.3 Developer shall disclose the obligation to pay the two percent (2%) Affordable Housing Residential Fee on the Final Subdivision Plat for each phase of the Project, in the Covenants and Restrictions, and to the purchaser at the time of the initial sale of each Residential Lot, Cluster Housing Site, or Cluster Unit.

6.1.4 No Affordable Housing Development Fee shall be charged for building permits for the Hotel and the related facilities located on the Hotel Site nor shall a fee be charged in connection with the installation of infrastructure, including the wastewater treatment plant and water tank. However, the fee shall apply to any residential housing built on the Hotel Site in lieu of the Hotel, pursuant to the development right conferred in paragraph 5.1 of this Agreement.

6.1.5 Developer reserves the right to comply with any affordable housing fee ordinance that may be hereafter adopted by the City which provides a developer an alternative to paying the two percent (2%) fee provided for herein.

6.2 Business/Crafts Incubator Fee: Developer agrees that an additional fee equal to one percent (1%) of the gross sale price of each Residential Lot (exclusive of structures) and Cluster Housing Site (exclusive of structures) within the Project, including lots or sites built in lieu of a Hotel, shall be paid at the time of the closing of each initial lot sale into an escrow account to be designated by the City for costs associated with the establishment of a business/crafts incubator facility on property to be provided by the City. Said fee shall be shown in Developer's sales contract or escrow instructions and closing statement as a disbursement to the City. Developer shall instruct its escrow agent or title company to disburse this fee directly to the City within ten (10) business days of each closing. The fee shall be deposited in a City of Santa Fe account to be disseminated for only the above-referenced purpose. The one percent (1%) fee shall increase to two percent (2%) if the following events occur:

(a) No building permit is issued for a Hotel within five years from the date of this Agreement and Hotel construction diligently completed thereafter, and

(b) Developer builds a water tank on the Water Tank Site with a capacity of 2.5 million gallons or less.

any increase in the fee shall only apply prospectively to lot sales occurring after the occurrence of the events identified in (a) and (b) above.

6.2.1 The provisions set forth in paragraphs 6.1.3, 6.1.4 and 6.1.5, applicable to the Affordable Housing Development Fee, shall also apply to the Business/Crafts Incubator Fee.

ARTICLE 7

CITY SERVICES

7.1 Police Protection: Police protection for the Project and the Property will be provided by existing police department facilities and staff. The City makes no representations or promises that in the future a police department facility will be located any nearer than current facilities.

7.2 Fire Protection: The Developer recognizes that the location of the closest City fire department substation is approximately four miles from the Property. The City agrees to provide fire protection to the Project with existing fire department facilities and staff pursuant to uniform City practice until construction of a fire department substation at the Fire Station Site is completed and the substation rendered operational in accordance with this Agreement.

7.3 Refuse: Refuse disposal services and all other municipal services not expressly addressed in this Agreement will be provided to the Project in accordance with generally applicable City ordinances.

ARTICLE 8

FINANCIAL ASSURANCES FOR CONSTRUCTION OF INFRASTRUCTURE

8.1 Financial Assurances: Upon the filing of a Final Subdivision Plat for each phase of the Project, the Developer shall provide a 100 percent (100%) performance completion bond (or alternate security such as a letter of credit) to the City for construction of only that phase of the Project infrastructure. Upon acceptance by the City of each phase of the Project infrastructure and exoneration of the performance completion bond, the Developer will acknowledge that ten percent (10%) of the performance completion bond (or other acceptable security) will be maintained to protect the City against defects in design and workmanship for a period of one (1) year from date of completion.

ARTICLE 9

DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer shall submit its Covenants and Restrictions to the City prior to the approval of the Phase I Final Subdivision Plat. City Staff shall have the right to pre-approve the Covenants and Restrictions to insure their compliance with this Agreement. At a minimum, the Covenants and Restrictions shall address notice of fees payable pursuant to this Agreement, maintenance of trails, open space, design standards for the Escarpment District and other ridgetop lots, and maintenance of any common facilities not accepted for maintenance by the City.

ARTICLE 10

DEFAULT

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No party shall be in default under this Agreement unless it has failed to perform under the Agreement for a period of thirty (30) days after written notice from the other party of an event of default. The notice of an event of default shall specify in detail the nature of the alleged default and the manner in which the default may be satisfactorily cured. If the nature of the alleged default is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period. Upon the default by any party under this Agreement, the party not in default shall have all rights and remedies provided by law including, but not limited to, the right to seek damages or specific performance, and the right to seek one or more writs of mandate compelling performance of the terms of this Agreement or requiring other action consistent with this Agreement.

ARTICLE 11

MISCELLANEOUS

11.1 Assignment/Successors in Interest: Developer shall have the right to assign or transfer all or any portion of its interests, rights, or obligations under this Agreement or in the Property to an association of property owners or third parties acquiring an interest or estate in the Property or any portion

thereof ("Transferees"); provided, however, that all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors (by merger, consolidation or otherwise), assigns, devisees, administrators, representatives, lessees, and all other persons or entities acquiring the Property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever to the extent of their interest in the Property. Upon transfer of all or any portion of the Property by Developer (the "Transferred Property"), and following written notice to the City, the Transferee shall succeed to all of Developer's rights under this Agreement as they affect the right to proceed with development of the Transferred Property and the Transferee shall automatically assume all obligations of Developer hereunder which relate to the Transferred Property. Any party purchasing up to four Residential Lots on the Property, and having no other interest or estate in the Property or any portion thereof, shall not be considered a Transferee and shall have no rights or obligations under this paragraph.

11.2 Release of Obligations: With respect to any Transferred Property, the City shall release Developer from its obligations under this Agreement pertaining to the Transferred Property and release to Developer any bonds or other security posted to secure obligations under such agreements or undertakings, provided Transferee expressly assumes the obligations under such agreements

and substitutes bonds or other security acceptable to City in place of the security to be released. If, following transfer of any part of the Property, Developer or the owner of any Transferred Property defaults under this Agreement, such default shall apply only to the portion of the Property owned by the defaulting party and shall not affect any other portion of the Property or entitle the City to terminate or modify this Agreement with respect to any other portion of the Property.

11.3 Project is a Private Undertaking: It is specifically understood and agreed to by and between the parties (a) that the Project is a private development; (b) that the City had no interest in or responsibility for or duty to third parties concerning the construction of infrastructure or any other aspect of the Project until such time as the City accepts responsibility by deed or dedication; and (c) that Developer shall have full power over and exclusive control of the Property and the Project subject only to the limitations and obligations of Developer under this Agreement and the Applicable Regulations.

11.4 Negation of Partnership: The parties acknowledge that the Project is a private development, that neither party is acting as the agent of the other in any respect hereunder, and that each party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall create a partnership, joint venture or other joint enterprise between the

parties, or give either party any interest in the business or other affairs of the other party. 947839

11.5 Covenant of Good Faith: The parties hereby expressly covenant to cooperate with each other in the performance of their respective obligations under this Agreement and to perform their respective duties and obligations and assert and enforce their respective rights in good faith, with due diligence and without evading or seeking to evade the spirit or purpose of this Agreement. If City cooperation or assistance is required for Developer to satisfy an obligation under this Agreement or a requirement of another agency having jurisdiction over the Project (e.g., condemnation of another's lands to obtain access from Highway 84/285), the City shall assist Developer as required, but at no expense to the City. City shall promptly and continually process all subsequent applications to it for Project approvals.

11.6 No Waiver: Except for the express duties and obligations imposed upon Developer herein, nothing in this Agreement shall prohibit Developer from availing itself of the rights and privileges generally accorded to City property owners by the duly adopted land use and development ordinances, rules, and regulations of the City of Santa Fe.

11.7 Third Parties: Nothing in this Agreement, express or implied, is intended to confer upon any person other than the parties hereto and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

11.8 Litigation by Third Parties: In the event the Approved Plans, this Agreement, or any provision thereof is challenged in a court of law or administrative proceeding by a person or persons not a party hereto, the City and the Developer agree (a) to intervene as a co-party, if not named a party, (b) to employ counsel to defend the Approved Plans and this Agreement either separately or jointly as the parties may determine is appropriate, (c) to share the costs of litigation, and (d) to do all other things reasonably necessary to protect and defend the validity, enforceability, and effectiveness of this Agreement.

11.9 Attorneys' Fees: In the event of litigation between the City and Developer concerning any matter arising out of the Approved Plans, this Agreement, or the rules, regulations and ordinances of the City applicable to the Project, it is agreed that the reasonable attorneys' fees and costs of the prevailing party shall be paid by the unsuccessful party.

11.10 Remedies: In the event of a breach of this Agreement, the parties shall have the right to exercise the remedies provided for herein, the right to seek mediation or arbitration provided both parties agree to do so, and the right to sue at law or in equity for damages, specific performance or appropriate injunctive relief.

11.11 Further Assurances: Each party shall hereby, from time to time, execute and deliver such instruments, assignments, conveyances, documents, confirmations, estoppel certificates, and assurances and take such further actions as the other party may

reasonably request to confirm and acknowledge to such other party the rights intended to be created hereunder.

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the City:
Mayor
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

With a copy to:
City Attorney
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

If to Tano Santa Fe Partners:
Charles D. Graham
President
WILMA SOUTH CORPORATION
780 Johnson Ferry Road, #300
Atlanta, Georgia 30342

With copies to:
Joseph M Bowman
BOWMAN & ASSOCIATES
2900 Townsgate Road, #103
Westlake Village, California 91361

Jon B. Hedberg
JBH DEVELOPMENT CORPORATION
125 Auburn Court, Suite 220
Westlake Village, California 91362

11.13 Term: The term of this Agreement shall commence upon the date of its execution and shall extend until the twenty-fifth (25th) anniversary of said date. Developer shall have the option to renew the Agreement for an additional term, not to exceed

five (5) years, upon reasonable terms and conditions to be negotiated by the parties.

11.14 Governing Law: The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of New Mexico applicable to contracts made and to be performed wholly within the state.

11.15 Unenforceable in Part: If any provision of this Agreement is held to be contrary to law or otherwise unenforceable by a court having jurisdiction over the parties, such holding shall not affect the validity, effectiveness, and enforceability of the remainder of this Agreement.

11.16 Force Majeure: In the event that any obligation of Developer in this Agreement shall be impossible of performance by reason of an act of God, or the elements, shortage or unavailability of necessary materials, supplies, or labor, shortages or interruptions of transportation facilities, or because of applicable federal or state governmental regulations or restrictions, or other cause beyond the Developer's control, including, without any limitation, any civil action challenging the validity, enforceability, or effectiveness of this Agreement or the Approved Plans, or seeking an injunction or restraining order affecting the Project, then in such event the time for performance of the obligation of Developer shall be extended commensurate with the termination of such cause beyond such party's control.

11.17 Construction: This Agreement has been reviewed by legal counsel for both Developer and City, and shall be deemed for all purposes to have been jointly drafted by Developer and the City. No presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions hereof, in order to achieve the objectives of the parties hereunder. The captions preceding the text of each Article, Section, subsection and the Table of Contents hereof are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa.

11.18 Prior Agreements: This Agreement supersedes and amends the prior Annexation Agreement in its entirety.

11.19 Entire Agreement: This Agreement states the entire agreement of the parties concerning the Project. The provisions of this Agreement shall be severable and may be amended only in a writing executed by the Developer and the Mayor or Mayor Pro Tem following approval of the amendment by the City Council.

11.20 Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each one of which shall

be deemed an original, but all of which shall constitute one and the same instrument.

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IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS 5 DAY OF January, 1993.

Mayor

CITY OF SANTA FE

By: _____
SAM PICK, MAYOR

ATTEST:

_____
FRANCES C. ROMERO, CITY CLERK

SEAL

DEVELOPER:

TANO SANTA FE PARTNERS

By: Wilma South Corporation
General Partner

By: _____

Charles D. Graham
President

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing document was acknowledged before me this 5 day of January, 1993, by Sam Pick, Mayor, City of Santa Fe, New Mexico.

_____
Notary Public

My Commission expires:

_____

SEAL

ACKNOWLEDGEMENT

947845

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing document was acknowledged before me this 13th day of January, 1993, by Charles D. Graham, President of Wilma South Corporation, a general partner of Tano Santa Fe Partners.

Notary Public

My commission expires:

Notary Public, Cobb County, Georgia
My Commission Expires Sept. 16, 1993

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steep slopes, storm water drainage, poor soils or erosion, and that grading of the site shall be kept to a minimum; and

(2) Where one (1) or more adverse conditions exist, such as steep slopes, storm water drainage, poor soils, erosion or where extensive grading is necessary, the city engineer shall require those portions of the terrain management standards which apply to the particular adverse condition.

B. For lots in the Hillside Overlay District and for new commercial construction:

(1) The city staff engineer may waive terrain management plans or portions thereof if the city engineer, after on-site inspection, determines that there are no existing or potential problems with steep slopes, storm water drainage, poor soils, and erosion and that grading of the site shall be kept to a minimum; and

(2) Where one (1) or more adverse conditions exist, such as steep slopes, storm water drainage, poor soils, erosion, or where extensive grading is necessary, the city engineer shall require those portions of the terrain management standards which apply to the particular adverse condition.
(Ord. #1988-29, §12)

14-90.9 Effective Date. The effective date of this section shall be February 9, 1989. (Ord. #1988-29, §13)

14-90A ESCARPMENT OVERLAY DISTRICT.

14-90A.1 Short Title. This section may be cited as the Escarpment Overlay District. (Ord. #1988-28, §1)

14-90A.2 Purpose. In order to promote the economic, cultural, and general welfare of the people of the city, to ensure the harmonious, orderly, and efficient growth and development of the city, and to preserve property values and to preserve community aesthetics for tourists and residents alike, it is deemed essential by the governing body that an escarpment overlay district be established. The purpose of this overlay district is to preserve the distinctive and historic foothills environment and the distinctive and historic sense of a compact city, as seen by residents and visitors from salient viewing areas. To this end, it is the intention that within the escarpment district the color, architectural style, and height of structures, grading, and revegetation on the foothills areas by regulated. (Ord. #1988-28, §2)

14-90A.3 Applicability. All applicants requesting approval of subdivisions, planned unit developments, and multiple family developments, and all applicants requesting

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grading permits or building permits for any new construction additions, and accessory uses, shall comply with all the escarpment regulations if their project lies within the escarpment district as shown on the map following this chapter and as maintained in the city clerk's office. Remodeling shall comply with Subsections 14-90A.5 and 14-90A.6 SFCC 1987. For the purposes of this section, new construction, additions, accessory uses, and remodeling are as defined on the city building permits. (Ord. #1988-28, §4; Ord. #1989-3, §2; Ord. #1989-41, §1)

14-90A.4 District Boundaries. The escarpment overlay district is established to include the ridgetop and foothills subdistricts as shown in general on the map as amended following this chapter and as more specifically shown on the official escarpment overlay district map drawn at a scale of one inch (1") equals four hundred feet (400') filed in the planning department. (Ord. #1988-28, §5; Ord. #1989-34, §23; Ord. #1989-41, §2)

14-90A.5 Architectural Standards.

A. Drawings of all exterior building elevations showing building materials and colors, a site plan, and a floor plan showing compliance with the standards of this section shall be submitted and approved prior to issuance of a building permit. All elevations shall be drawn to scale.

B. The color of all buildings shall predominantly be the browns and tans of local earth tones. This does not include chocolate browns or white colors. Surfaces of stone shall be in the natural color. Entries and portals may be emphasized by the use of white, or matte off-white (yeso), or other colors or materials. Painting of buildings with bold repetitive patterns, or using buildings as signs is prohibited.

C. In the ridgetop subdistrict only clerestories, and shed and flat roofs are allowed. In the foothills subdistrict clerestories and shed, flat, and pitched gabled or hipped roofs are allowed. However, pitched roofs must be constructed from the wall and not the ground. All metal roofs shall be of a non-reflective, non-glossy material. Ranch style, mansard, or folded plate roofs are prohibited in both districts. Illustrations of roof styles are shown at the end of this chapter.

D. All structures shall be sited so that the highest point on the structure shall be less than or equal to fourteen feet (14') above the highest point of the natural grade on the perimeter of the building. The highest point on the structure includes parapets and clerestories, except as allowed by subsection 14-53.5.

E. For multiple family structures and structures with a gross floor area of over three thousand (3,000) square feet per unit, no more than fifty percent (50%) of the facade shall exceed two (2) stories in height in a single plane and no facade shall be more than fifty feet (50') in length in a single plane. All facades with offsets of less than two feet (2') are defined as being in a single plane.

F. Cantilevers of greater than three (3) horizontal feet are prohibited. Decks are allowed.
Ord. #1988-23, §6: Ord. #1989-3, §4)

14-90A.6 Landscaping.

A. A landscaping plan shall be submitted and approved prior to issuance of a grading or building permit, showing compliance with the provisions of this section. The landscaping plan shall meet the standards set forth in Section 14-56 of this chapter.

B. Except as set forth in paragraph D below, all cut and fill slopes and retaining walls greater than four feet (4') in height, and with a grade steeper than 3:1 shall have screening materials planted at the base of the slope.

(1) Screening materials shall be planted in addition to revegetation materials required in subsection 14-90.6, and shall be coniferous evergreen trees. However, cut and fill slopes or retaining walls greater than six feet (6') in height shall be screened with vertical coniferous evergreens such as spruce or ponderosa pine.

(2) All trees shall be a minimum of four feet (4') high at the time of planting, and shall be planted at a minimum of fifteen feet (15') on center.

(3) Existing pinons or junipers over six feet (6') high and located within four feet (4') of the base of the slope may be counted in the number of trees required for screening.

(4) Cut slopes with a slope or retaining wall closer than six feet (6') to the edge of a road or driveway may be screened with a trellis or some other means which is acceptable to the city urban designer.

C. Except as set forth in paragraph D below, all cut and fill slopes greater than four feet (4') in height and with a grade less steep than 3:1 shall have screening materials planted on the slope. Screening materials shall be planted in addition to revegetation materials required in subsection 14-90.6, and shall be either pinon or juniper trees. The trees shall be a minimum of four feet (4') high at the time of planting, and shall be planted at fifteen foot (15') centers on the face of the entire cut or fill slope.

D. For public or private roads and driveways having individual cut and fill slopes and retaining walls over four feet (4') in height and a combined cut and fill slope height of at least eight feet (8'), but not more than twelve feet (12'), landscape screening consisting of vertical coniferous evergreens as set forth in paragraph B above, is required for the fill slopes

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only. If combined slopes are greater than twelve feet (12'), then the cut and fill slopes shall be screened separately as set forth in paragraphs B and C above.

E. Slopes screened from view from a public street, way, or place by buildings, walls or fences are exempt from the provisions of paragraphs B, C and D above.

F. All landscaping shall comply with the standards of Section 14-55 of this chapter.
(Ord. #1988-28, §7; Ord. #1989-3, §5)

14-90A.7 Terrain Management. All applicants for a grading or building permit in the escarpment overlay district as set forth in subsection 14-90A.3 shall submit natural topography, storm drainage, grading and erosion control plans for approval prior to issuance of the grading or building permit. These plans shall show compliance with the terrain management requirements of subsections 14-90.4 through 14-90.6. The exclusions to terrain management regulations set forth in subsection 14-90.2 do not apply to applications in the escarpment overlay district. (Ord. #1988-28, §8; Ord. #1989-3, §6)

14-90A.8 Effective Date. The effective date of this section shall be February 9, 1989. (Ord. #1988-28, §9)

14-91 RESERVED.*

*Editor's Note: Section 14-91, Hillside Avenue Overlay District, previously contained herein, has been repealed in entirety by Ordinance No. 1988-29, §14.

EXHIBIT F

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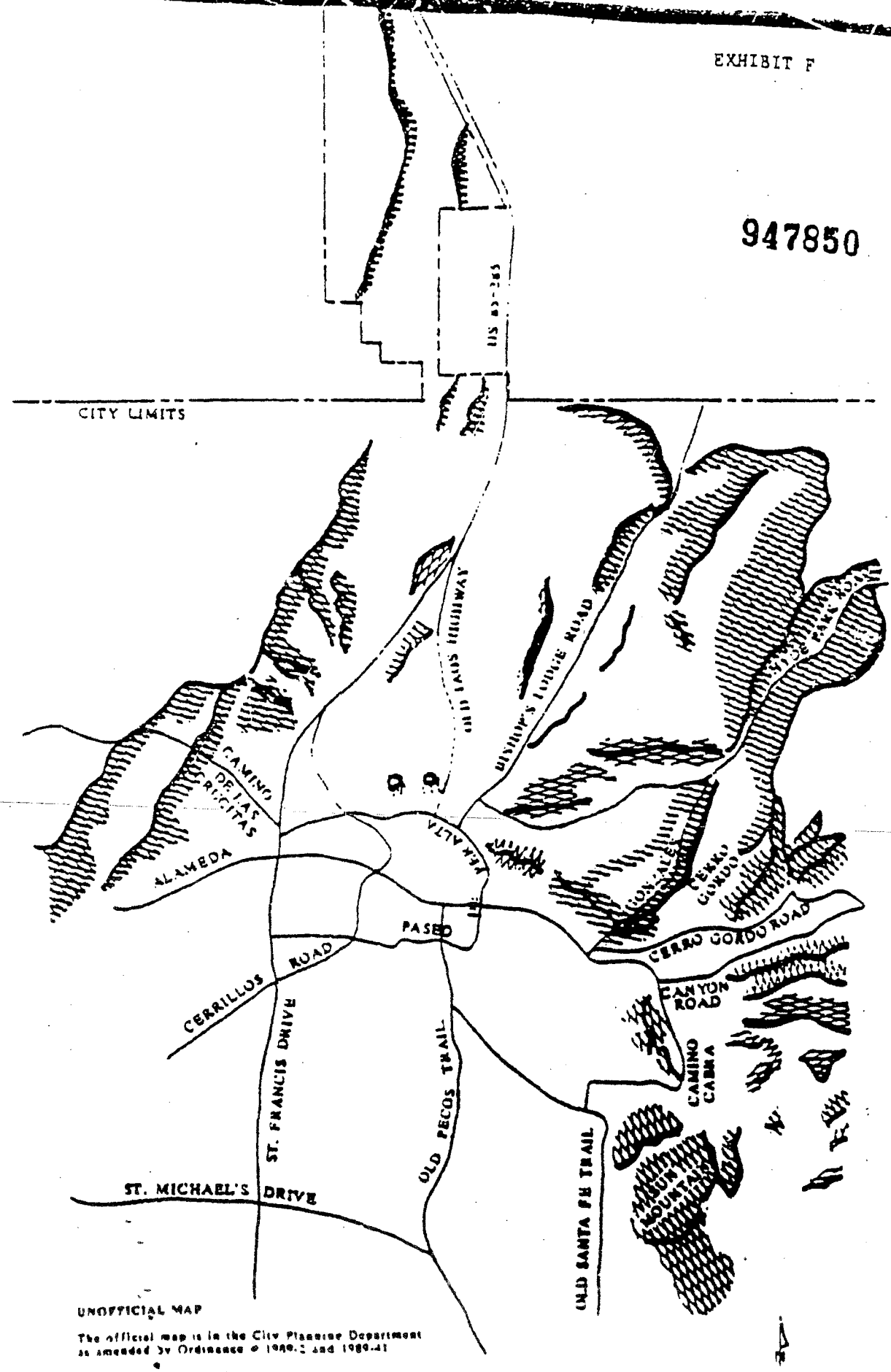

ESCARPMENT OVERLAY DISTRICT

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(3) Location of existing infrastructure;

(4) Proposed site improvements; and

(5) Any other change that would protect the public interest, reduce the visual impact and further the objectives of this section.

F. For any development requiring a permit in the escarpment overlay district, the property shall be posted by the applicant with a public notice poster obtained from the technical review division. Such poster shall be prominently displayed, visible from a public street, and securely placed on the property from the time that an application for a permit is submitted to the issuance of the permit. The poster shall indicate the nature of the request, identification of the property affected and the time, date and place to review the development application.

G. Any action of the city staff may be appealed to the Development Review Committee.
(Ord. #1992-9, §4)

14-90A.6 Subdivision of Land; Multi-Family Dwellings.

A. No land located in whole or in part in the escarpment overlay district shall be subdivided or resubdivided, nor shall a subdivision or resubdivision plat be approved for such land, if any lot fails to have at least one (1) buildable site on the lot located entirely outside the ridgetop subdistrict. The purpose of this requirement is to assure that each lot located in whole or in part in the escarpment overlay district contains at least one (1) buildable site located outside the ridgetop subdistrict. To the extent this prohibition increases minimum lot size or decreases density beyond that which is authorized by the underlying zone for a parcel of land, then this subsection shall operate as a further limitation on the minimum lot size and allowable density.

B. In order to minimize, to the extent possible, the further density and minimum lot size restrictions caused by operation of subsections 14-90A.6(A), development alternatives such as planned unit developments and cluster developments which site structures in the foothill subdistrict or outside the escarpment overlay district are encouraged.
(Ord. #1992-9, §5)

14-90A.7 Architectural and Site Standards.

A. All new structures or extensions of existing structures located or erected in the escarpment overlay district shall be in compliance with this subsection. As required by subsection 14-90A.4, drawings shall be submitted of all exterior elevations of all structures showing building materials, colors, length, and heights; a minimum of two (2) cross sections

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from the highest point of natural grade or finished grade which ever is more restrictive showing how the existing and proposed contours relate to the building and the plans required pursuant to subsection 14-90A.9; a site plan; and a floor plan all showing compliance with the standards of this section. All floor plans, elevations, and cross sections shall be drawn to a minimum scale of one-eighth inch equals one foot (1/8"=1').

B. The colors of all structures shall be the browns and tans of local earth tones within fifty feet (50') of the area immediately adjacent to the proposed structures and shall not be cream or white except as specifically authorized herein. Stone surfaces shall be left in their natural state. Entries, portals and trim may be emphasized by the use of white, offwhite, yeso or other similar accent colors. Structures painted or stuccoed with bold repetitive patterns or structures used as signs are prohibited.

C. Only clerestories and flat roofs shall be permitted in the escarpment overlay district except that shed roofs are allowed for portals. Metal roofs shall be of a nonreflective, non-glossy material which is muted in color. Red, yellow, blue, white, black, purple, orange and related colors are prohibited for roofs. All exterior window treatments exclusive of window trim shall comply with restrictions stated above for roof colors. All exterior glazing shall be nonmirrored with a reflectance of less than forty percent (40%).

D. In the ridgetop subdistrict the highest point of any structure shall not exceed a maximum height of fourteen feet (14') above each and every point of measurement along the structure perimeter. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height. The highest point on the structure includes the top of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet (3') above the immediately adjacent roof. Adding fill dirt to the natural grade in order to increase the height of the ridgetop is prohibited.

E. The maximum height of any structure in the foothills subdistrict shall be determined by the more restrictive of the following calculations:

(1) The highest point on the structure shall not exceed a maximum height of fourteen feet (14') above the highest natural grade at the perimeter of the structure.

(2) The highest point on the structure shall not exceed a maximum height of twenty feet (20') above each and every point of measurement along the structure perimeter. This measurement shall be from the undisturbed natural grade of the land at the perimeter, or from the finished grade at the perimeter, whichever is more restrictive in height.

(3) The highest point on the structure includes the tops of parapets and clerestories, except that chimneys may exceed the maximum height by not more than three feet (3') above the immediately adjacent roof. Adding fill dirt to the natural grade in order to increase the height is prohibited.

F. For all structures, twenty feet (20') in height in a single plane. No facade shall be more than fifty feet (50') in length in a single plane. All facades with offsets of less than four feet (4') in depth are defined to be in a single plane.

G. Cantilevers of greater than three (3') horizontal feet in depth are prohibited.

H. Cantilevered decks of greater than three (3') horizontal feet in depth are prohibited. Decks greater than three (3') horizontal feet in depth and more than five (5') feet above grade whether cantilevered or supported are prohibited. Decks over roofs of structures and their flat portals shall be permitted provided that the decks do not exceed the maximum height limit set forth in subparagraphs D and E above.

I. Exterior lighting shall not directly illuminate the surfaces of structures (excluding entries, garages and portals), or landscaping. The light source of any exterior indirect lighting shall be less than three feet (3') in height.

J. The maximum lot coverage by all dwellings, accessory buildings, structures, graded land, and the placement of any impermeable surfaces shall not exceed forty percent (40%) of the gross area of the lot. Landscaping that does not require grading and ponding areas, whether graded or not, shall not be included as areas of lot coverage.
(Ord. #1992-9, §6)

14-90A.8 Landscaping.

A. Landscape plans as required by subsection 14-90A.4 shall be submitted by the applicant showing compliance with the provisions of this section. Landscape plans shall be stamped by a licensed landscape architect or architect. The landscaping plan shall meet the standards set forth in Section 14-56 of this chapter.

B. Except as set forth in paragraph C below, all cut and fill slopes and retaining walls more than four feet (4') high and with a grade of 3:1 or more shall have screening vegetation planted and maintained at the base of the slope and those with a grade of less than 3:1 shall have screening vegetation planted and maintained on the face of the entire cut or fill slope as follows:

(1) Screening vegetation shall be planted and maintained in addition to revegetation materials required in subsection 14-90.6, and shall be indigenous

evergreen trees characteristic of the immediately adjacent area. No trees are required for solid rock terrain.

(2) All trees shall be a minimum of six feet (6') high at the time of planting, and shall be planted and maintained at a density commensurate with the adjacent existing natural landscape. The commensurate density shall be determined by an inventory of existing natural trees of four (4') feet or greater in height in a fifty by fifty foot square (50' x 50') within the cut or fill area prior to excavation. An inventory of the existing natural trees within the cut and fill area shall be shown on the landscape plan.

(3) Existing indigenous evergreen trees over six feet (6') high and located within four feet (4') of the base of the cut and fill slope may be counted toward fulfilling the number of trees required for screening.

(4) Cut slopes with a slope or retaining wall closer than six feet (6') from the edge of a road or driveway may be screened with a trellis supporting planted vegetation or some other similar means which creates a natural screened effect.

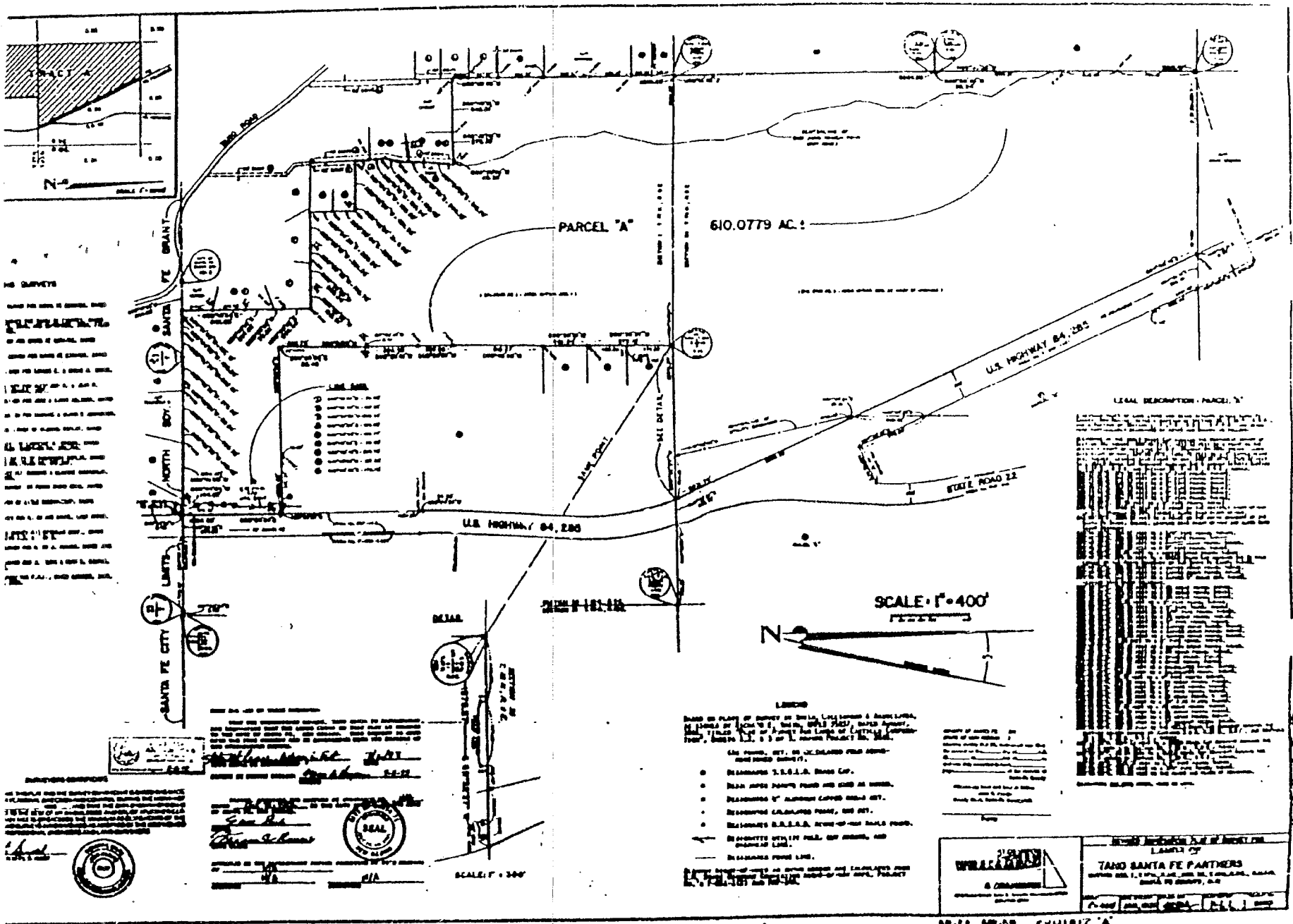
C. For public or private roads and driveways having individual cut and fill slopes and retaining walls over four feet (4') high and a combined cut and fill slope height of at least eight feet (8'), but not more than twelve feet (12'), landscape screening consisting of indigenous evergreens as set forth in paragraph B above, is required for the fill slopes only. If combined slopes are greater than twelve feet (12'), then the cut and fill slopes shall be screened individually as set forth in paragraph B.

D. Slopes screened from view from any adjacent public street, way, or place by buildings, walls, or fences are exempt from the provisions of paragraphs B and C.

E. Where any structure is more than eight feet (8') high and no more than sixteen feet (16'), there shall be at least one (1) indigenous evergreen tree leaving exposed no more than fifty percent (50%) of the structure from the highest point on the structure to the top of the tree. Where any structure is more than sixteen feet (16') high there shall be planted at least one (1) indigenous evergreen tree at least eight feet (8') in height and not more than fifteen (15') from such structure.

F. There shall be one tree existing or planted of at least six feet (6') in height for every fifteen linear feet (15') of horizontal wall of each structure which shall be located not more than fifteen feet (15') from such wall.

G. No retaining walls in the escarpment overlay district shall be greater than five feet (5') in height. When retainage greater than five (5') feet is required, retaining walls shall


PARCEL "A"
610.0779 AC.±
U.S. HIGHWAY 84, 285
STATE ROAD 22
SCALE: 1"=400'
N
EXHIBIT 'A'

be set back a minimum of six (6') horizontal feet from face of wall to face of wall. Setback area grading shall not exceed a one percent (1%) cross slope and all walls shall be screened in accordance with subsection 14-90A.8.B.

H. The landscaping requirements set forth in this paragraph shall be in addition to all other landscaping requirements in this section.

I. All landscaping shall comply with the standards of Section 14-56 of this chapter.
(Ord. #1992-9, §7)

14-90A.9 Terrain Management. As required by subsection 14-90A.4, natural topography, storm drainage, grading and erosion control plans shall be submitted by the applicant showing compliance with the terrain management requirements of subsections 14-90.3 through 14-90.6. inclusive. The exclusions to the terrain management regulations set forth in subsection 14-90.2 do not apply to any applications in the escarpment overlay district. (Ord. #1992-9, §8)

14-90A.10 Utilities.

A. All new and replacement water, gas, electric, telephone, television, and all other utilities, including both main and service lines which service developments within the escarpment district, shall be placed underground within or adjacent to roads. Utilities shall be located in the following priority:

(1) Within a dedicated public road right-of-way;

(2) Within an easement of sufficient width to provide ingress and egress for maintenance purposes that is adjacent to a dedicated public right-of-way; or

(3) Within a private road right-of-way.

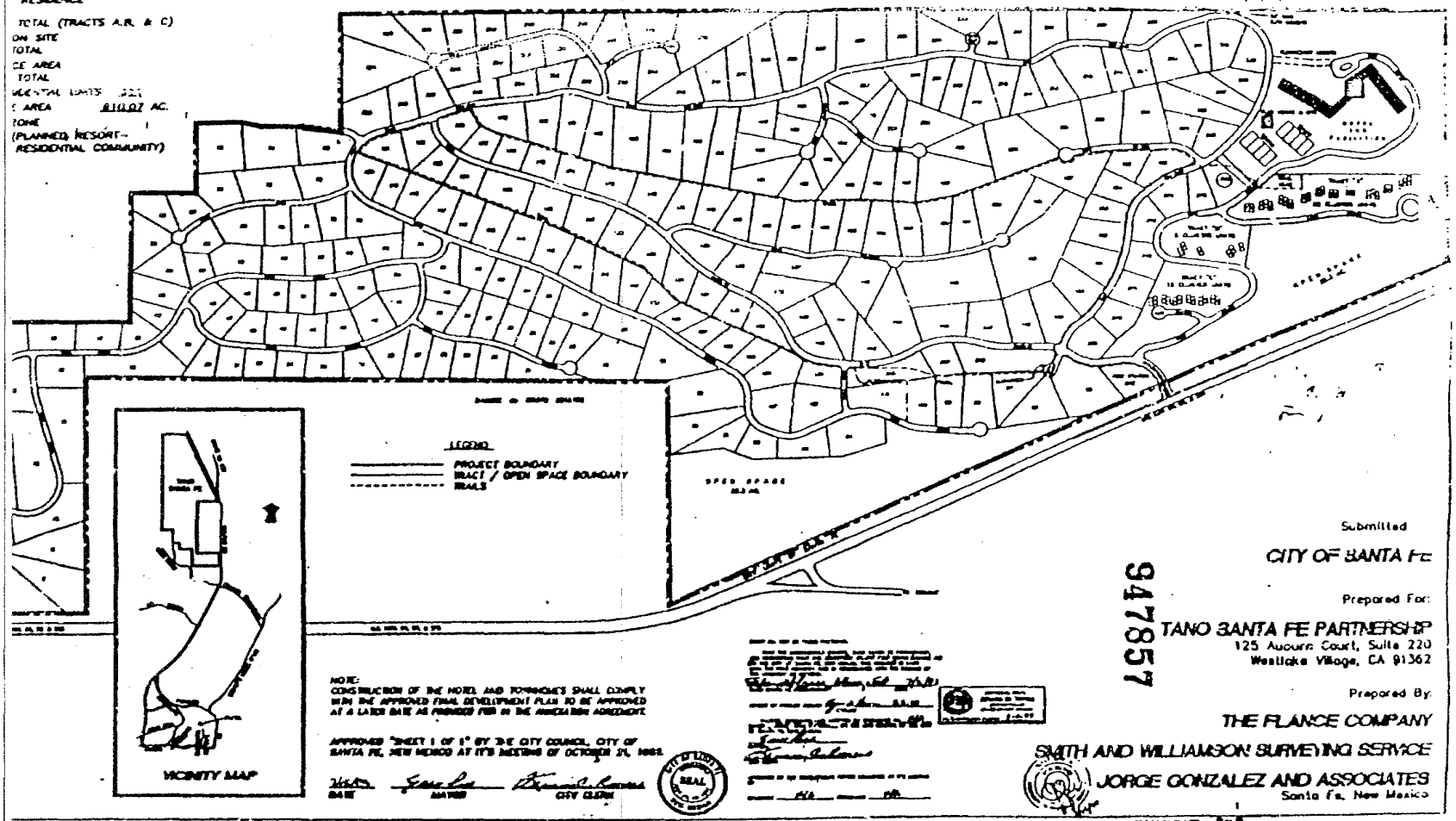
B. Water service mains may be located outside road rights-of-way if required by change in water-pressure zone.

C. Sewer lines outside road rights-of-way for both public and private use shall be located to minimize tree removal, to prioritize multiple-service lines in a common trench over single service mains to reduce the number of maintenance roads; and to prioritize gravity flow over lift stations. Public sewer line easements outside road rights-of-way are permitted when required by the city utility. All disturbed easements outside the road rights-of-way shall be reseeded and maintained at approximate original ground-cover by the owner of the property to the approximate original height.

TANO SANTA FE SUBDIVISION

SANTA FE, NEW MEXICO

MASTER PLAN



Submitted

CITY OF SANTA FE

Prepared For:

TANO SANTA FE PARTNERSHIP
125 Aucurn Court, Suite 220
Westlake Village, CA 91362

Prepared By:

THE FLANCE COMPANY

SMITH AND WILLIAMSON SURVEYING SERVICE

JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

947857

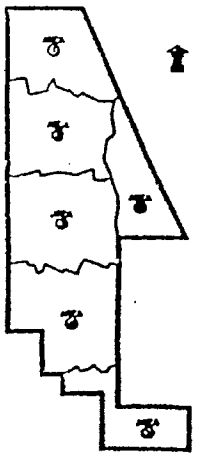
EXHIBIT "B"

PRELIMINARY SUBDIVISION PLAN SUBMITTAL FOR TANO SANTA FE PLANNED RESIDENTIAL RESORT COMMUNITY

REVISED DECEMBER 11, 1992
MARCH 1, 1993

SHEET INDEX

SHEET TITLE	SHEET NUMBER
[illegible]	

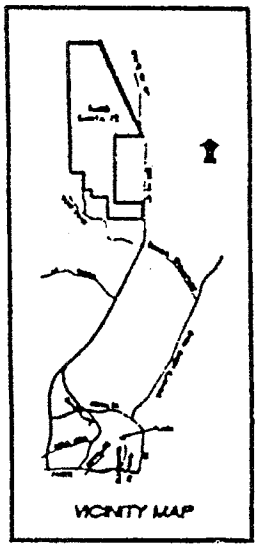


AREA KEY MAP

TANO
SANTA FE

APPROVED "SHEETS 1 THRU 9 INCLUSIVE" BY THE CITY COUNCIL, CITY OF SANTA FE, NEW MEXICO AT ITS MEETING OF OCTOBER 21, 1992.

DATE MAYOR CITY CLERK



VICINITY MAP

Submitted To:

CITY OF SANTA FE

Prepared For:

TANO SANTA FE PARTNERSHIP
125 Auburn Court, Suite 220
Westlake Village, CA 91362

94185

Prepared By:

THE FLANCE COMPANY

SMITH AND WILLIAMSON SURVEYING SERVICE

JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

EXHIBIT "C"

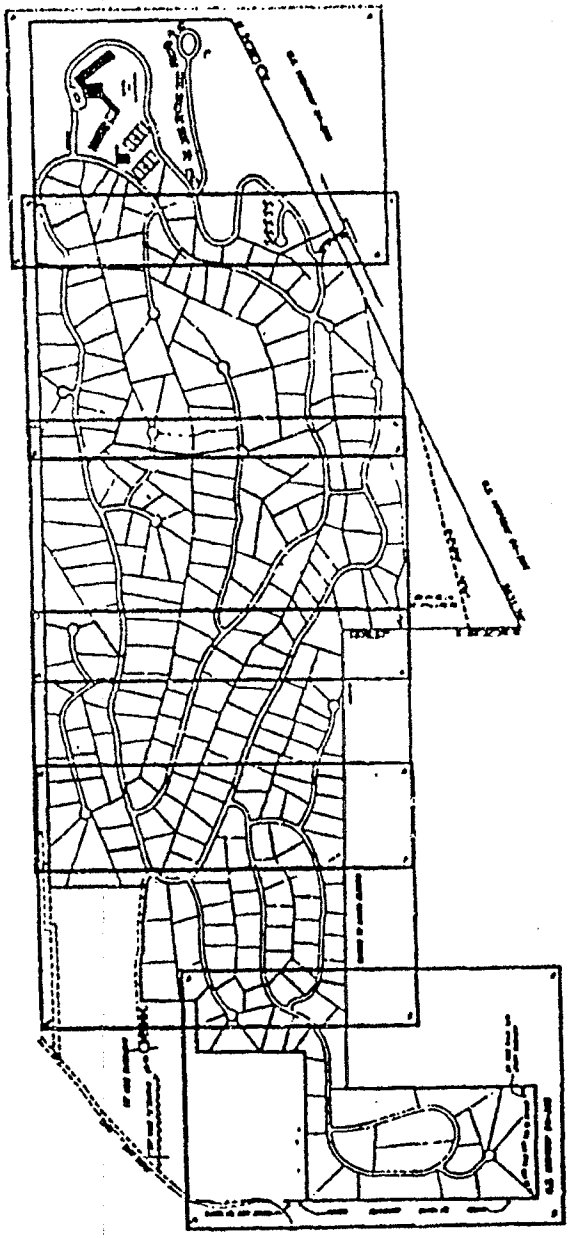
SHEET 1

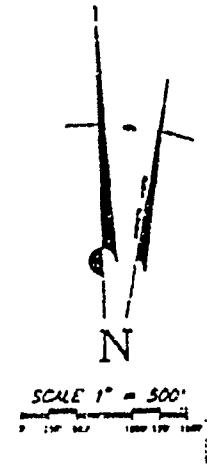
PRELIMINARY SUBDIVISION PLAN

TANO SANTA FE

HOTEL	250 ROOMS
CLUSTER "A"	12 RESIDENCES
CLUSTER "B"	34 RESIDENCES
TOTAL TOWNHOMES	46 RESIDENCES
RESIDENTIAL HOMESITES	278 SINGLE FAMILY LOTS
TOTAL	322 UNITS

SMALLEST LOT SIZE = 1.0 ACRE ±
LARGEST LOT SIZE = 6.0 ACRES ±
AVERAGE LOT SIZE = 1.5 ACRES±





NOTICE: [illegible]

LEGEND/PLAT REFERENCE

[illegible]

PROPOSED SUBDIVISION NOTES

[illegible]

947859

SMITH WILLIAMSON & ASSOCIATES

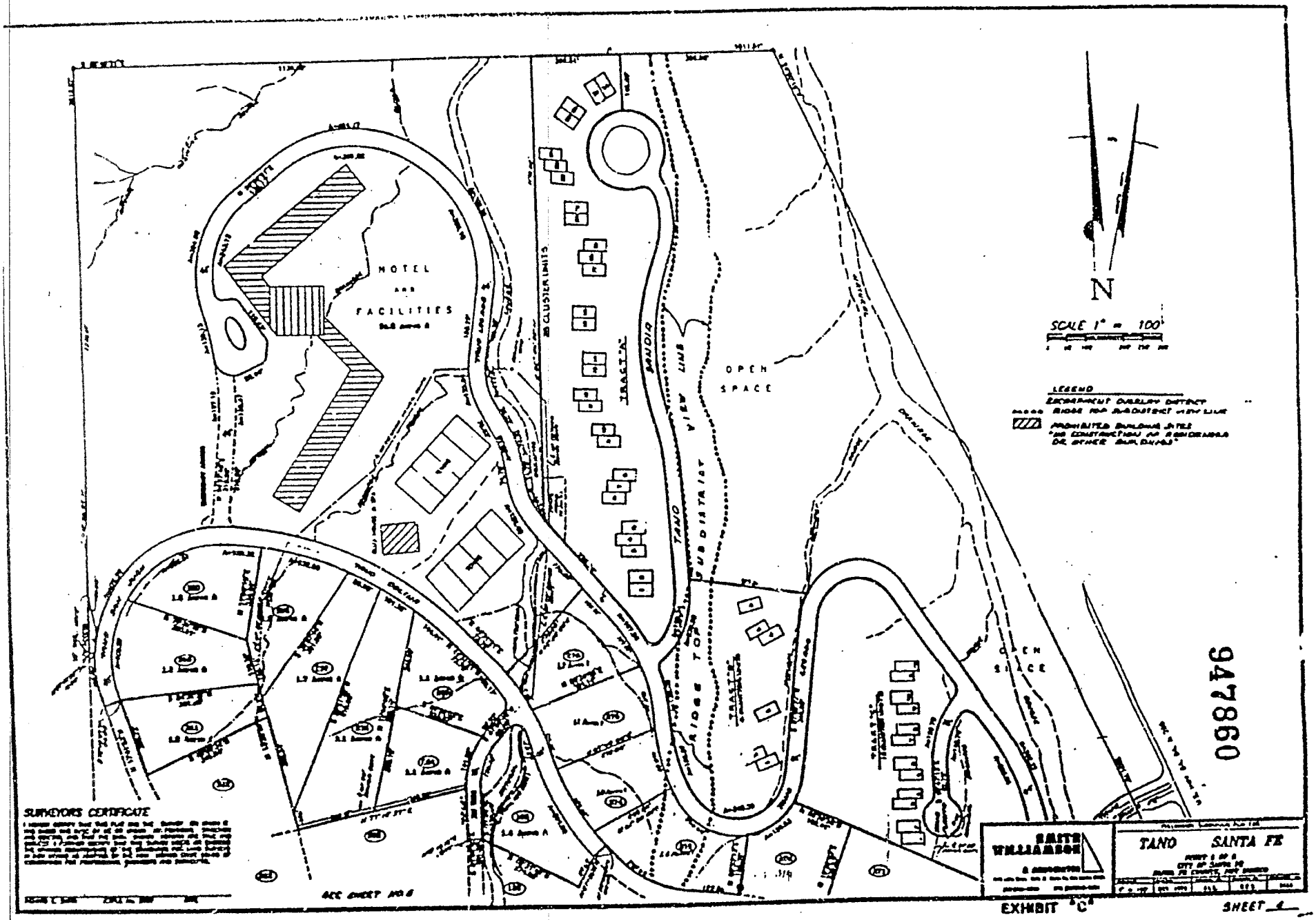
TANO SANTA FE

COVER & INDEX SHEET

EXHIBIT "C"

SHEET 1

PRELIMINARY SUBDIVISION PL.


HOTEL
AND
FACILITIES
OPEN
SPACE
N
SCALE 1" = 100'
LEGEND
SURVEYORS CERTIFICATE
SMITH WILLIAMSON
TANO SANTA FE
EXHIBIT "C"
SHEET 1
947860
PRELIMINARY SUBDIVISION PLAN

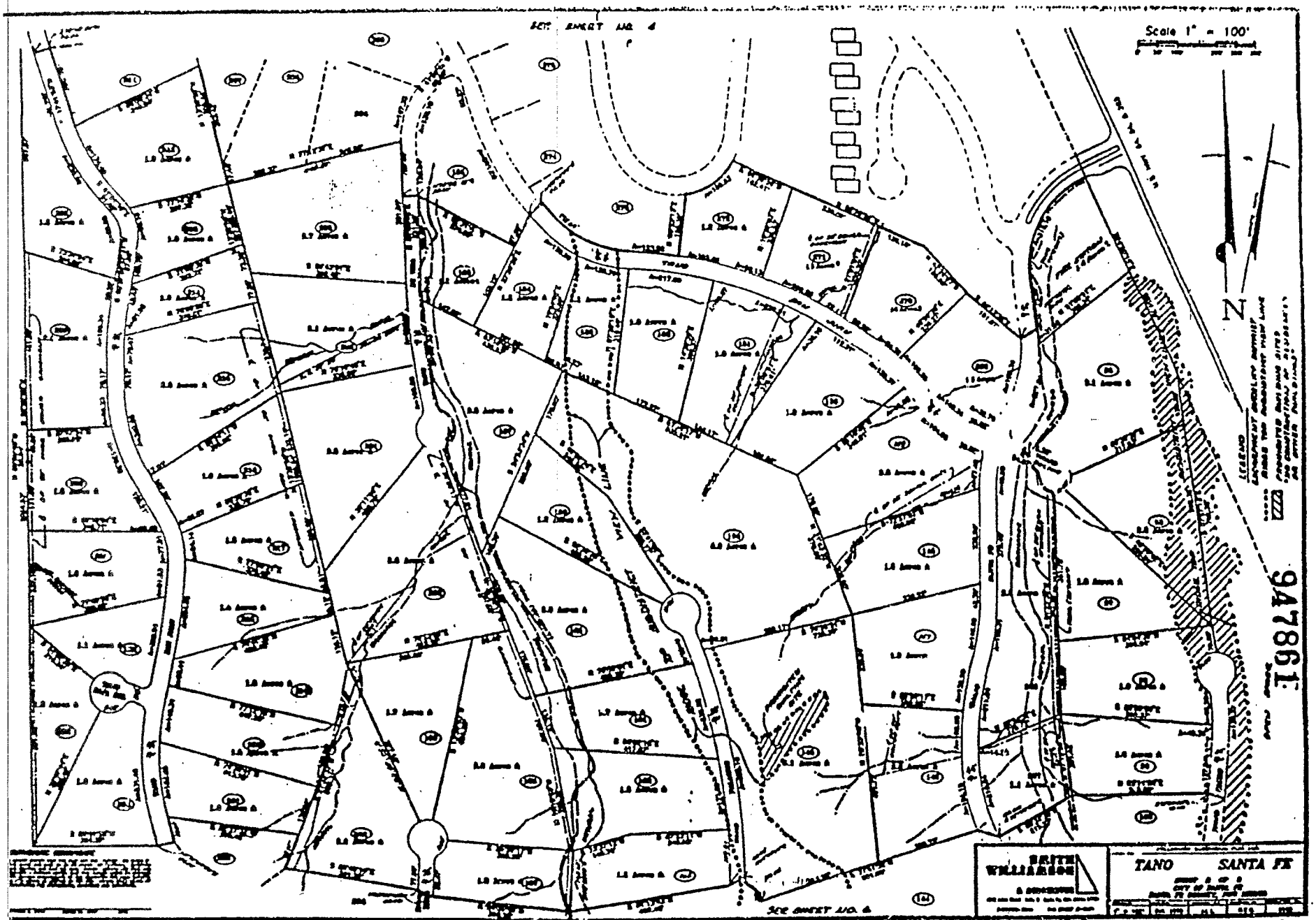
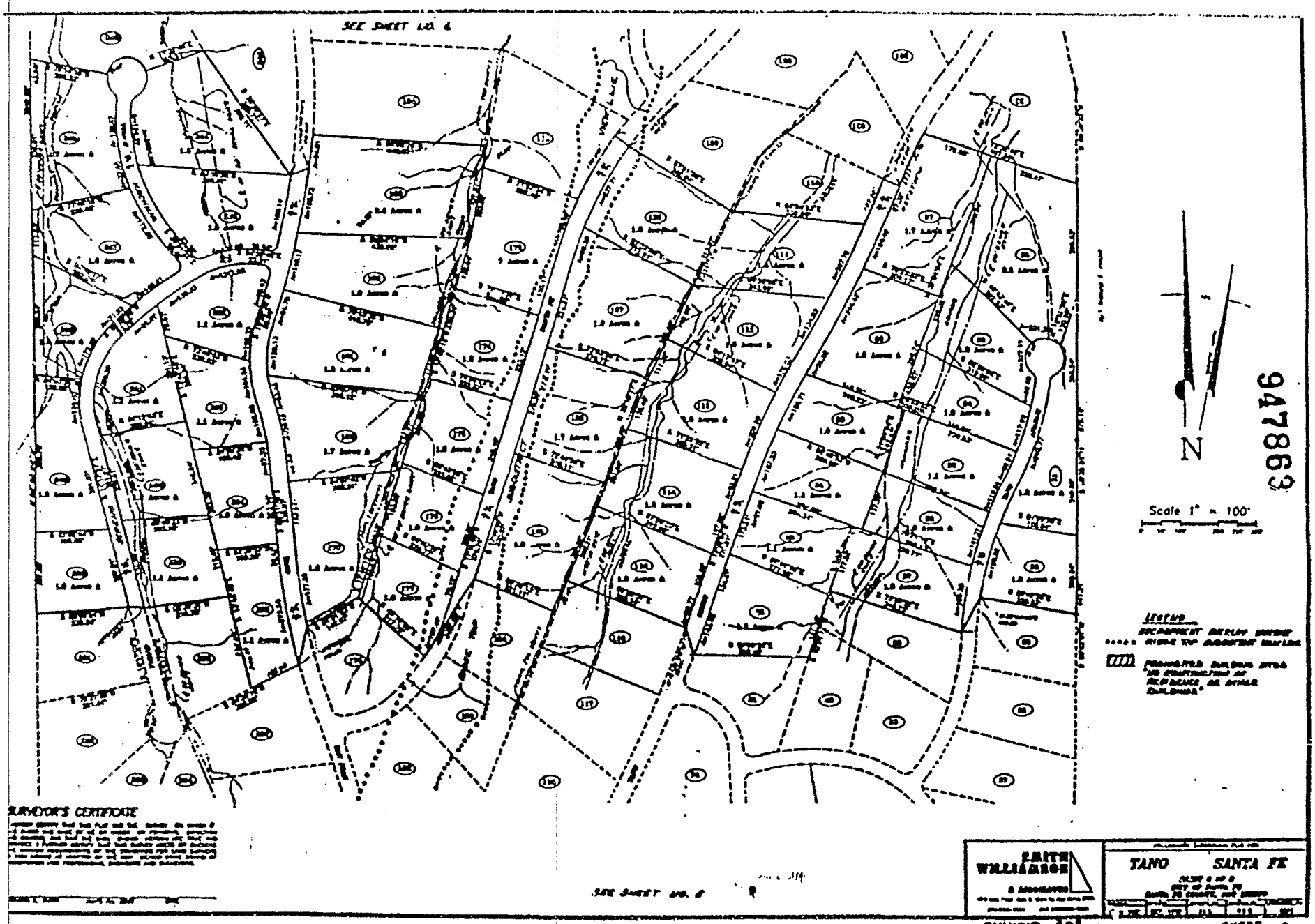


EXHIBIT "C"

SHEET 2

94786

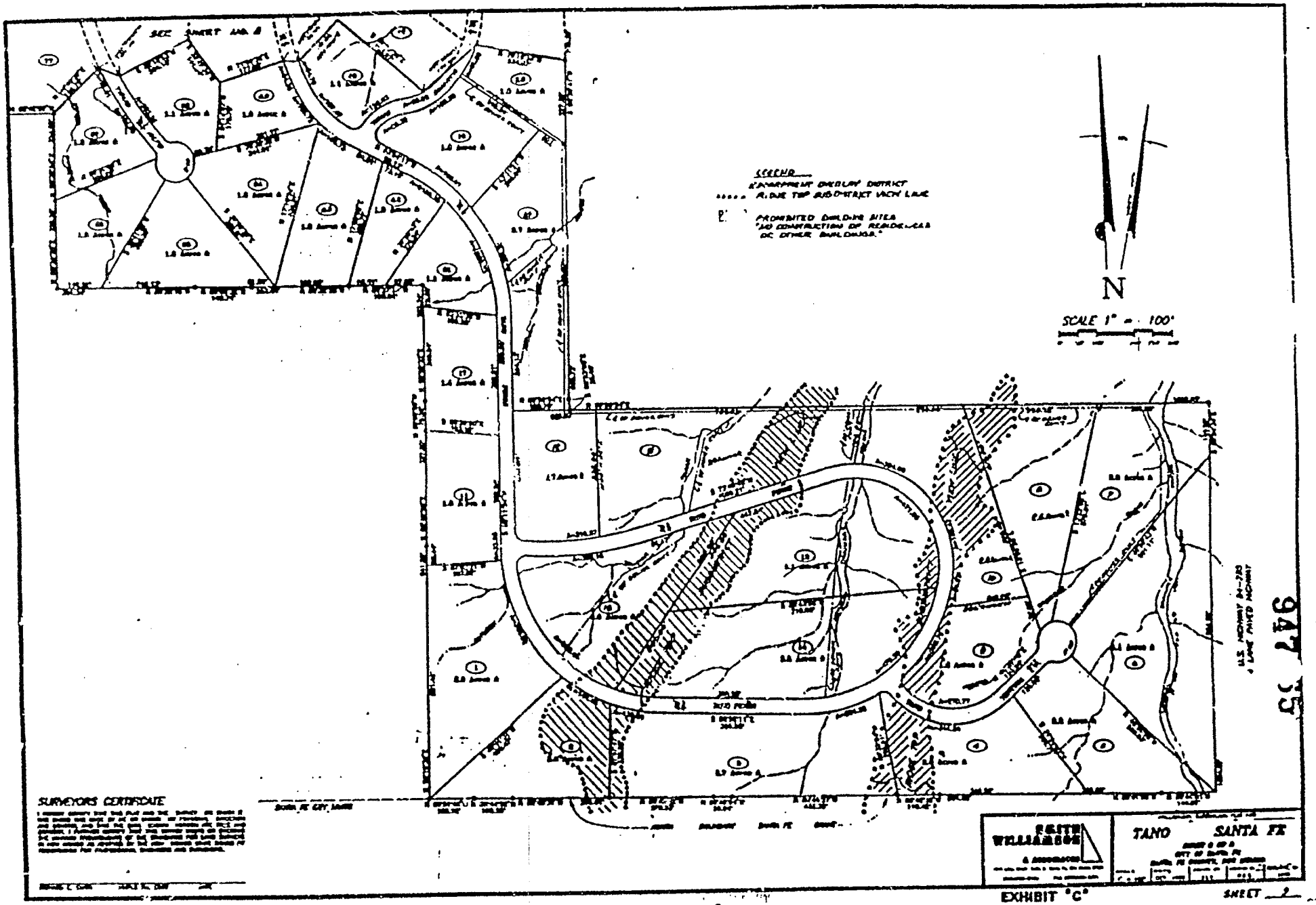
PRELIMINARY & FINAL PLAT



947863

PRELIMINARY SUBDIVISION PLAT

SCALE 1" = 100'
VIEW LINE
SUBDISTRICT
RIDGE TOP
SURVEYORS CERTIFICATE
SMITH WILLIAMSON
TANO SANTA FE
EXHIBIT C
SHEET 2
PRELIMINARY SUBDIVISION
94864



947 35

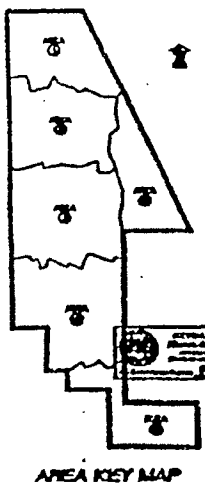
PRELIMINARY SUBDIVISION PLAN

PRELIMINARY DEVELOPMENT PLAN SUBMITTAL FOR TANO SANTA FE PLANNED RESIDENTIAL RESORT COMMUNITY

REVISED DECEMBER 11,1992
MARCH 1, 1993

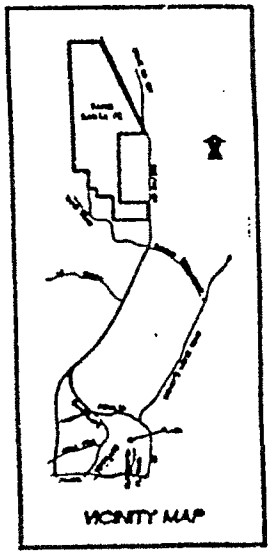
SHEET INDEX

SHEET TITLE	SHEET NUMBER
[illegible]	[illegible]



AREA KEY MAP

TANO
SANTA FE



VICINITY MAP

APPROVED "SHEETS 10 THRU 43 INCLUSIVE" BY THE CITY COUNCIL, CITY OF SANTA FE, NEW MEXICO AT ITS MEETING OF OCTOBER 26, 1992.

DATE MAYOR CITY CLERK

947866

Submitted To:

CITY OF SANTA FE

Prepared For:

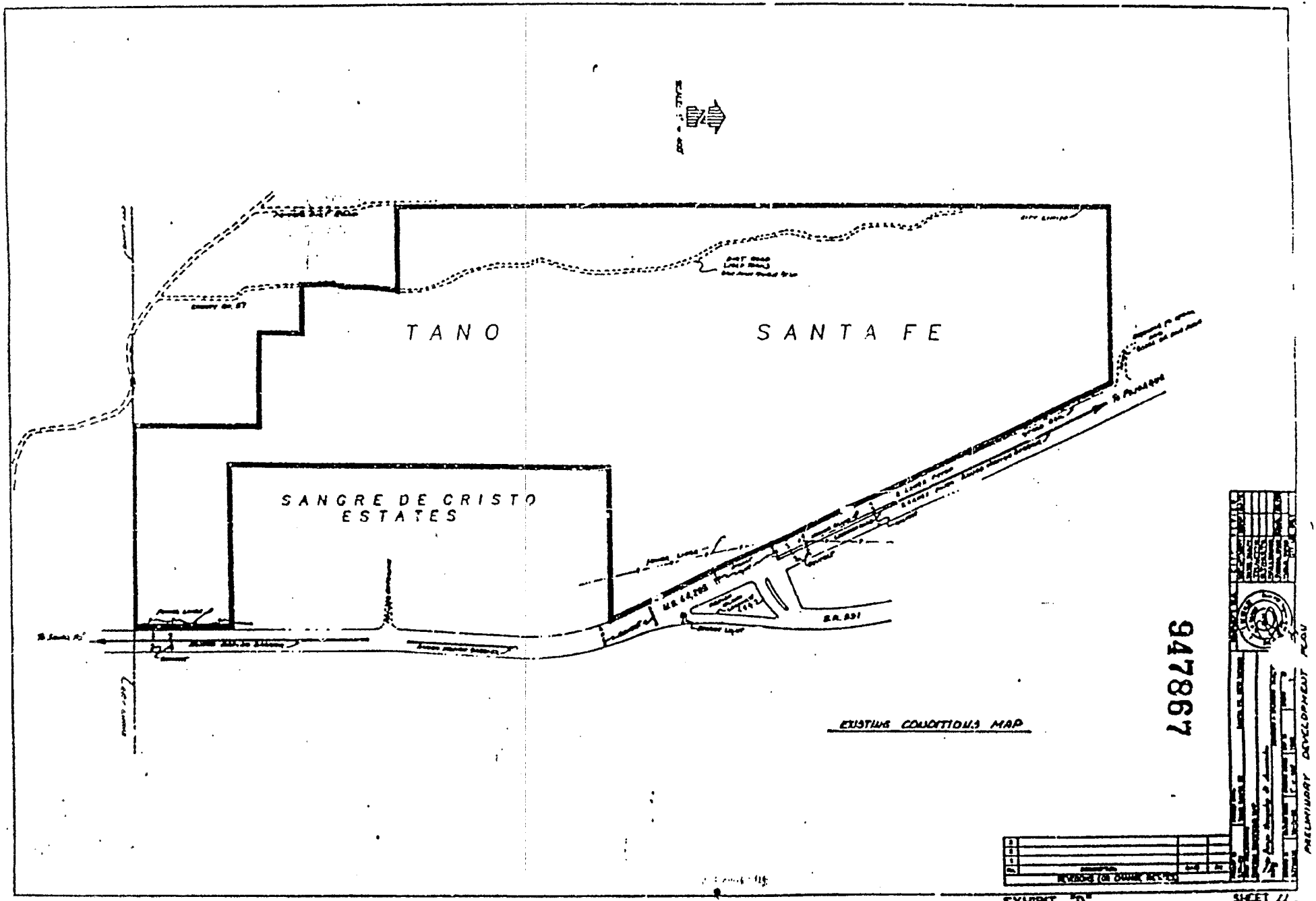
TANO SANTA FE PARTNERSHIP
125 Auburn Court, Suite 220
Westlake Village, CA 91362

Prepared By:

THE FLANCE COMPANY
SMITH AND WILLIAMSON SURVEYING SERVICE
JORGE GONZALEZ AND ASSOCIATES
Santa Fe, New Mexico

PRELIMINARY DEVELOPMENT PLAN

EXHIBIT "D" SHEET NO. 10


TANO
SANTA FE
SANGRE DE CRISTO
ESTATES
EXISTING CONDITIONS MAP
947867
PRELIMINARY DEVELOPMENT PLAN
EXHIBIT "D"
SHEET 11

PHASE III

PHASE II

PHASE I

PHASE IV

OPEN SPACE

OPEN SPACE

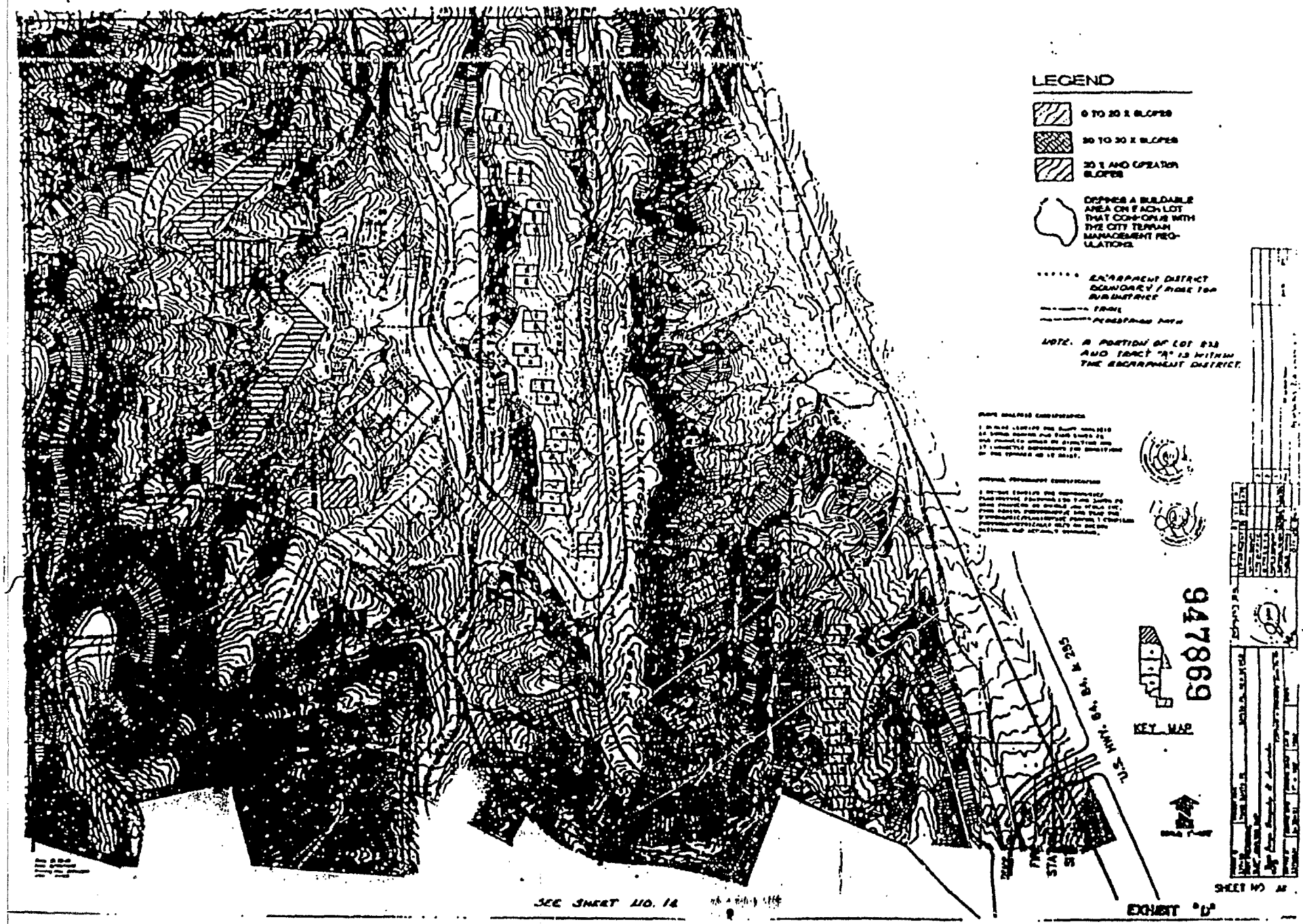
PHASE	DESCRIPTION
I	
II	
III	
IV	

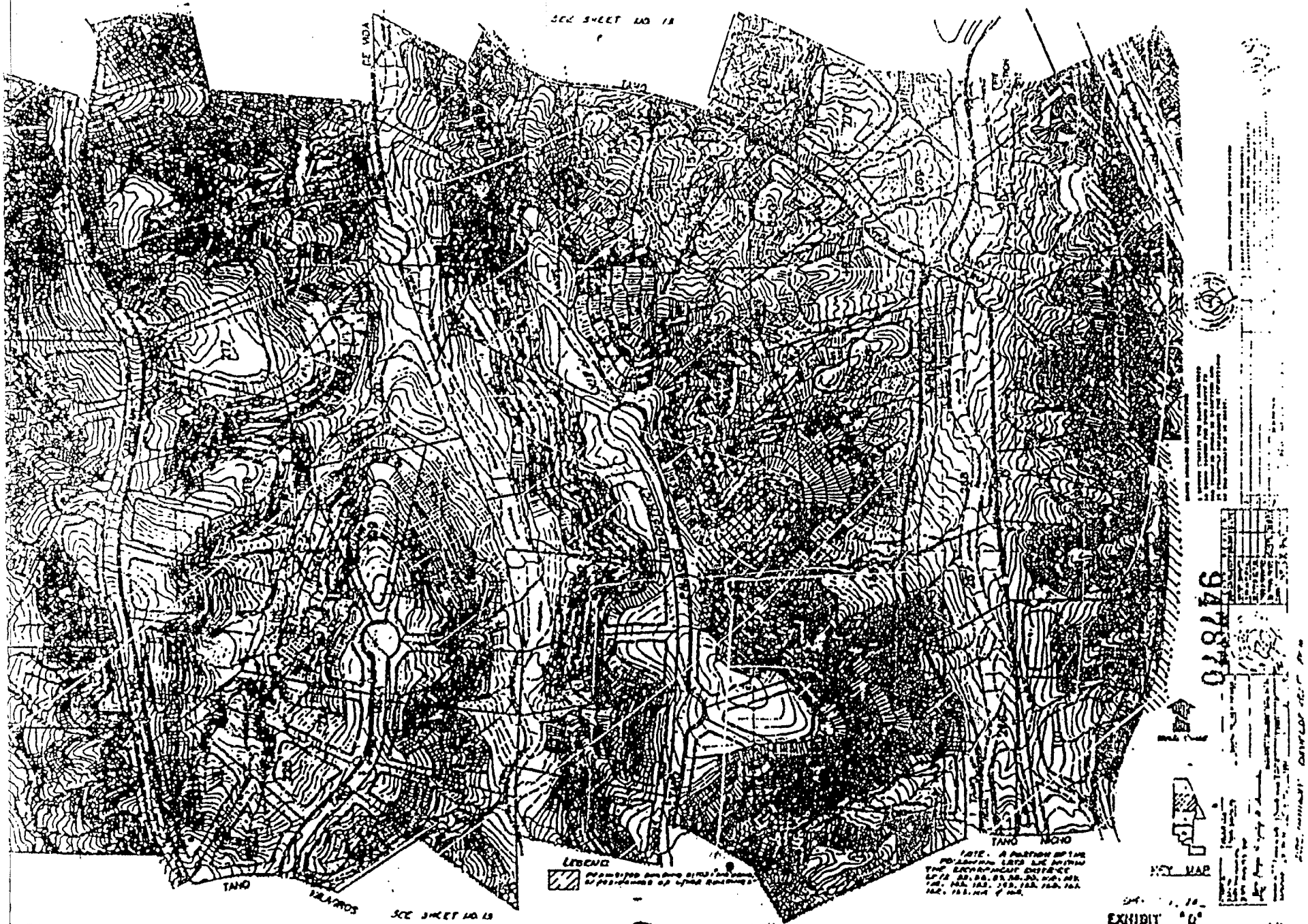
947868

EXHIBIT "D"

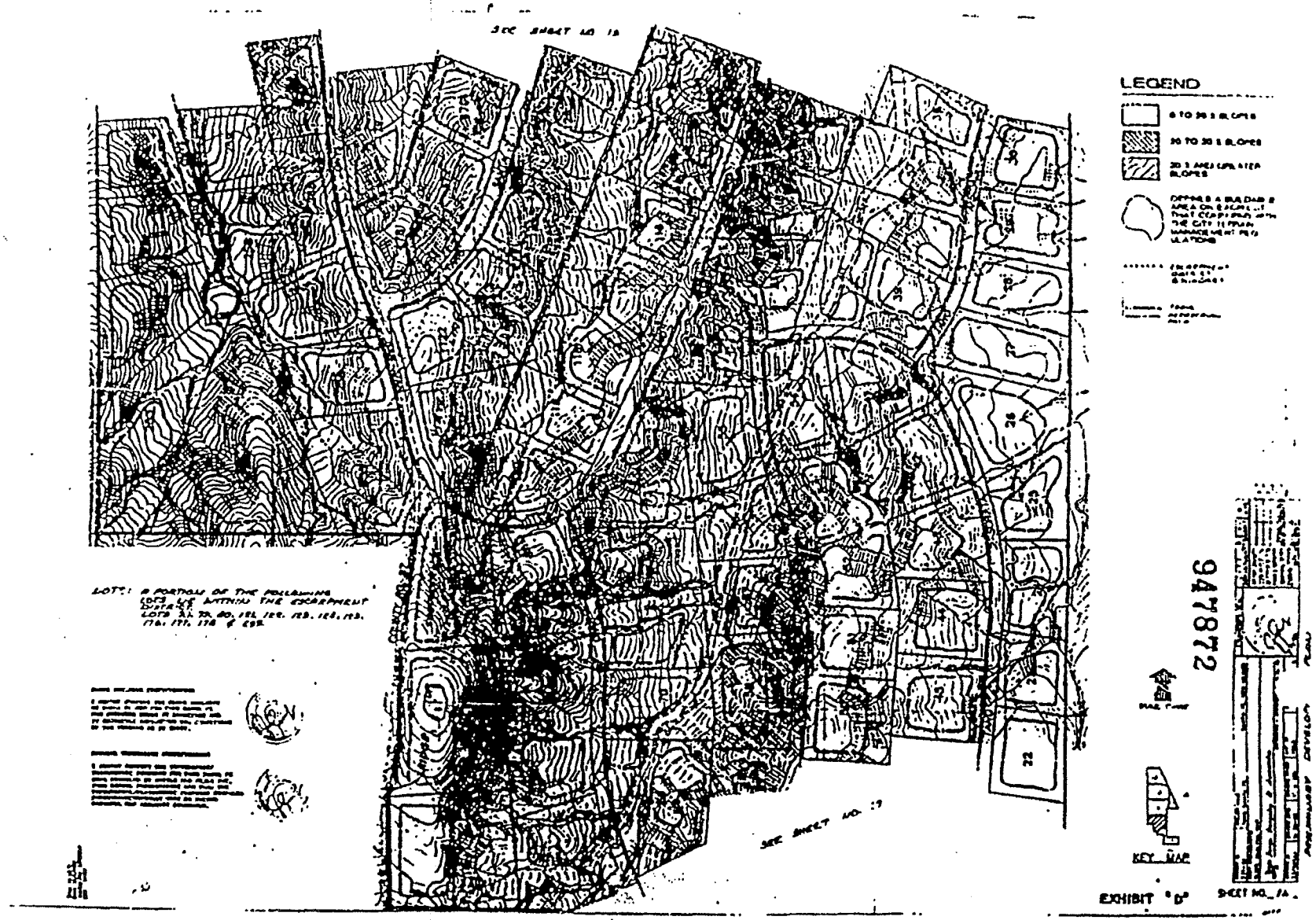
TANO SANTA FE

PHASING PLAN


LEGEND
0 TO 20 % SLOPES
20 TO 30 % SLOPES
30 % AND GREATER SLOPES
DEPICTS A BUILDABLE AREA ON EACH LOT THAT CONFORMS WITH THE CITY TERRAIN MANAGEMENT REGULATIONS
ESCARPMENT DISTRICT BOUNDARY / RIDGE TOP SUBDISTRICT
TRAIL
NOTE: A PORTION OF LOT 833 AND TRACT "A" IS WITHIN THE ESCARPMENT DISTRICT.
947869
KEY MAP
SEE SHEET NO. 14
EXHIBIT "D"


SEE SHEET NO. 13
TANO
TANO
TANO NICHO
LEGEND
KEY MAP
EXHIBIT "D"

947871



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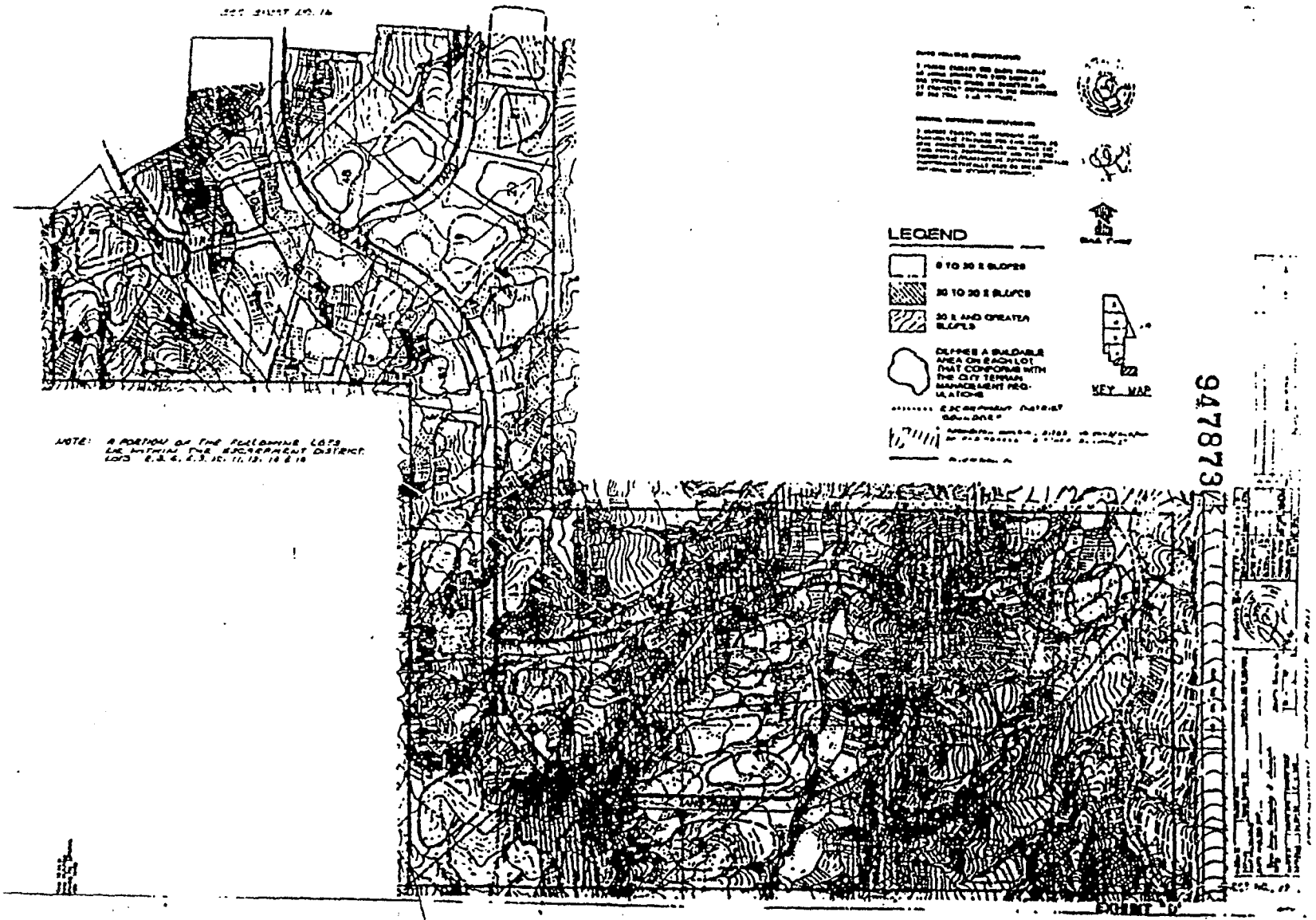
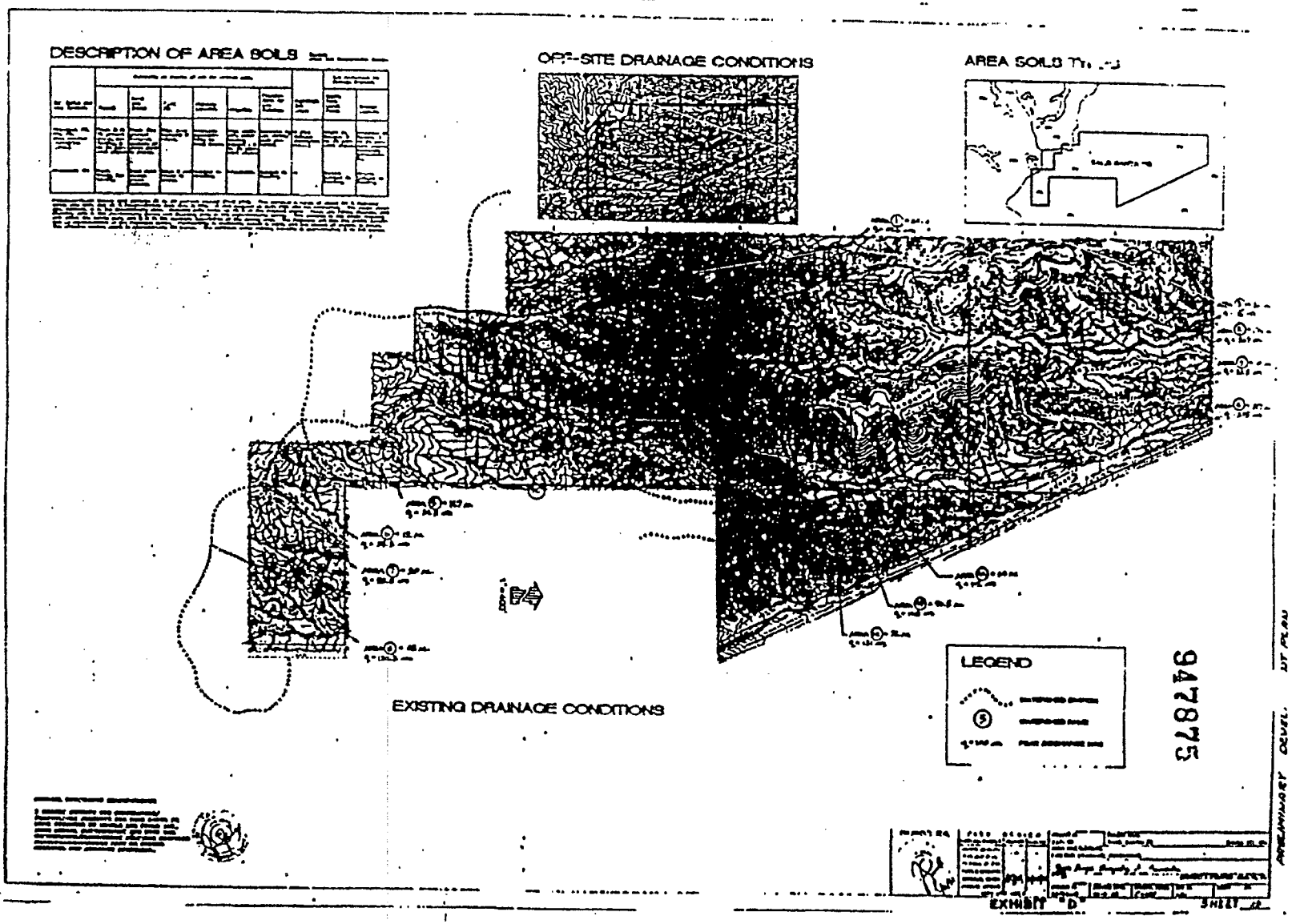
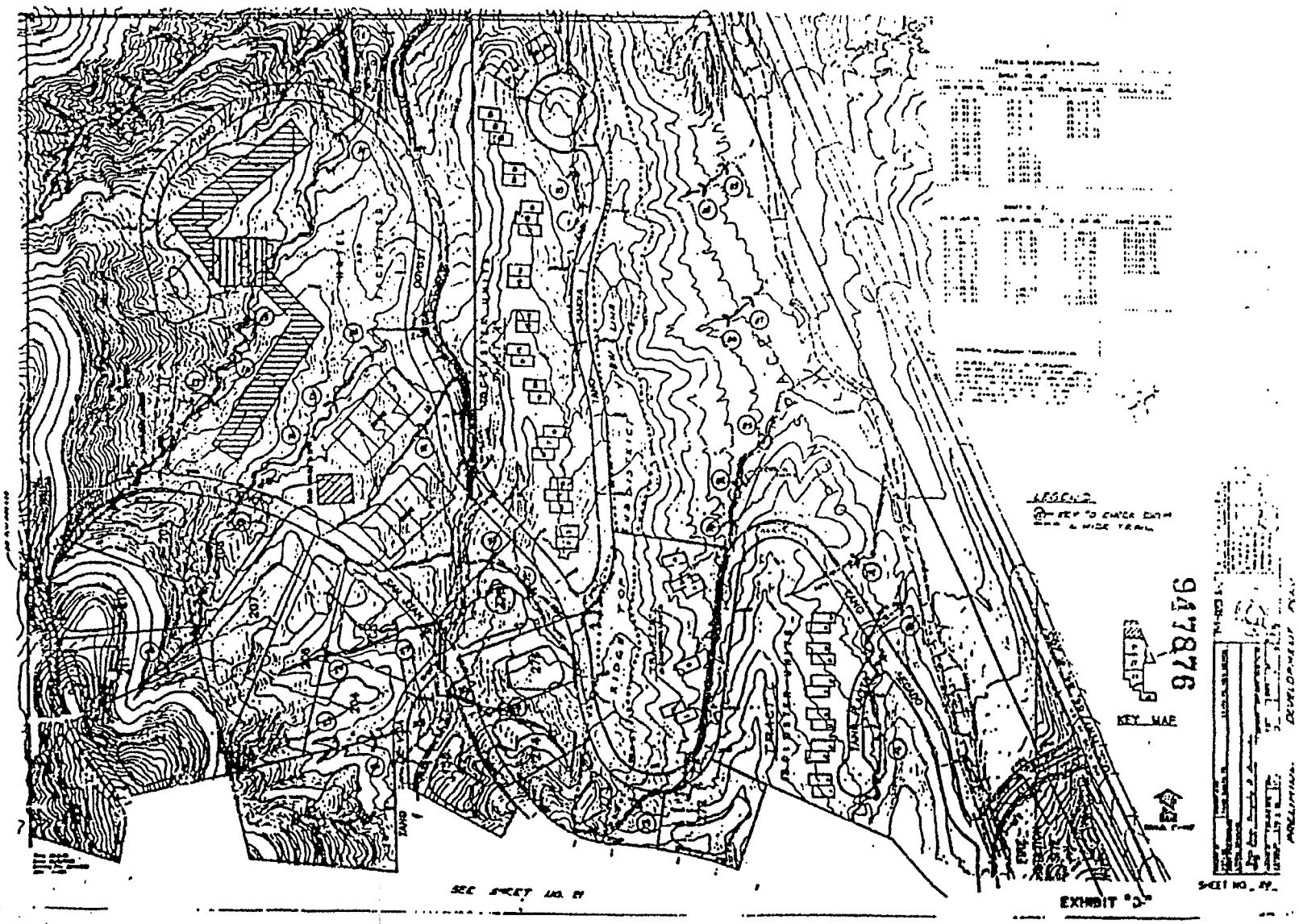
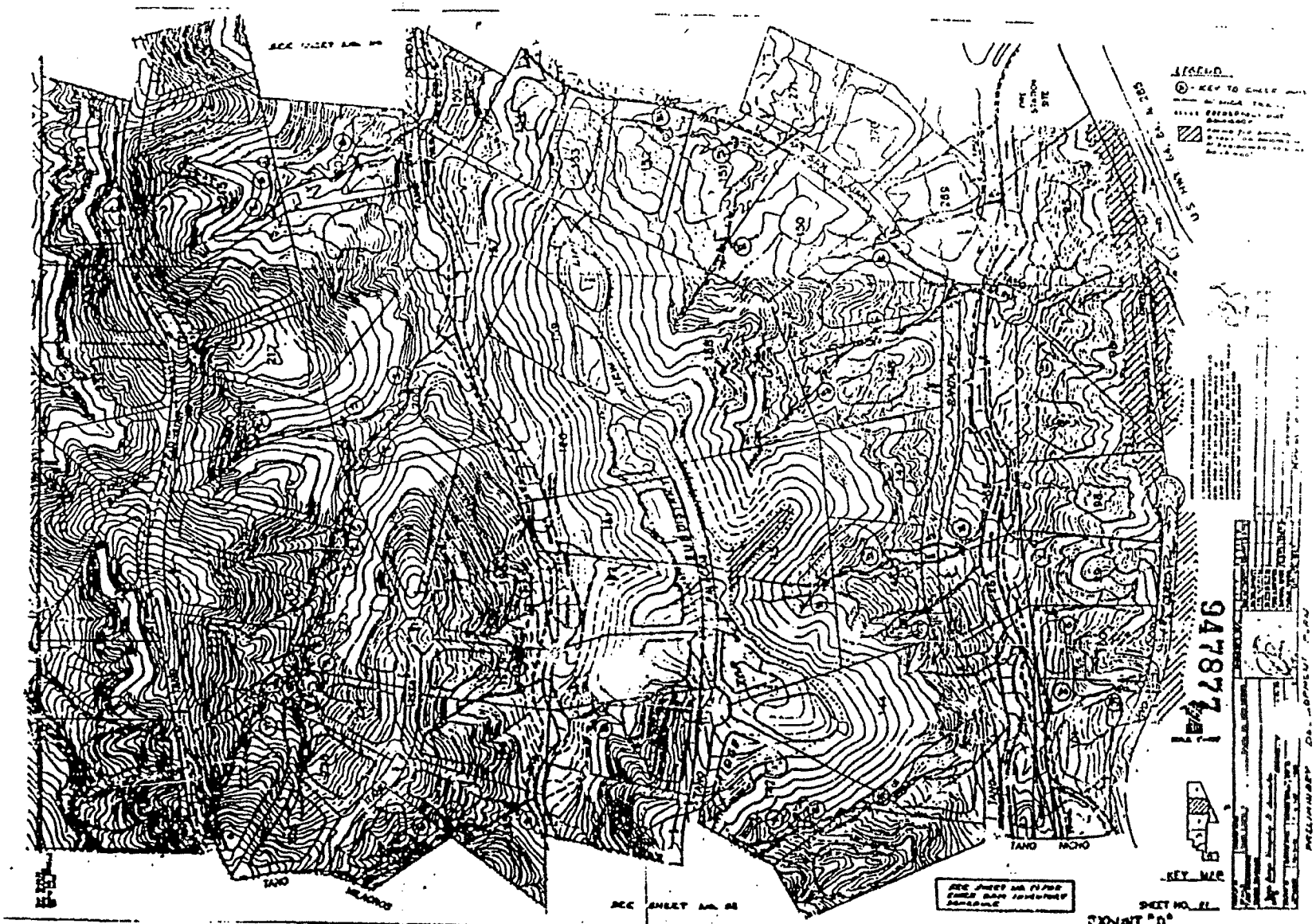


947873

LEGEND
KEY MAP
947874
EXHIBIT "D"


DESCRIPTION OF AREA SOILS
OFF-SITE DRAINAGE CONDITIONS
AREA SOILS
EXISTING DRAINAGE CONDITIONS
LEGEND
947873
PRELIMINARY DEVEL. ST PLAN
EXHIBIT "D"
SHEET

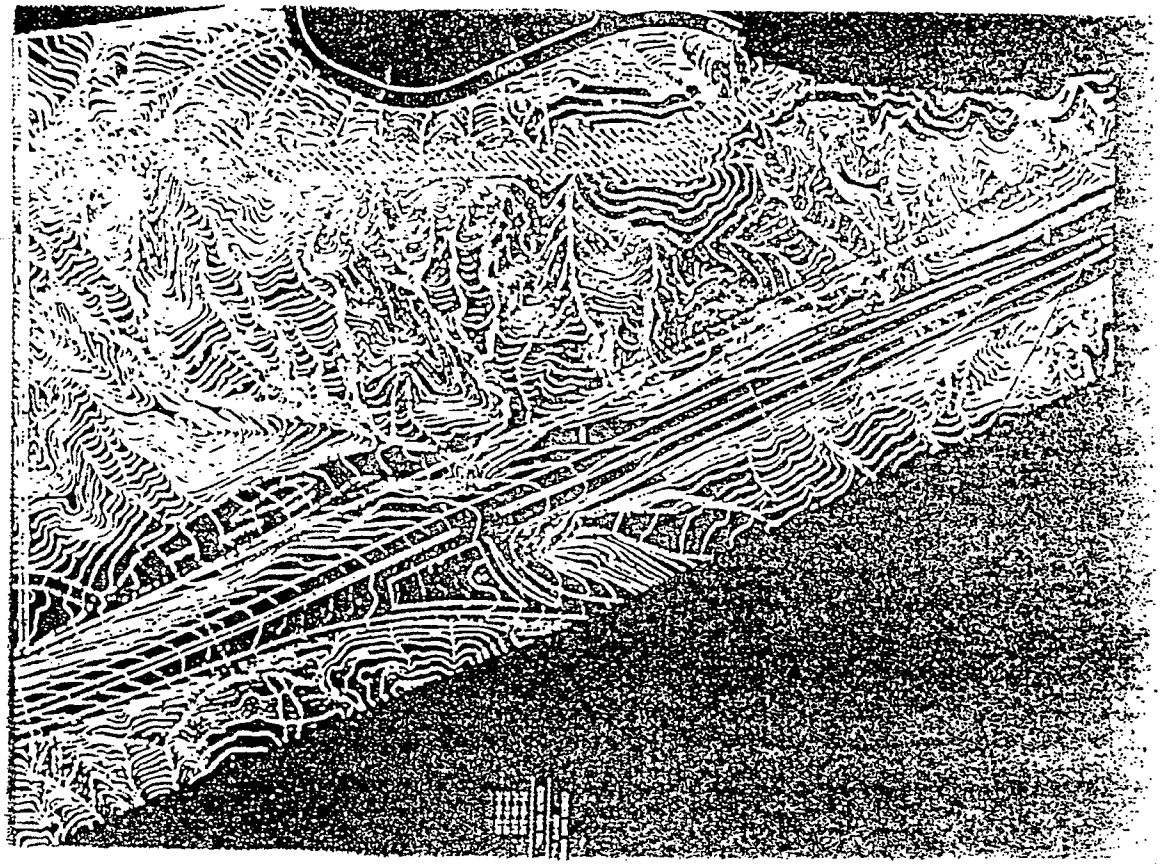

KEY MAP
947876
SEE SHEET NO. 21
EXHIBIT "D"
SHEET NO. 29

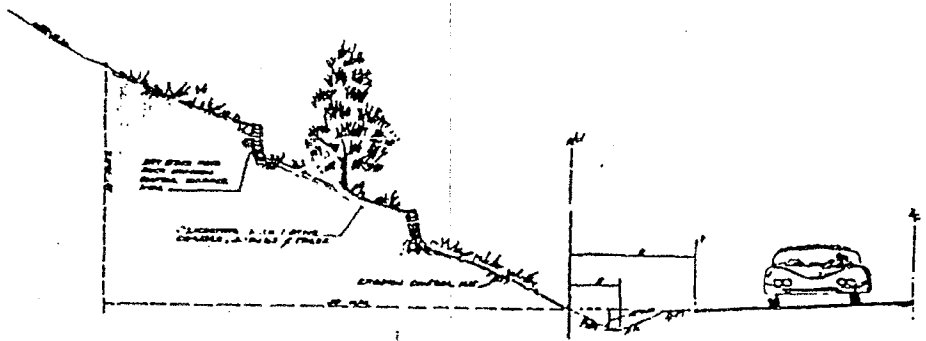

LEGEND
KEY MAP
SHEET NO.
EXHIBIT "D"
TANO
NICHO
947877

947878

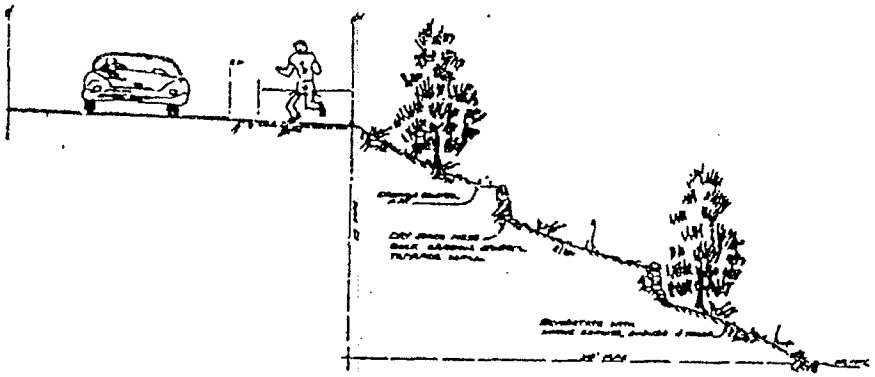
947879

94788

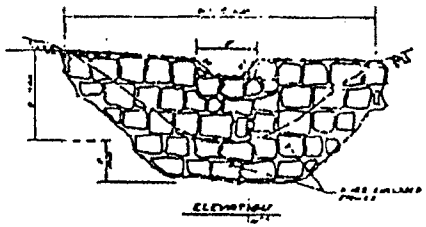




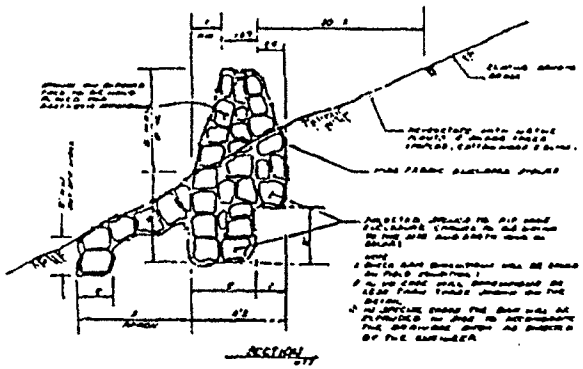
2:1 CUT SLOPE GREATER THAN 5' HIGH



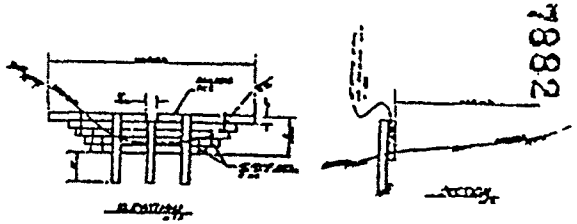
2:1 FILL SLOPES GREATER THAN 5' HIGH



ELEVATION



ROCK CHECK DAM

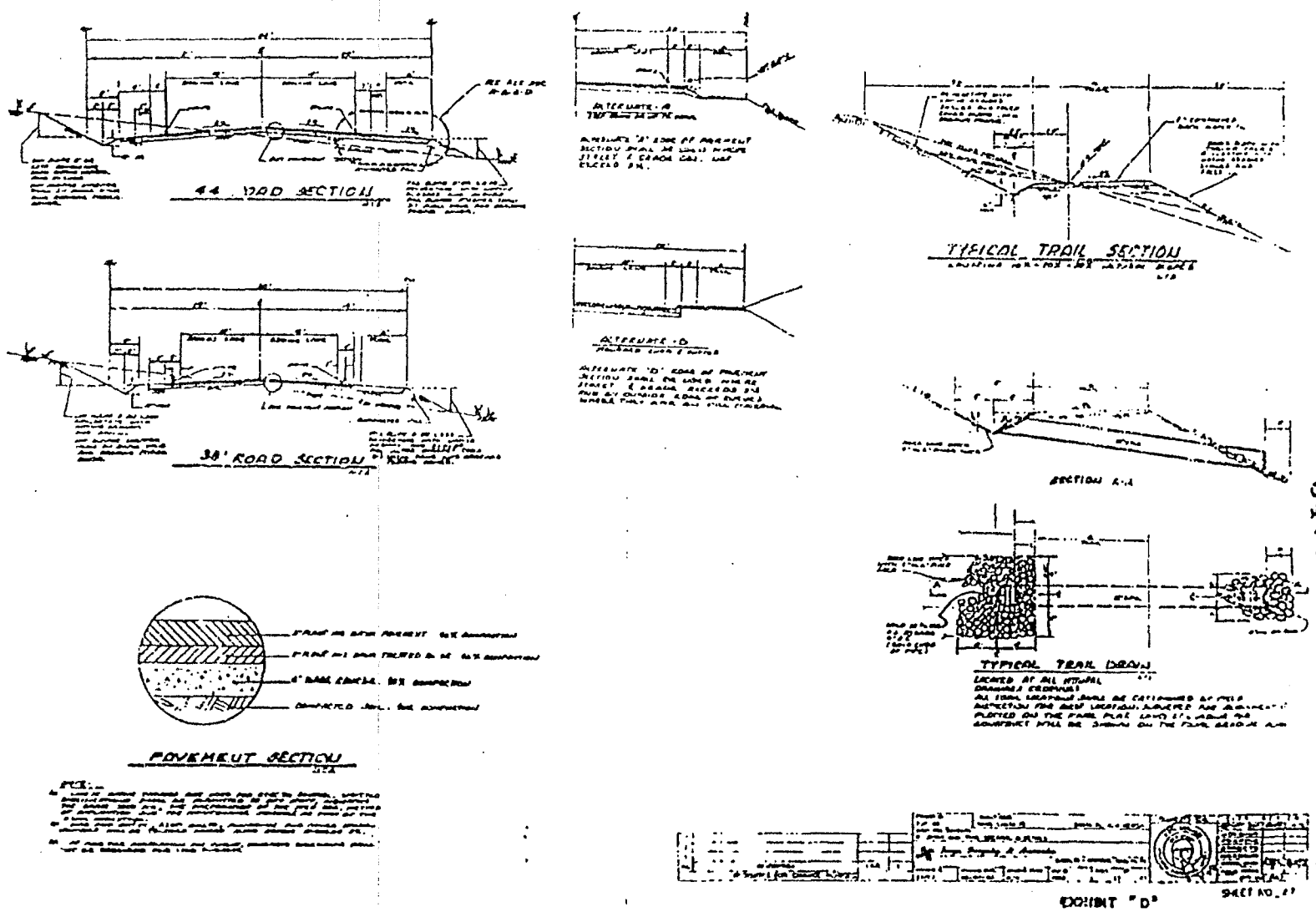


RAILROAD TIE CHECK DAM

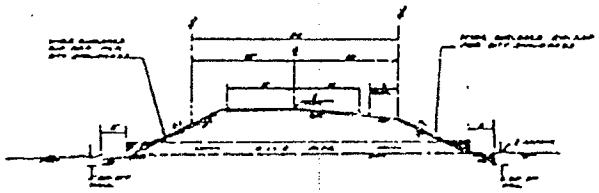
947882

EXHIBIT "D"

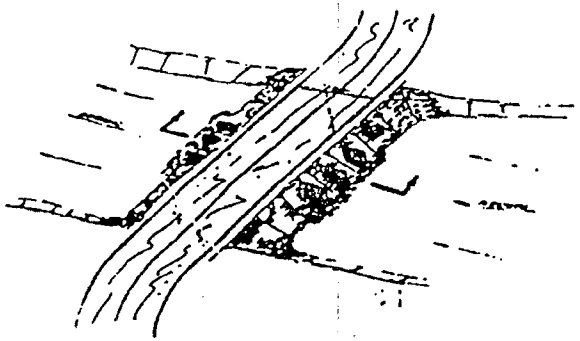
SHEET NO. 11


44' ROAD SECTION
38' ROAD SECTION
PAVEMENT SECTION
ALTERNATE - A
ALTERNATE - B
TYPICAL TRAIL SECTION
SECTION A-A
TYPICAL TRAIL DRAIN
EXHIBIT "D"
SHEET NO. 27

947883



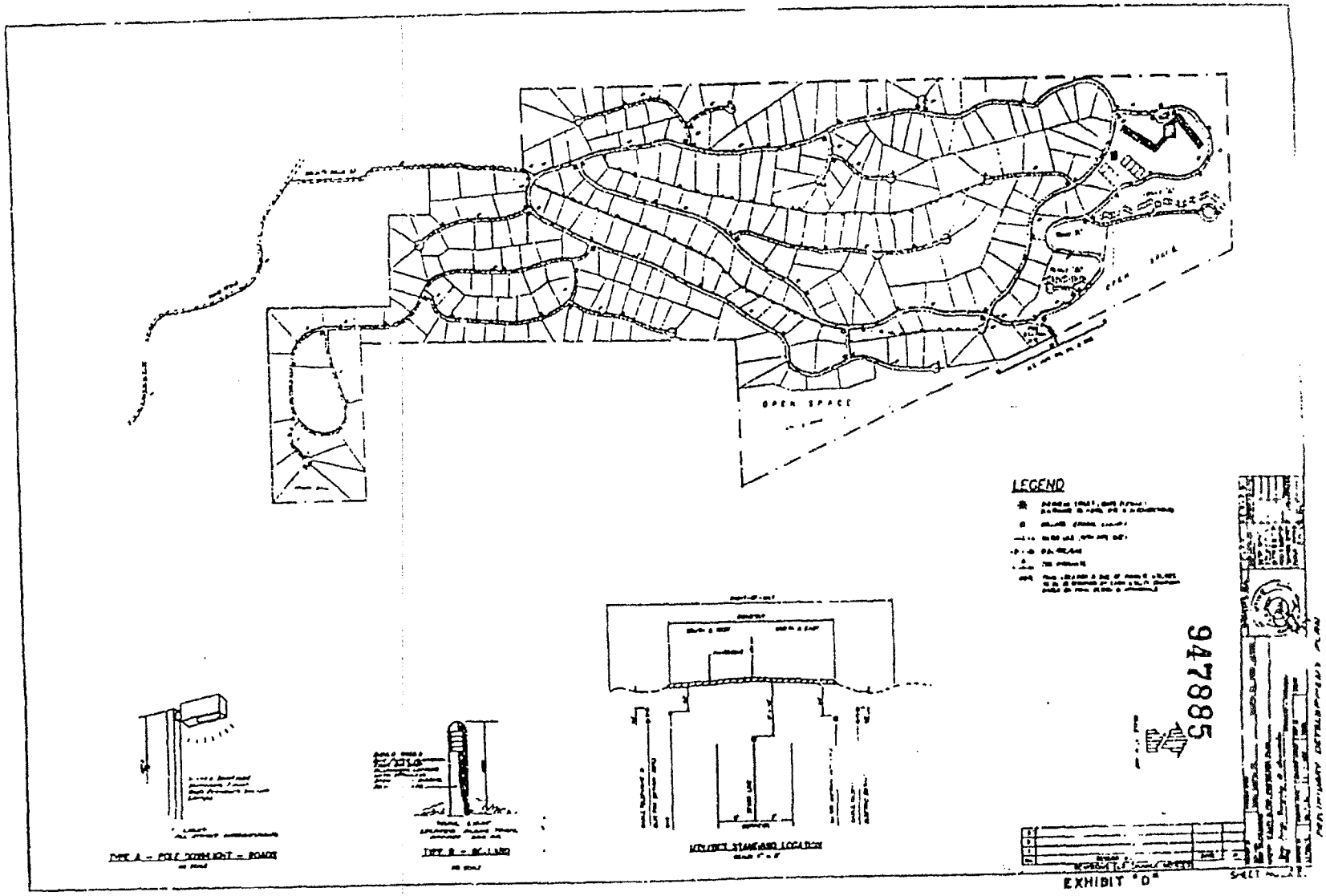
SECTION



TYPICAL ARROYO CROSSING

947884

EXHIBIT "D"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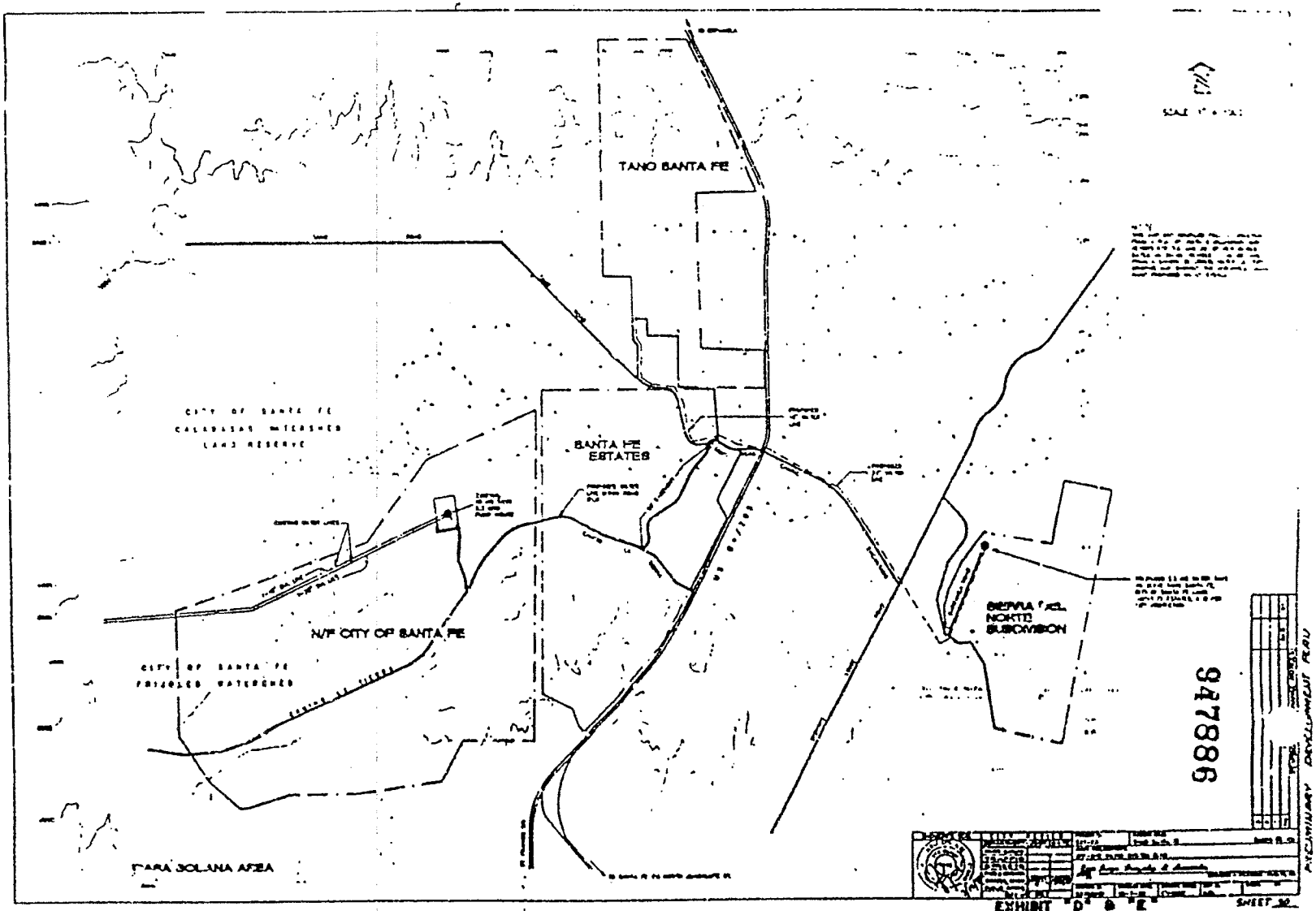
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SANTA FE ESTATES
N/F CITY OF SANTA FE
CITY OF SANTA FE CALABASAS WATERSHED LAND RESERVE
CITY OF SANTA FE FRIJOLES WATERSHED
SIERRA DEL NORTE SUBDIVISION
PARA SOLANA AREA
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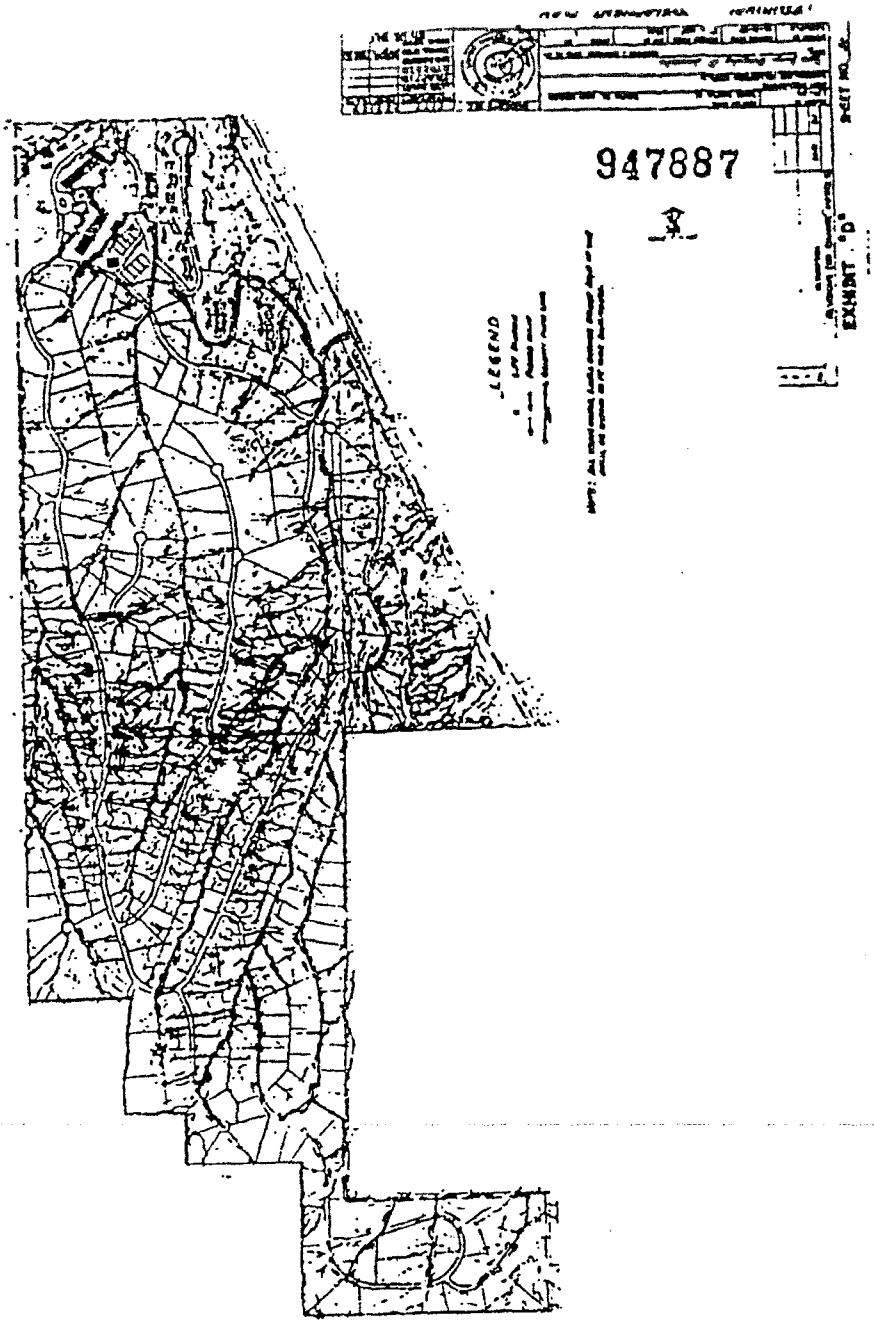
EXHIBIT "D" & "E"
SHEET 30
PRELIMINARY DEVELOPMENT PLAN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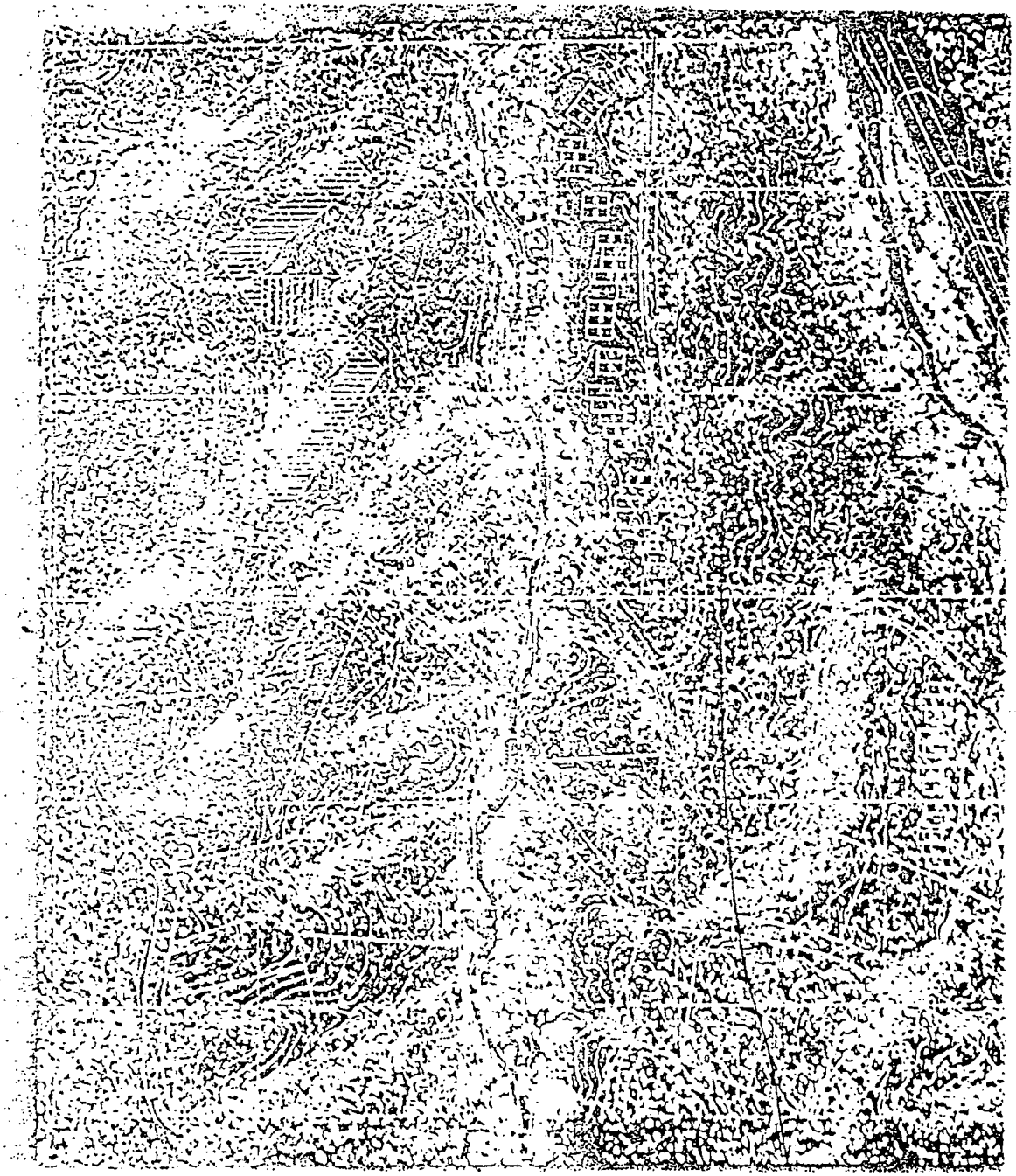

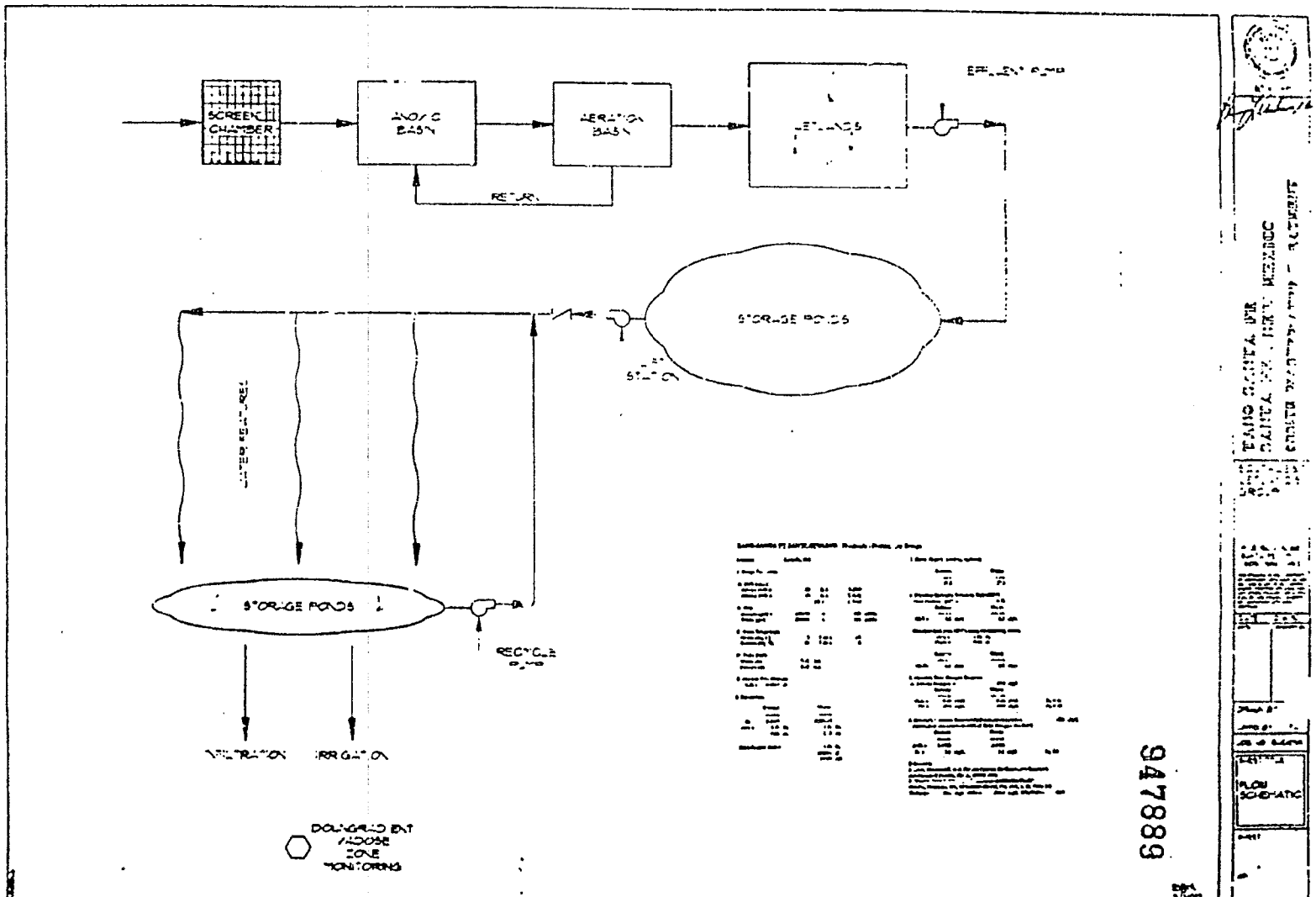
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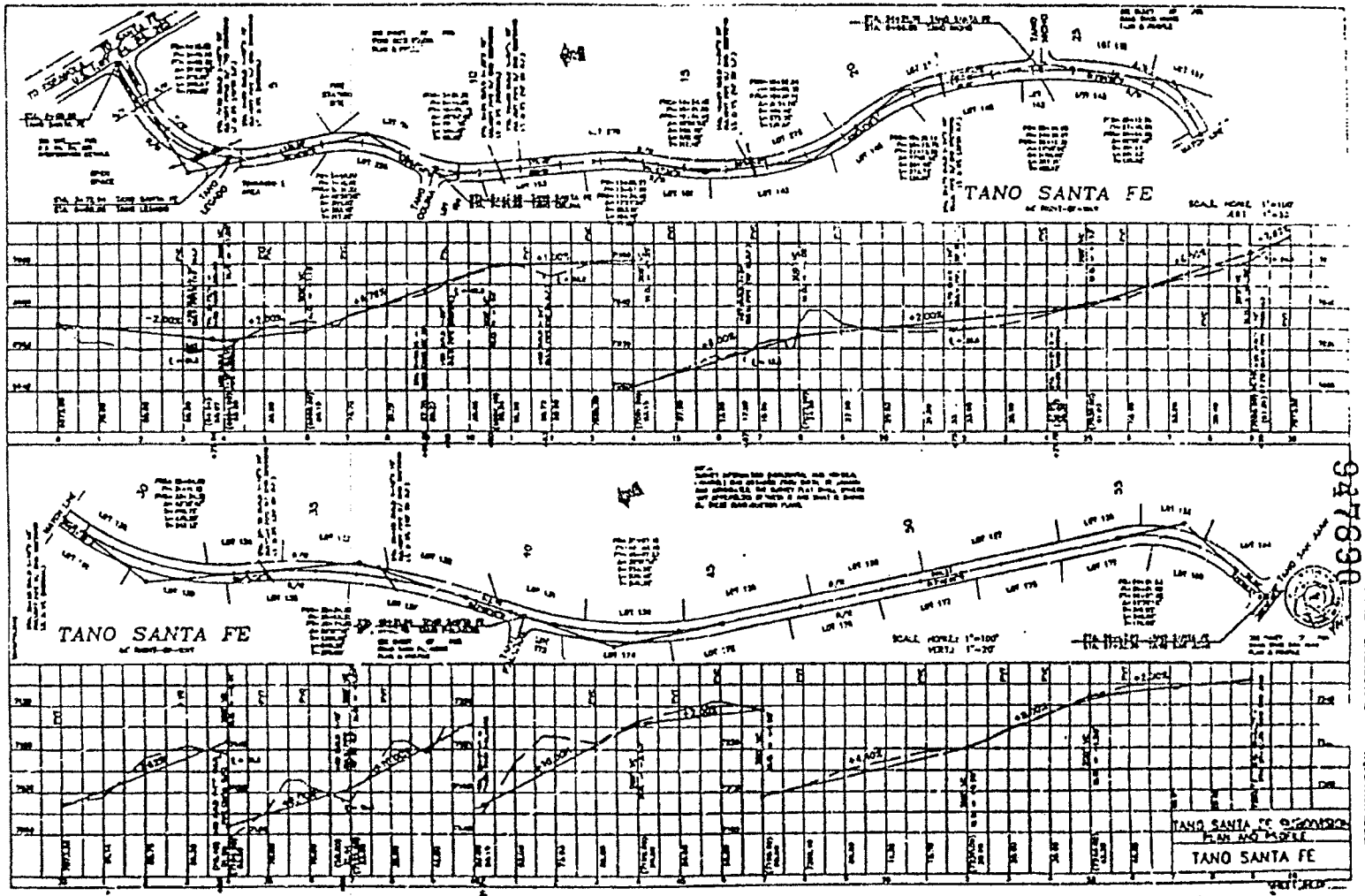
FLOW SCHEMATIC

EXHIBIT "D"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PLAN AND PROFILE
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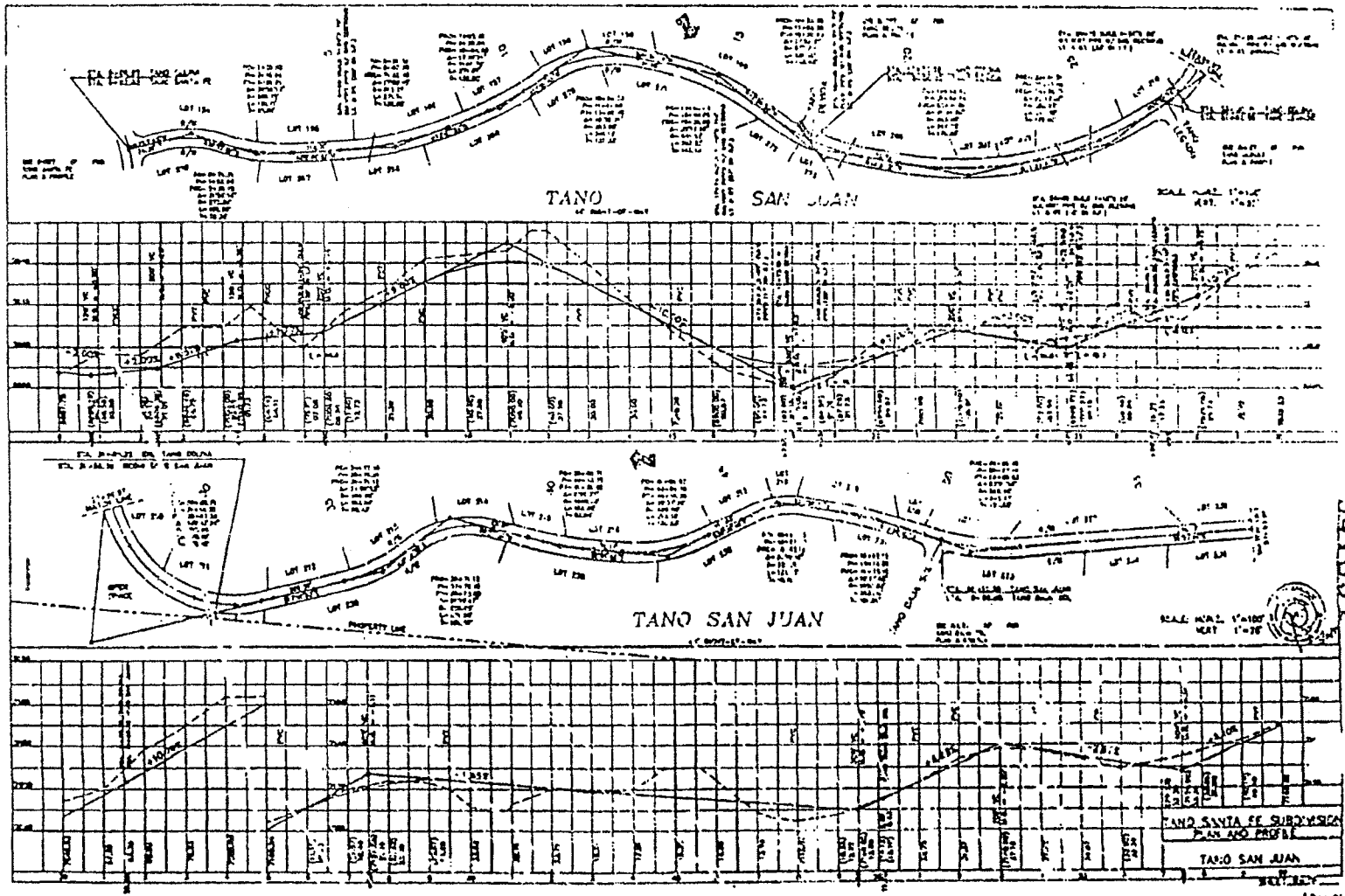
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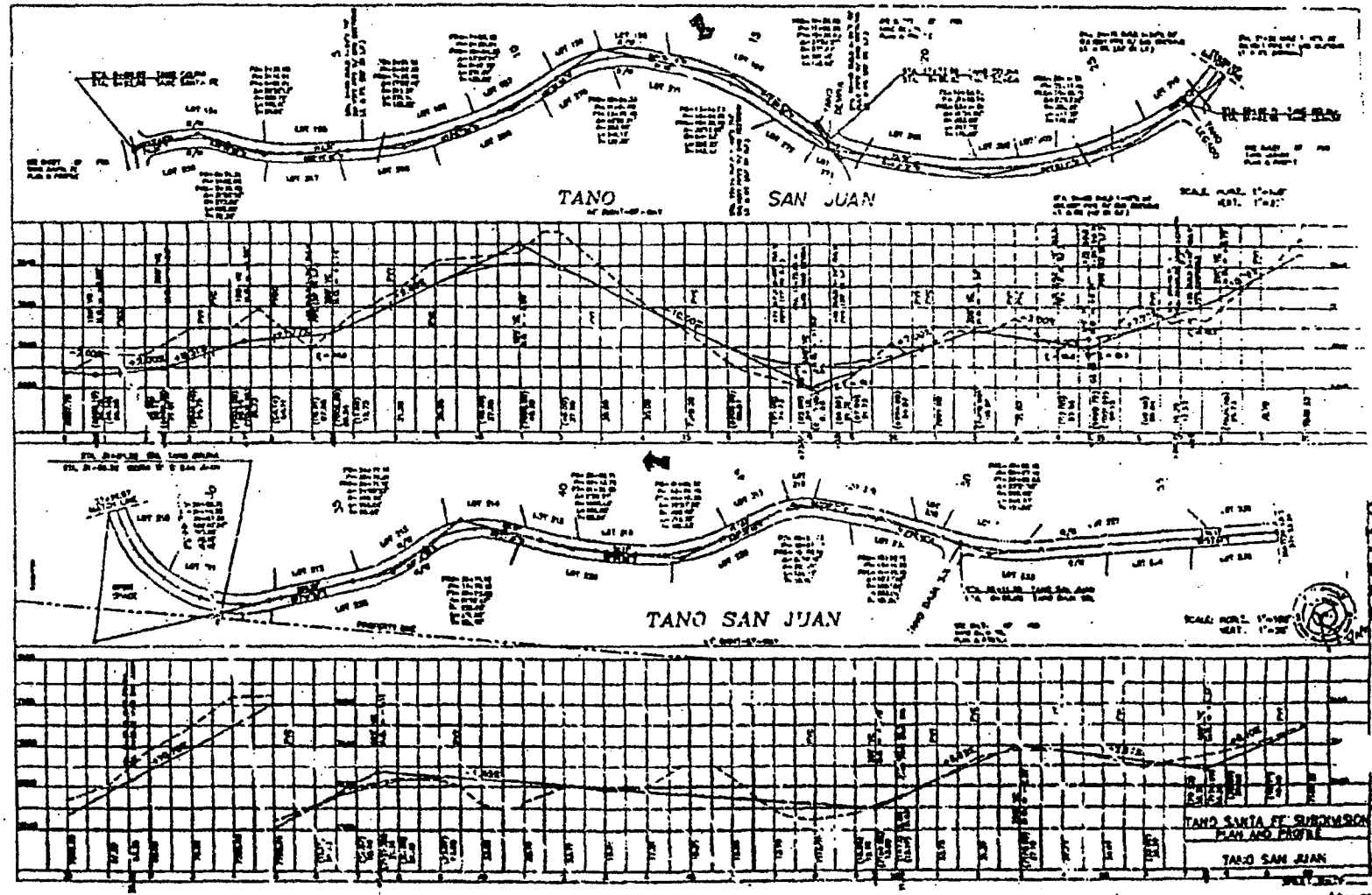
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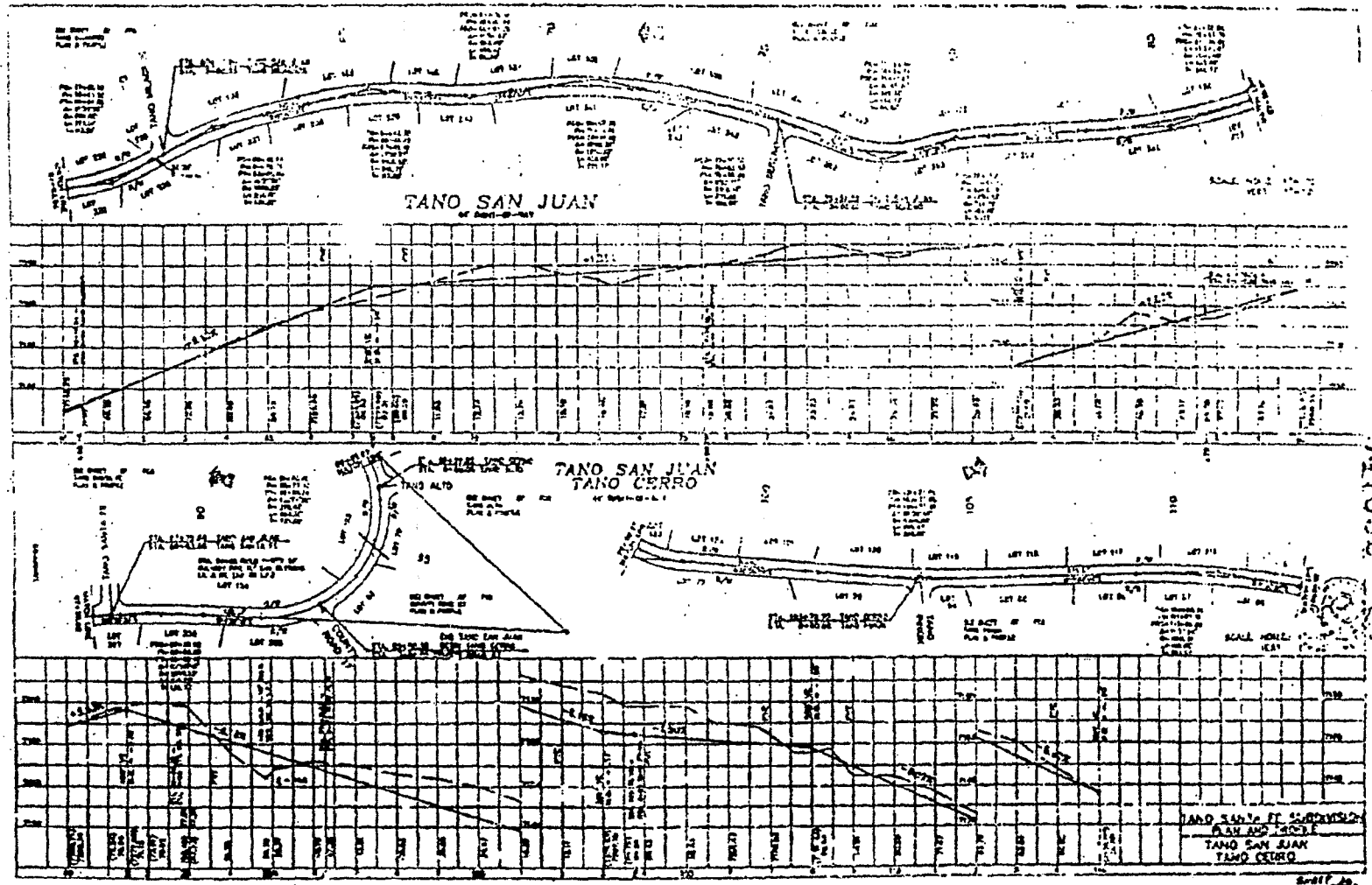

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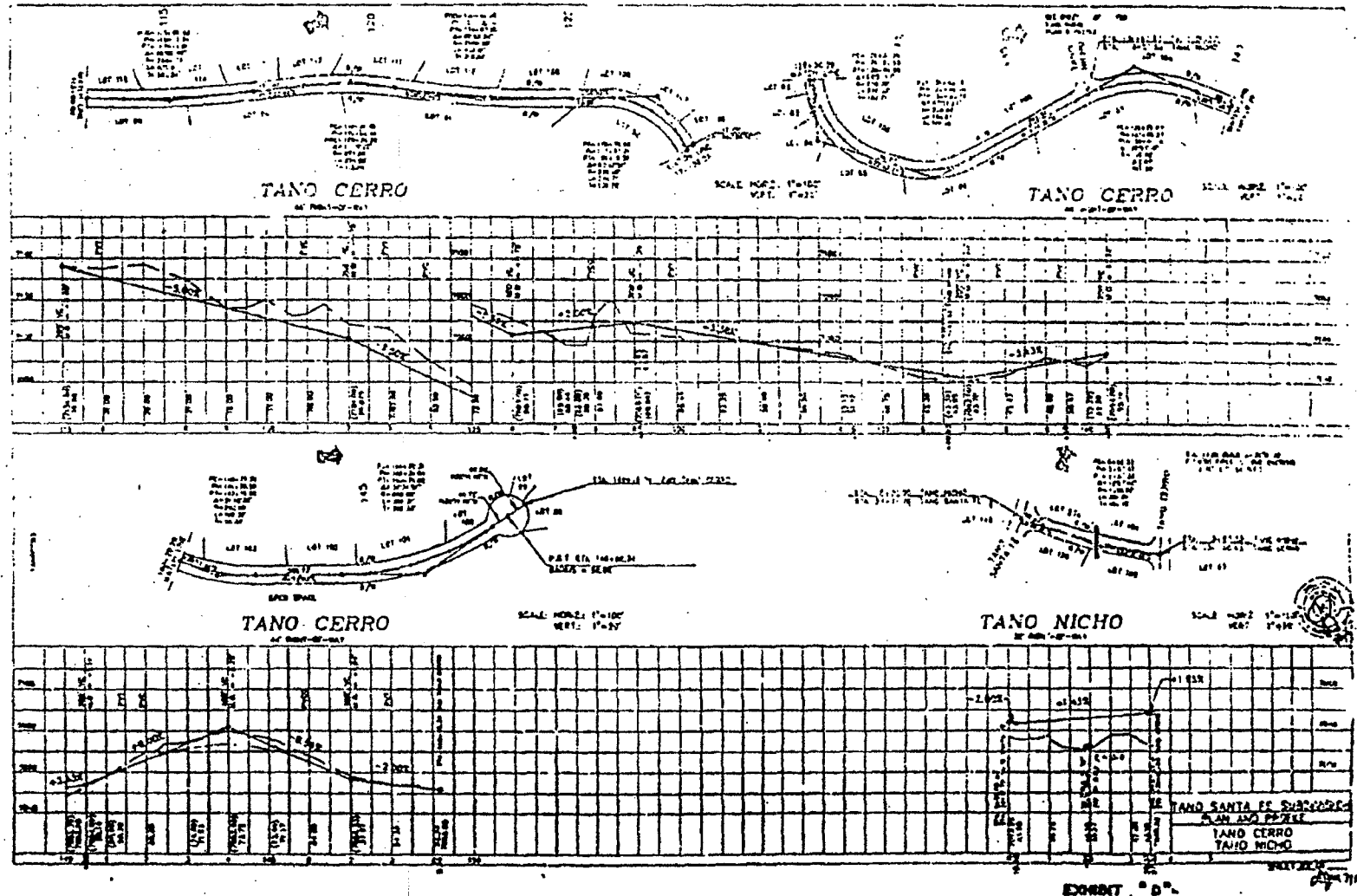

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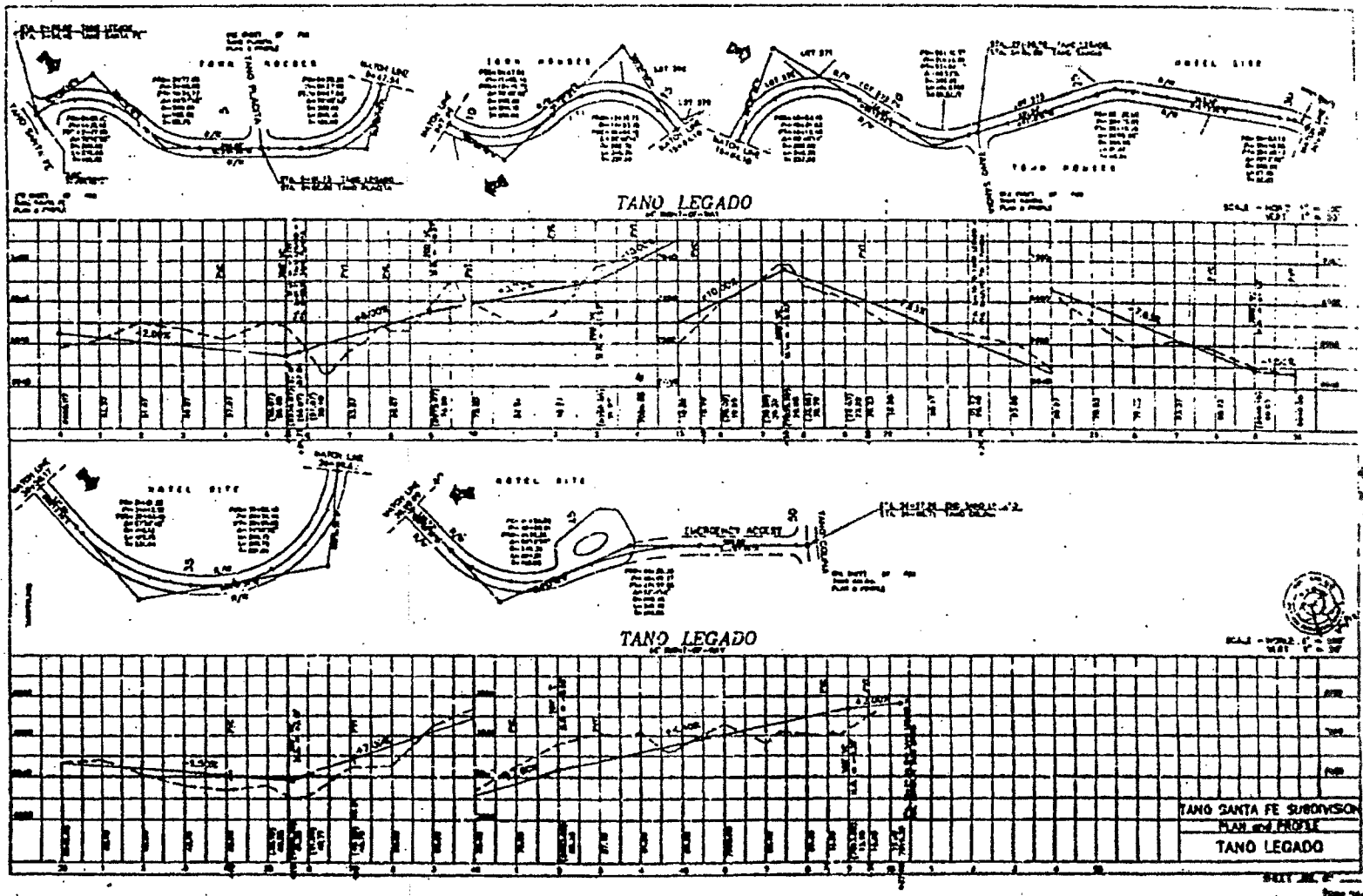

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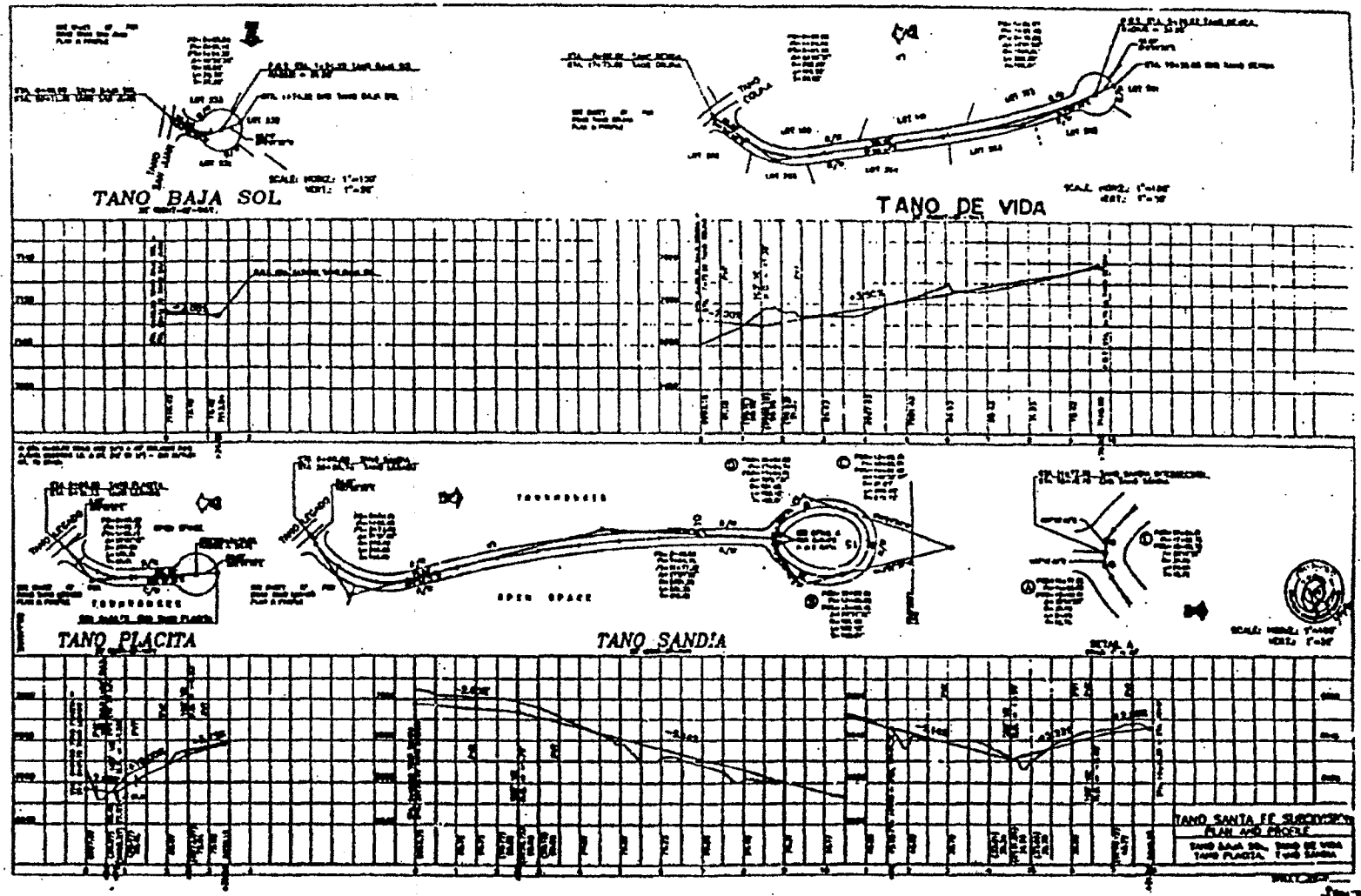

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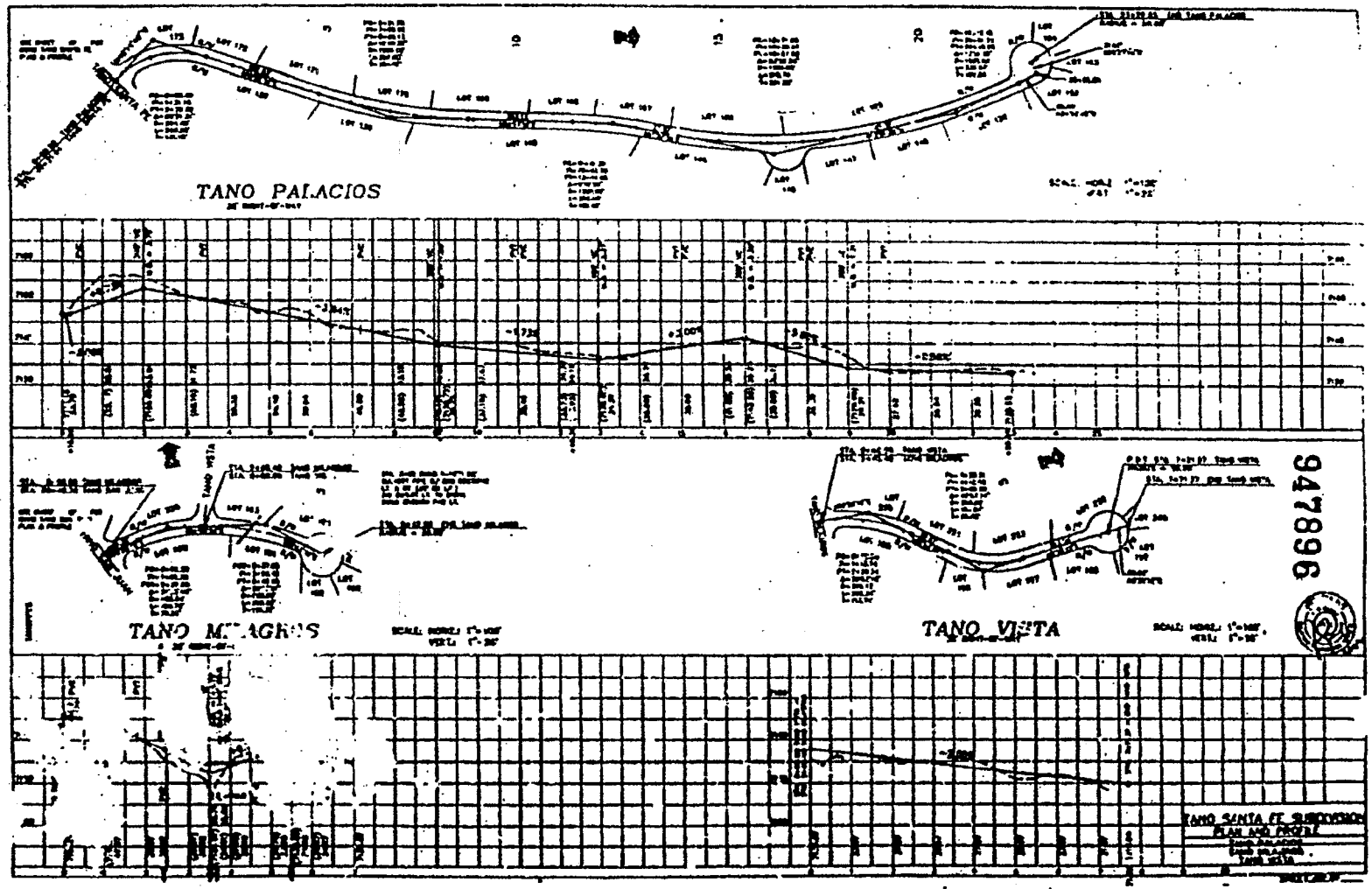

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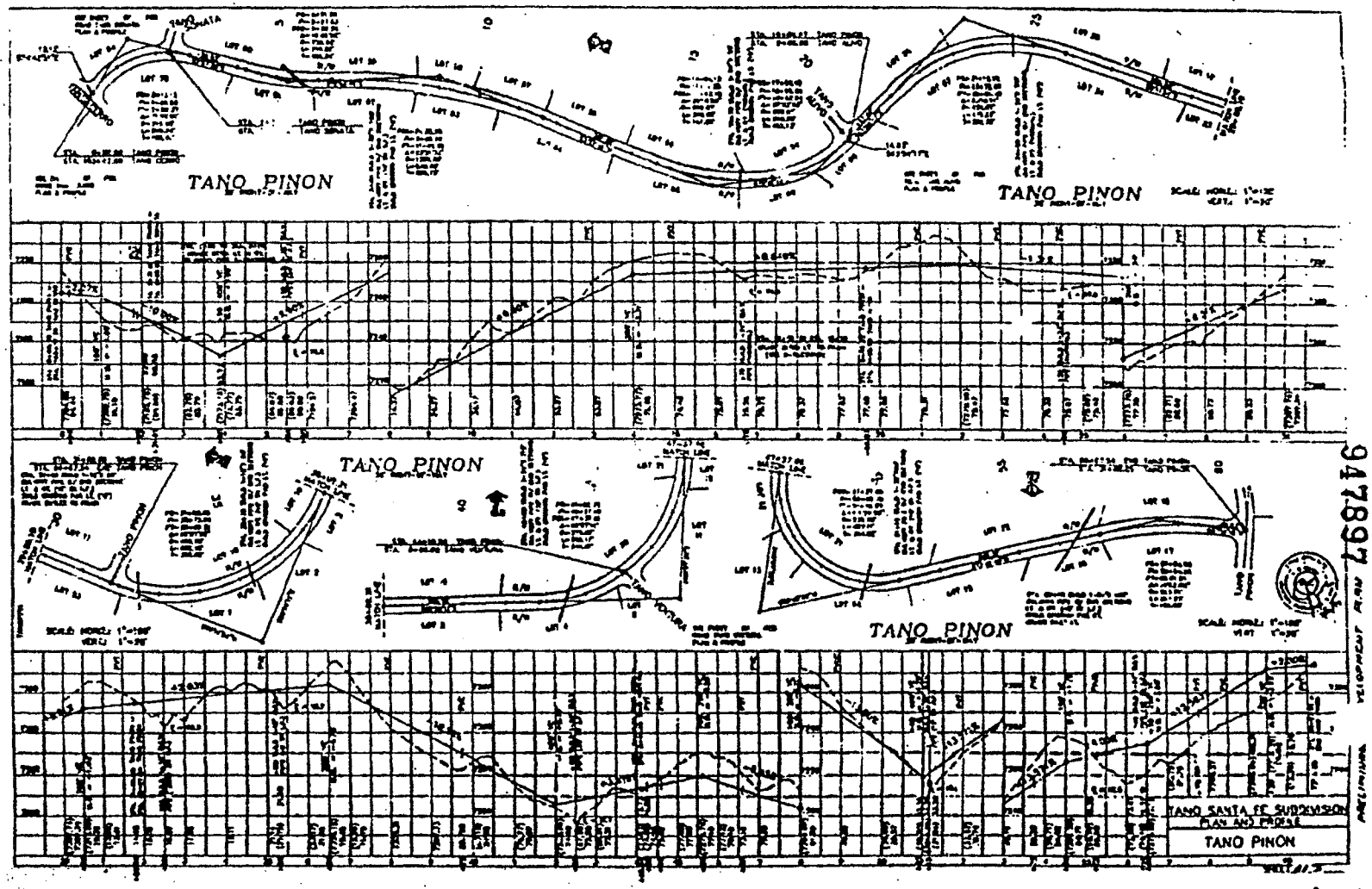

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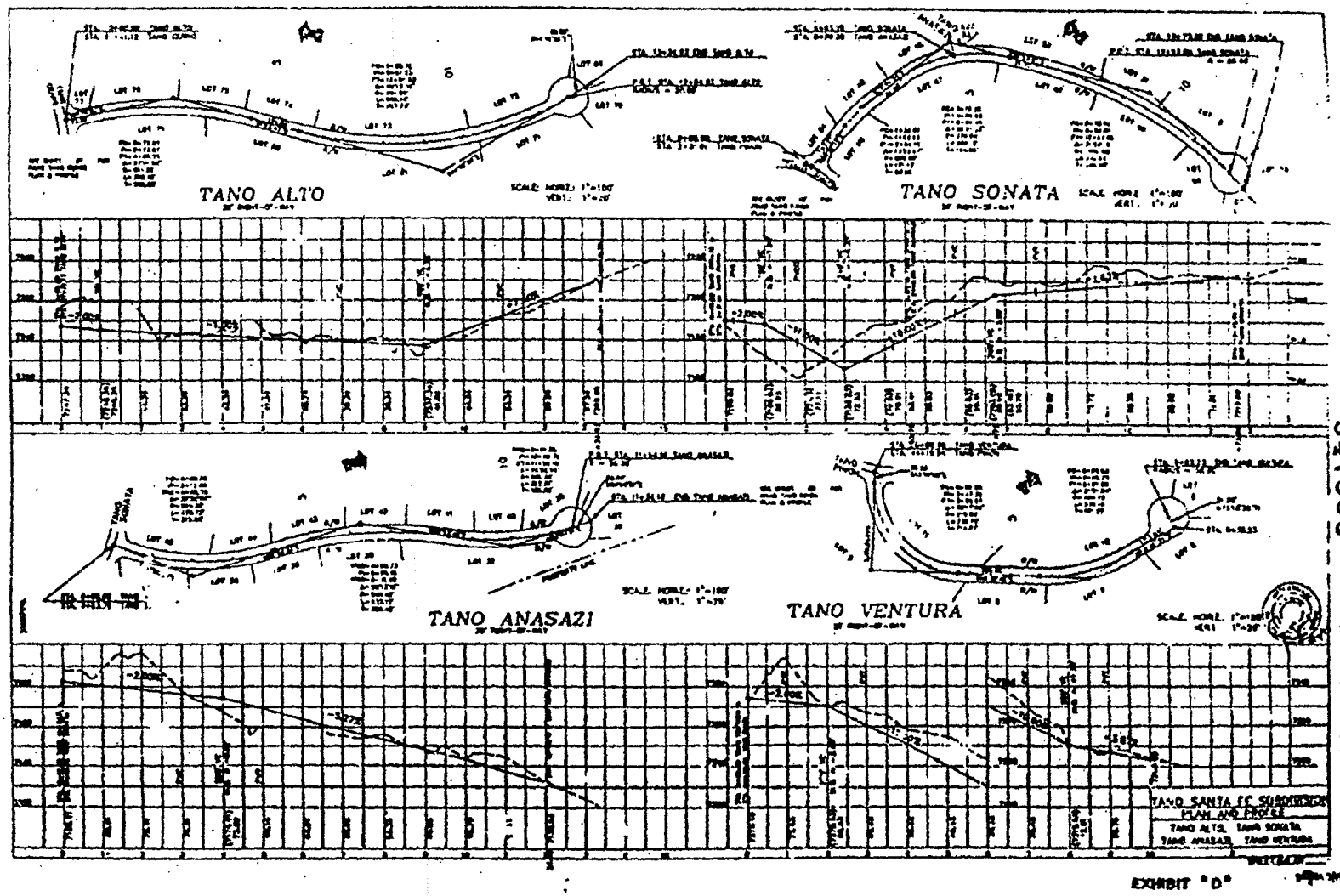

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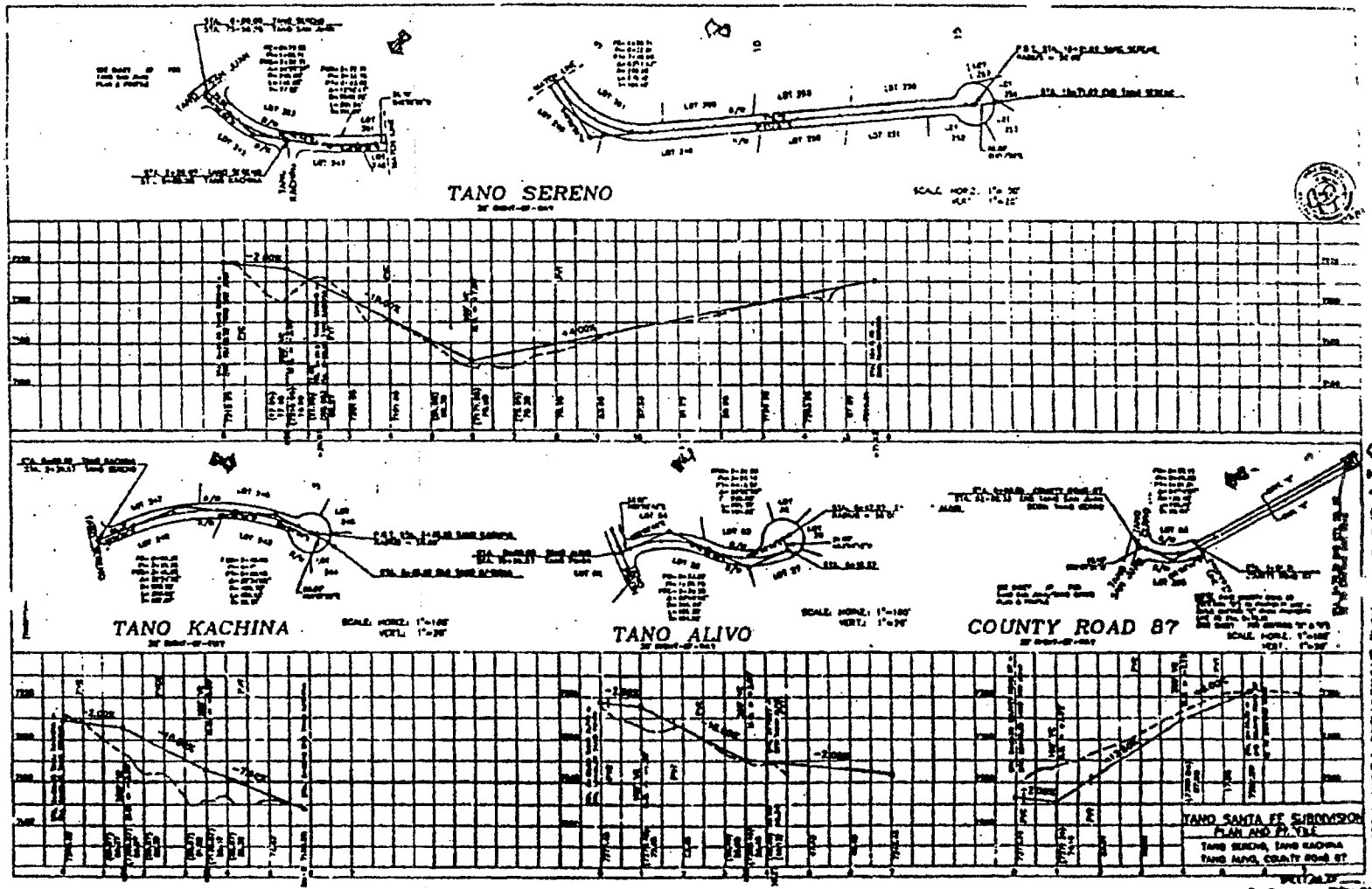

EXHIBIT "D"

947899

: :CIAL POWER OF ATTORNEY

947900

KNOW ALL MEN BY THESE PRESENTS: That Tano Santa Fe Partners, a New Mexico Partnership (principal) hereinafter collectively "principal"), constitutes and appoints Stephen R. Fiance to be principal's true and lawful attorney in fact to act for principal and in principal's name, place and stead and for principal's use and benefit, to execute the following documents on behalf of principal:

- Revised Annexation Plat of Survey for Lands of Tano Santa Fe Partners, prepared by Smith Williamson & Associates, January 1987, Project #2666;

- Tano Santa Fe Subdivision Master Plan, prepared by The Fiance Company, Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992;

- Preliminary Subdivision Plan Submittal for Tano Santa Fe Planned Residential Resort Community, revised December 11, 1992 prepared by The Fiance Company , Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992; and

- Preliminary Development Plan Submittal for Tano Santa Fe Planned Residential Resort Community, revised December 11, 1992, prepared by The Fiance Company, Smith & Williamson Surveying Service, Jorge Gonzales & Associates, approved by the City Council, City of Santa Fe, New Mexico at its meeting of October 21, 1992.

Principal hereby grants to said attorney in fact full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with execution and delivery of any of the foregoing documents, as fully, to all intents and purposes, as principal might or could do if personally present, hereby ratifying and confirming all that our said attorney in fact shall lawfully do or cause to be done by authority hereof, including initialing or executing various other plans and plan related documents approved by the City with respect to the principal's annexation and City of Santa Fe approval of principal's 610 acre project known as Tano Santa Fe.

Wherever the context so requires, the singular number includes the plural.

WITNESS my hand this 1st day of JULY, 1993

TANO SANTA FE PARTNERS
By: Wilma South Corporation
general partner

By: _____
Joseph M. Bowman, its agent

CALIFORNIA ALL-PURPOSE A NOWLEDGMENT

State of CALIFORNIA
County of VENTURA

947901

On July 1, 1993 (DATE) before me, Jonna L. Lemuz - "Notary Public" (NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Joseph M. Bowman (NAME(S) OF SIGNER(S))

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

OFFICIAL SEAL
JONNA L LEMUZ
Notary Public-California
VENTURA COUNTY
My Commission Expires
May 14, 1996

WITNESS my hand and official seal.

Jonna L. Lemuz
SIGNATURE OF NOTARY

OPTIONAL SECTION
CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

☐ INDIVIDUAL
☐ CORPORATE OFFICER(S)
_____ (TITLE(S))
☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))
TANO SANTA FE PARTNERS

OPTIONAL SECTION

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

TITLE OR TYPE OF DOCUMENT Special Power of Attorney
NUMBER OF PAGES -1- DATE OF DOCUMENT July 1, 1993
SIGNER(S) OTHER THAN NAMED ABOVE _____

©1992 NATIONAL NOTARY ASSOCIATION • 8236 Remmet Ave., P.O. Box 7184 • Canoga Park, CA

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(3)

AMENDMENT #1 TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT

Pursuant to Section 11.11, Further Assurances, of that certain 1993 Annexation and Development Agreement ("Agreement") between the CITY OF SANTA FE, NEW MEXICO, a New Mexico municipal corporation (hereinafter "City"), and TANO SANTA FE PARTNERS, a California Limited Partnership (hereinafter "Developer") dated May 5, 1993 as well as pursuant to the mutual agreement of the City and the Developer, that Agreement is amended and the parties agree as follows:

Article 2, Section 2.19 is deleted.

Article 5, Section 5.6, is amended to read:

5.6 Fire Protection Services Facility: Developer shall dedicate the Fire Protection Services Facility Site (FPSFS) to the City for use as open space or as a future site for the construction of fire protection service facilities, upon recording of the Final Subdivision Plat for Phase I of the Project. Developer shall not construct a fire station upon FPSFS.

Article 5, Section 5.6, Subsection 5.6.1 is amended to read:

5.6.1 Developer shall retain a one hundred foot (100') easement for landscaping, signs, walls, monuments and other facilities customarily erected at the entrance to a major subdivision, such easement to be parallel to the interior subdivision road abutting the FPSFS and state highway 84/285 for so long as the FPSFS is used as open space by the City of Santa Fe. Should the City utilize the FPSFS for any purpose other than open space, Developer shall retain a twenty-five foot (25') easement parallel to the roads abutting the FPSFS, from the original one hundred foot (100') easement and Developer shall deliver a quitclaim deed to the City surrendering all other rights in the original one hundred foot (100') easement.

Article 5, Section 5.6, Subsection 5.6.2 is amended to read:

5.6.2. Should the City opt to construct the Fire Protection Services Facility, the City shall bear the burden of all expenses incurred and shall not require the Developer to assume the cost.

Article 5, Section 5.6, Subsection 5.6.3 is deleted.

Article 5, Section 5.6, Subsection 5.6.4 is deleted.

That in all other respects the Agreement dated May 5, 1993, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment to 1993 Annexation and Development Agreement on this 27 day of July, 1994.

CITY OF SANTA FE

DEBBIE JARAMILLO, MAYOR

ATTEST:

FRANCES ROMERO GRIFFIN, CITY CLERK

DEVELOPER:
TANO SANTA FE PARTNERS
BY: WILMA SOUTH CORPORATION,
GENERAL PARTNER

By: President

APPROVED AS TO FORM:

Gerald Gonzales, for
DIANNE DeLAYO, DEPUTY CITY ATTORNEY

/mdb

AMENDMENT NO. 2
TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE

This AMENDMENT NO. 2 dated October 11, 1995, ("Amendment"), is made to that certain Annexation and Development Agreement between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter "City"), and Tano Santa Fe Partners, a California limited partnership (hereinafter "Developer") dated May 5, 1993, as amended by Amendment No. 1 dated July 27, 1994 (the "Agreement").

Pursuant to Section 11.11 of the Agreement, for good and valuable consideration and upon mutual agreement of the City and the Developer the Agreement is amended as follows:

1. Section 2.14 of the Agreement is amended to read in its entirety as follows:

2.14 Escarpment District Lots: Residential lots within the project, portions of which are located within the Escarpment District and numbered 2, 3, 4, 8, 9, 10, 11, 13, 14, 15, 78, 79, 80, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 121, 122, 123, 124, 125, 126, 127, 128, 129, 135, 136, 137, 138, 142, 144, 145, 153, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 255, 256, 273, and Tract B on the Approved Plans (specifically, the Preliminary Subdivision Plat dated October 1992, by Smith, Williamson & Associates), some of which lot numbers have been superseded by Final Subdivision Plats and Development Plans for Phases I and II approved by the City, and the remaining of which lot numbers will be superseded upon approval by the City of Final Subdivision Plats

and Development Plans for Phases III and IV.

2. Section 2.16 of the Agreement is deleted in its entirety.

3. Section 2.37 of the Agreement is amended to read in its entirety as follows:

2.37 Water Facilities: A four million (4,000,000) gallon storage tank to be constructed on the water tank site, together with a pump station and related transmission and distribution lines.

4. Section 2.39 of the Agreement is amended to read in its entirety as follows:

2.39 Water System Extension Agreement: That Agreement dated May 18, 1993, between Sangre de Cristo Water Company (hereinafter "Water Company") and Tano Santa Fe Partners entitled "Northwest Quadrant Water System Extension Agreement", the obligations of that Agreement now having been assumed by the City of Santa Fe pursuant to its purchase of the Water Company.

5. Section 4.2 of the Agreement is amended to read in its entirety as follows:

4.2 Impact Fee Ordinance: Notwithstanding Paragraph 4.1 above, the City's Impact Fee Ordinance which became effective April 1, 1991 (and all valid and enforceable future ordinances establishing comparable fees) shall apply to the Project, provided the fee ordinance (a) is applicable City-wide to all development projects, (b) does not pertain to the same entitlement or condition for which another fee is payable under this Agreement, and (c) operates prospectively only. However, in no event shall the

Developer or the Project be subject to any Development Fee (including an impact fee) for a City improvement or service which Developer is required to provide or otherwise pay for under this Agreement, including, but not limited to, fees for park and open space, fire protection, and domestic water.

6. Section 5.3 of the Agreement is amended to read in its entirety as follows:

5.3 Wastewater Disposal System: Developer shall design and construct a low and high pressure wastewater collection system to connect with the City's gravity flow sewer system. The entire system and all manufacturers and suppliers of components and parts for the system are subject to approval by the City Public Utilities Department. The Developer agrees to provide in its purchase contracts with the manufacturers for all mechanical equipment and parts for the system a provision that the manufacturer keep in stock such equipment, including grinder and lift station pumps and parts sufficient to service the full, phased development and to provide replacement of parts and equipment as necessary. The maintenance of the mechanical equipment at each location will be provided by the manufacturer (or manufacturer's designee approved by the City) or the City (or the City's designee). Upon construction of the wastewater system and inspection and approval of the system by the City, the City agrees to accept dedication of the entire system including the lines, grinder pumps, panels and all other equipment on individual lots at the point of discharge into the individual lot grinder pump. The City shall then commence

operation of and assume responsibility for maintenance of each phase of the system, in conformity with the manufacturer's guidelines and all applicable federal, state, and local standards. The Developer agrees to provide the City with all manufacturers' warranties for mechanical components of each phase of the system for a period of one year following acceptance of the completed phase by the City. The City shall comply with any ordinance establishing a wastewater assessment district or by other agreement with the Developer cooperate in order to recover the costs associated with the operation and maintenance of the wastewater system. The City shall collect the sewer assessment fees from each homeowner by regular City billing. Developer shall establish a $30,000.00 operating fund to cover actual City costs associated with operation of the system prior to annual assessments reaching a level sufficient to fully cover the cost of operation and maintenance of the system. Thereafter, any remaining funds shall be the property of Developer and shall be refundable to the Developer. The covenants and restrictions for the subdivision and the wastewater assessment district ordinance shall provide for assessments to compensate the City for (1) on-site operational costs of the wastewater system; (2) special costs for maintenance; and (3) repair and replacement of pumps and other equipment. Each individual lot owner shall be responsible for the power costs required for operation of the grinder pump for that lot.

7. Section 5.3.1 of the Agreement is amended to read in its entirety as follows:

It is agreed that the wastewater system may be constructed in phases along with the phasing of the construction of the project, and the City shall inspect each such phase when accepted, and thereafter operate and maintain each such phase together with all previously accepted phases of the wastewater system. Inspection of construction at each phase shall be performed by a professional engineer, duly registered in the State of New Mexico. Upon completion of construction, the engineer shall certify in writing that such inspection was performed and that the project was completed in accordance with the approved plans and specifications. Prior to the City's acceptance of any phase for dedication, the Developer shall submit to the City five (5) sets of O & M (operation and maintenance) manuals for all mechanical equipment that is part of that phase and five (5) sets of record (as-built) drawings for the phase.

8. Section 5.3.2 of the Agreement is amended to read in its entirety as follows:

Developer shall construct the wastewater system in conformity with the agreements herein and to provide the City a Construction Performance Completion Bond or other adequate financial assurances as provided in Section 14-86.3(F) SFCC 1987.

9. Section 5.4 of the Agreement is amended to read in its entirety as follows:

5.4 Off-Site Water Facilities: The Developer and the City shall design and construct the water facilities in accordance with the Water System Extension Agreement and pursuant to that letter

dated August 25, 1995, and addressed to Mr. Michael J. Henke, Director of PNM Water Services; that letter is attached to this Amendment as Exhibit "A". The Developer shall cooperate with the City with regard to dedication or transfer of the Developer-provided water facility to the City so that no portion of the cost of the water facility, including the in-kind contribution of the water tank site, will become part of the City's rate base for Santa Fe consumers. The City shall provide developer, at no cost to Developer, with easements or licenses for construction of the water facilities on and across City-owned property and City rights-of-way.

10. Article 7 of the Agreement is amended by adding the following two sections at the end thereof:

7.4 Water Service: City water service will be provided to the project in accordance with generally applicable City ordinances, the terms of this Agreement, the Water System Extension Agreement and Exhibit "A" attached hereto.

7.5 Sewer Service: Sewage disposal service will be provided to the project in accordance with generally applicable City ordinances and the terms of this Agreement.

11. Section 11.12 of the Agreement is amended to read in its entirety as follows:

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage

prepaid, addressed as follows:

If to the City:
Mayor
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

With a copy to:
City Attorney
CITY OF SANTA FE
200 Lincoln Avenue
Santa Fe, New Mexico 87501

If to Tano Santa Fe Partners:
Charles D. Graham
President
WILMA SOUTH CORPORATION
780 Johnson Ferry Road, #250
Atlanta, Georgia 30342

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Annexation and Development Agreement dated May 5, 1993, as amended, as of the date first above written.

CITY OF SANTA FE

By: _____
DEBBIE JARAMILLO, MAYOR

Attest:

_____
CITY CLERK - YOLANDA Y. VIGIL

Approved as to legal form:

ASENATH M. KEPLER
CITY ATTORNEY

Developer:
TANO SANTA FE PARTNERS
by Wilma South Corporation, General Partner

By: _____
CHARLES D. GRAHAM
PRESIDENT

Tano Santa Fe Partners
780 Johnson Ferry Road
Suite 250
Atlanta, Georgia 30342

August 25, 1995

HAND-DELIVERED

Mr. Michael J. Henke, P.E., Director
PNM Water Services
P.O. Box 4670
Santa Fe, New Mexico 87502-4670

Re: Meeting of August 7, 1995; Northwest Quadrant Water System Extension Agreement dated May 18, 1993

Dear Mr. Henke:

This letter is intended to set forth the agreements arrived at as a result of our meeting to discuss the Northwest Quadrant Water System Extension Agreement dated May 18, 1993 ("Water Contract"). In attendance at the meeting were, yourself, myself, Tony Hurst, Emilie Dohleman, Douglas Sayre, Jorge Gonzalez, and Mike Hamman. PNM Water Services ("PNM") has approved the engagement by Tano Santa Fe Partners ("TSF") of Sayre Engineering to design, submit to bid and supervise the construction of the pump station and storage tank and of Jorge Gonzales & Associates to submit to bid and supervise the construction of the transmission mains and distribution lines for Tano Santa Fe Subdivision ("Subdivision"). TSF and PNM will employ Sayre Engineering to design the 4 million gallon water tank and pumps to City specifications in lieu of the previously approved 2.5 million gallon water tank.

At such time as TSF constructs a portion of the water line(s) in the Tano Road right-of-way to connect the Subdivision with the City's water line on Tano Road, then PNM will provide the Subdivision temporary (until such time as water is available to the Subdivision from the water system extension pursuant to the Water Contract) potable water from said 8-10 inch existing City water line. If flow and pressure is not sufficient from the line alone to provide fire protection, TSF may construct a temporary tank within the Subdivision to be filled from the same water line with coordination between TSF and PNM. Water quality past the master meter will be the sole responsibility of TSF until such time as the City accepts dedication of off-site improvements and of the Phase I and II Subdivision water system.

EXHIBIT
A

The Water Contract at page 7, paragraph 2.4, provides that TSF may provide PNM a schedule for its approval, not to be unreasonably withheld, for design and engineering of the portion of the project for which PNM has design responsibilities. The schedule proposed to PNM by TSF is four months beginning August 7, 1995, for PNM's portion of the design work. PNM has accepted and agreed to that time schedule. That means that TSF's design work and PNM's design work will be completed no later than December 7, 1995.

The City, PNM, and TSF have agreed on the route for the location of the transmission mains and distribution lines for the water extension project. Reference is made to the attached map labelled "Tano Transmission" on which the agreed upon route is marked in red. Although TSF has agreed to the route proposed, TSF does not want any delays as a result of these changes and the City has agreed to this condition. PNM agrees to exert all reasonable effort and assistance to obtain the easements for the agreed upon route by September 7, 1995, subject to normal PNM practice and policy (i.e., PNM will not be responsible for the cost of archaeological studies, environmental studies, other mitigation costs, or any other additional costs, including design costs, due to route changes). This includes assistance in obtaining agreement from Santa Fe Estates, the Gas Company, Sierra del Norte Subdivision, and any and all other affected landowners. Notwithstanding the foregoing, TSF and PNM acknowledge that (1) certain easements might not have been obtained by September 7, 1995, and (2) certain minor issues might remain unresolved in the easements that have been provided or obtained. It is agreed, therefore, that not later than September 7, 1995, PNM and TSF will jointly assess the feasibility of the proposed route marked in red ("Preferred Route") on the referenced attachment, and that, at TSF's option, PNM will either (1) proceed with its design and engineering for the Preferred Route or (2) proceed with its design and engineering for a route selected by TSF from the alternatives indicated on the referenced attachment.

If this letter accurately reflects the agreements of our meeting, it is requested that you sign the letter below and return it to me in the envelope provided. Thank you for your cooperation.

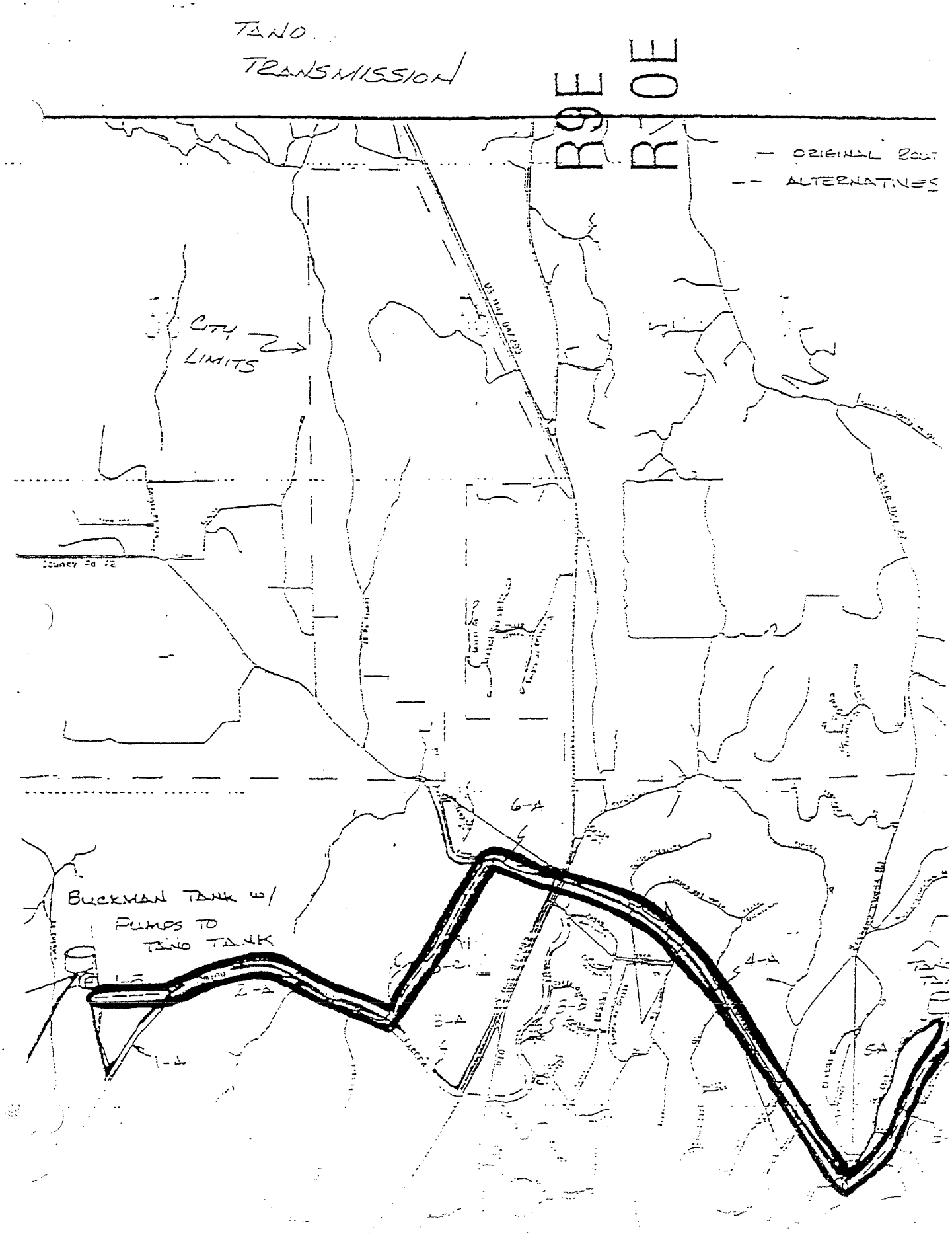
It is acknowledged by TSF that PNM's agreements herein contained are subject to approval by the City.

Sincerely,

Malcolm Dunlevie

cc: Mr. Patricio Guerrortiz, Director of Public Utilities
Mr. Tony Hurst, Manager, Customer Service Engineering, PNM
Ms. Emilie B. Dohleman, P.E., PNM
Mr. Mike Hamman, Public Works Department, City of Santa Fe
Mr. Douglas M. Sayre, Sayre Engineering
Mr. Jorge Gonzalez, Jorge Gonzalez & Associates, Inc.
Ms. MaryLiz Geffert, Esq.

Mr. Michael J. Henke, P.E., Director
PNM Water Services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TRANSMISSION
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R10E
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-- ALTERNATIVES
CITY LIMITS
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PUMPS TO
TANO TANK
2-A
1-A
3-A
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ITEM # 04-0679

AMENDMENT NO. 3
TO 1993 ANNEXATION AND DEVELOPMENT AGREEMENT
BETWEEN MONTE SERENO, LLC AND THE CITY OF SANTA FE

This AMENDMENT NO. 3 dated Aug. 25, 2004, ("Amendment") is made to that certain Annexation and Development Agreement between the City of Santa Fe, New Mexico, a municipal corporation (hereinafter "City") and Monte Sereno, LLC, a Colorado limited liability company, successor in interest to Tano Santa Fe Partners (hereinafter "Developer") dated May 5, 1993, (the "Agreement") as amended by Amendment No. 1 dated July 27, 1994 and Amendment No. 2 dated October 11, 1995 (the "Amendments").

Pursuant to Section 11.19 of the Agreement, for good and valuable consideration and upon mutual agreement of the City and the Developer, the Agreement is amended as follows:

1. **Section 5.3 of the Agreement is amended to read it its entirety as follows:**

5.3 Wastewater Disposal System: The Developer shall design and construct a wastewater collection system that can incorporate the use of gravity sewer as well as low and high pressure sewer as needed to provide sewer service to the development. This system will connect to the City's existing gravity flow sewer system. The entire system and all manufacturers and suppliers of components and parts for the sewer collection system are subject to approval by the City Public Utilities Department. Upon completion and inspection and approval by the City, the City agrees to accept permanent dedication of the sewer system. The City shall then commence operation of and assume responsibility for maintenance of the permanent sewer system, in conformity with the manufacturers' guidelines and all applicable federal, state and local standards. The City acceptance of the sewer system will be in phases as the development is built out. The sewer system to be accepted by the City includes the two permanent lift stations with all their appurtenances, the force main system, the low pressure main system and the gravity main system, but excludes the sewer service lines and the grinder pumps.

The property owner is responsible for repairs and maintenance of their entire sewer service line from the public mainline to the residence. Any temporary sewer system needed due to phasing shall be the responsibility of the Developer to own and maintain. The Developer agrees to provide the City with all manufacturers' warranties for mechanical components of each phase of the system for a period of one-year following acceptance of the completed phase by the City.

The Developer shall establish an operation and maintenance fund in the amount of $30,000 prior to the City accepting permanent maintenance of the lift stations. The fund shall remain at a level of $30,000. The purpose of this fund is to pay for all costs associated with operating and maintaining both lift stations. The City and the Developer will establish an operation and maintenance agreement for the lift stations.

2. Section 11.12 of the Agreement is amended to read in its entirety as follows:

11.12 Notices: Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if personally delivered or 72 hours after being placed in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to the City:	Mayor City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501
With a copy to:	City Attorney City of Santa Fe 200 Lincoln Avenue Santa Fe, NM 87501
If to Monte Sereno, LLC:	Don Beauregard HMB Partners, Inc. 88 Steele, Suite 300 Denver, CO 80206

3. Except as specifically set forth in this Amendment and Amendments numbers 1 and 2, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Annexation and Development Agreement dated May 5, 1993, as amended, as of the date first above written.

CITY OF SANTA FE:

BY: _____
LARRY A. DELGADO, MAYOR

Attest:

_____
YOLANDA Y. VIGIL, CITY CLERK

Approved as to legal form:

_____
BRUCE THOMPSON, CITY ATTORNEY

MONTE SERENO, LLC,
a Colorado limited liability company
By: Cascades Denver Corporation,
a Delaware corporation, its manager

BY: _____
DONALD E. BEAUREGARD,
Chief Financial Officer

(1)

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF NEW MEXICO

TANO SANTA FE PARTNERS, a California Limited Partnership,

Plaintiff,

vs.

NO. CIV 90-1033 JC/WWD

THE CITY OF SANTA FE, NEW MEXICO, a municipal corporation, THE CITY COUNCIL, its governing body, and THE DEVELOPMENT REVIEW COMMITTEE, a municipality planning commission of the City of Santa Fe,

Defendants.

SETTLEMENT AGREEMENT

Defendants the City of Santa Fe, New Mexico, the City Council and the Development Review Committee, joined by Plaintiff Tano Santa Fe Partners (collectively, the "Parties"), through their respective, authorized counsel of record, desiring to settle and compromise all disputed claims, and causes of action in the above-captioned case, do hereby agree for purposes of that settlement and compromise and without any admission of actionable wrong by any Party as follows:

1. The Parties stipulate and agree to entry of the proposed Consent Decree attached hereto as Exhibit A and that the findings of fact and conclusions of law contained in the Consent Decree shall be effective and binding only upon entry of that decree.

2. Tano Santa Fe Partners ("Tano") has a vested right to develop the Property in accordance with the PRRC zoning and the City of Santa Fe ("City") ordinances

governing approval of the revised Master Plan, preliminary development plan, and preliminary subdivision plat shall be the City ordinances in effect on April 1, 1990. The City shall not consider a change in zoning without Tano's consent. The Annexation Agreement was in full force and effect at the time Tano purchased the Property and continues to be in full force and effect and Tano and its successors and assigns possess the right to use, enjoy, and develop the Property in accordance with the land uses specified in the PRRC zone and with the density and intensity of commercial use set forth in the Annexation Agreement.

3. The City agrees to approve the revised Master Plan, preliminary development plan and preliminary subdivision plat submitted to the City in 1990 as modified in this Settlement Agreement (hereinafter referred to as the "1990 Plan") within 30 days of the entering of the Consent Decree. Approval of the 1990 Plan shall incorporate negotiated items set out in paragraphs 10 through 25 of this Settlement Agreement. Tano shall provide the proposed modifications to be incorporated into the 1990 Plan to the City within 15 days after the entering of the Consent Decree.

4. The City and Tano agree to execute an Amended Annexation Agreement within 30 days of the entering of the Consent Decree. The Amended Annexation Agreement shall incorporate negotiated items set out in this Settlement Agreement as well as other matters to which the Parties may agree.

5. The City shall notice a public hearing set for the purpose of approving the 1990 Plan. The notice shall announce that the litigation between the Parties has been settled, that the Court has entered a consent decree, and that the City intends to approve

the 1990 Plan with various changes to be discussed at the public hearing. Formal approval of the 1990 Plan shall be granted by the City Council on the date of the public hearing specified in the notice of public hearing. This date shall be not later than 30 days after the entering of the Consent Decree.

6. Tano waives any claims to damages, interest, attorneys' fees or costs upon entry of the Consent Decree.

7. The Federal District Court shall retain jurisdiction over the performance by the parties of the obligations set forth in this Settlement Agreement. If, for any reason, an Amended Annexation Agreement is not executed and the 1990 Plan approved as provided for in this Settlement Agreement, the parties agree that the Court shall have jurisdiction and full power and authority to enforce the Settlement Agreement, including finally resolving any differences between the parties with respect to the Amended Annexation Agreement and approval of the 1990 Plan. Having resolved any remaining differences between the Parties with respect to the 1990 Plan the Court shall further have the authority to direct the City to approve the 1990 Plan and direct the parties to execute an Amended Annexation Agreement.

8. Upon execution of this Settlement Agreement the Parties shall apply to the Court for a consent decree dismissing the litigation between the Parties with prejudice and providing that the sole and only remedy of the Parties shall be to enforce this Settlement Agreement.

9. Paragraphs 10 through 25 of this Settlement Agreement contain agreements of the Parties which shall be incorporated in the Amended Annexation Agreement. These

agreements were negotiated by representatives of the parties and are also set forth in a memorandum titled "Tentative Points of Agreement between the City of Santa Fe and Tano Santa Fe Partners Regarding Settlement of Litigation" dated September, 1992.

10. Respecting lots and cluster units:

Tano shall be entitled to a development right of 322 single-family lots and cluster units to be constructed on the property. Single-family detached lots shall not exceed 276 lots. Cluster units may be increased from the 46 cluster units shown on the Master Plan dated June 1990, provided that single-family detached lots are reduced accordingly. Tano shall have the right to reduce detached units and increase cluster units on future applications for their Preliminary and Final Development Plans.

11. Respecting escarpment district matters:

Tano agrees to re-site six building sites in lots located at the south end of the property in the ridgetop district of the Escarpment District to remove building sites from ridgetops (Lots 1, 2, 15, 17, 22 and 23); Lots 149, 150 and 152 shall be re-platted to move building sites to the west side of the road. Cluster B shall be redesigned to move the units westerly on the ridgetop. Lots located elsewhere within the property and located within the Escarpment District as shown on official City maps for the property shall be retained. All building sites located within these portions of the Escarpment District shall be allowed by the City, provided covenants are placed on these lots that require construction to conform with all design requirements established by the City's Escarpment District Ordinance enacted February 26, 1992, other than provisions applicable to siting.

12. Respecting provisions for a fire substation:

a. Tano agrees to dedicate a site of approximately one (1.0) acre located south of the entry to Tano Santa Fe from US 84/285 for construction of a municipal fire substation. Tano further agrees, upon official action by the City Council and written notice to Tano of that action requesting construction of a fire substation on the fire station site, that they will undertake design and construction of a fire substation on the site to serve Tano Santa Fe and other properties located within a designated service area at an amount not to exceed $450,000 for the design and construction project. Tano shall be entitled to reimbursement for portions of the cost of designing and constructing the fire station attributable to properties located outside Tano Santa Fe and located within the service area. Reimbursement shall be based on a pro rata allocation of development within the service area over a ten year period after completion of the fire station. The specifics of the allocation shall be based on a formula agreed to between the Parties.

b. It is understood between the Parties that the City shall have the right to provide design services for the fire station project. Tano reserves the right to approve exterior architectural elements of the project prior to finalization of plans and initiation of construction. Construction of the fire station shall be commenced prior to the recording of the Phase II plat of the Tano Santa Fe project, and thereafter diligently completed within 24 months.

13. Following approval of this Settlement Agreement and entry of the Consent Decree by the Court the City Council shall set a public hearing. The public hearing shall be for the purpose of adopting and implementing the modified Master Plan and Amended

Annexation Agreement in accordance with the Consent Decree.

14. Respecting phasing plan:

Tano agrees to submit a phasing plan as part of the Settlement Agreement, for implementation of platting and development plans at Tano Santa Fe. The phasing plan shall include four phases. Subphasing within the major phases of the project shall be allowed by the City. Phasing plans shall reflect an orderly and coordinated implementation of the Preliminary Development Plans approved by the City pursuant to this settlement; and shall provide for a coordinated installation of roads, utilities, drainage structures and other infrastructure improvements required to serve the detached lots, cluster units and hotel development contemplated for each phase of the project. All onsite and offsite infrastructure shall be specified for each phase of development. The loop road connecting US 84/285 to San Juan Ranch Road shall be built during Phase II of the project.

15. Respecting parks and open space:

a. Tano agrees to expand the trail system shown on the Master Plan and Preliminary Development Plan for Tano Santa Fe, dated July 1990, to extend the trail system into areas located in the southeast and southwest portions of the site; and to provide trail access from the main entrance of Tano Santa Fe at US 84/285 to the San Juan Ranch Road entrance at the south end of the property. A loop trail shall be completed in Phase II of the project.

b. Tano agrees to provide trail easements for all trails established within Tano Santa Fe.

c. Trail easements will initially be dedicated by Tano to the Tano Santa Fe Homeowners Association. They shall subsequently be dedicated, upon request by the City, to the City for ownership and maintenance.

d. Until such time as the trail system within Tano Santa Fe is dedicated to the City, Tano agrees to pay park and open space impact fees according to the schedule established by the City Impact Fee Ordinance in effect as of September 1992. The City shall provide a rebate for prepaid park impact fees upon dedication of the trail system to the City and the City's acceptance of the system.

16. Respecting a wastewater disposal system:

a. Tano agrees to construct an onsite wastewater disposal system that meets the requirements of the New Mexico Environment Department. It is agreed that the preferred design shall not require an NPDES permit.

b. The design of the facility may include a single wastewater treatment plant or multiple facilities serving different areas of the Tano Santa Fe site. Final design of the wastewater treatment system shall be mutually agreed to by the Parties before Phase I final plat approval. Upon completion of the wastewater treatment facility or facilities, the treatment facilities and sewage collection lines will be dedicated to the City for ownership and operation. Tano agrees to cooperate in establishment of a wastewater assessment district by phase as plats are recorded for property owners within Tano Santa Fe to provide financing for ongoing operation and maintenance of wastewater collection and disposal facilities serving the Tano Santa Fe project.

c. In lieu of City assessments from the wastewater management district,

Tano shall establish an operating fund for the first five years of the project for operation of the wastewater treatment facilities, not to exceed $30,000 for the five-year period.

d. Dedication of the wastewater treatment facilities shall be subject to inspection and acceptance by the City based upon compliance with design standards agreed to by the Parties.

17. Respecting rezoning:

The Parties agree that should the City, following the ordering of the settlement by the Court, elect to revise repeal or amend the PRRC Ordinance, such revisions and amendments shall not adversely affect the development right of Tano to develop resort accommodations and resort-related commercial service, residential lots and units or add additional conditions to those contained within the stipulated Court order.

18. Respecting financial assurances:

The parties agree that Tano shall provide financial assurances acceptable to the City in accordance with the City's general rules and regulations for construction of infrastructure for each phase of the Tano Santa Fe project as final plats are recorded. Warranties attached to infrastructure construction shall be for a period of one year from completion of construction and acceptance or approval of the improvements by the City.

19. Respecting affordable housing fees:

a. Tano agrees that an affordable housing fee of two percent (2%) of the gross sale price of each lot and cluster homesite within Tano Santa Fe shall be paid into an escrow account to be designated by the City.

b. The Parties contemplate a total of 322 residential dwelling units be constructed at Tano Santa Fe. The two percent (2%) affordable housing fee shall be based on the initial sale of each lot and cluster homesite.

c. The two percent (2%) affordable housing fee shall be paid prior to issuance of the initial building permit for each lot and cluster homesite. Subsequent applications for building permits shall not be so encumbered.

d. The two percent (2%) affordable housing fee shall be paid by the applicant for the building permit. Tano shall pay the two percent (2%) fee based on the market value of the lot or cluster homesite if Tano builds the units themselves.

e. Tano shall provide written notification to the City Technical Review Division, or its successor, of the sale price of each lot and cluster homesite within Tano Santa Fe at the time of initial sale. The Technical Review Division shall be responsible for recording the sale price and calculating and collecting the fee upon initial application for a building permit.

f. Tano shall provide disclosure of the obligation for payment of the two percent (2%) affordable housing fee on the plat for each phase on Tano Santa Fe, within the Declaration of Covenants, Conditions and Restrictions for Tano Santa Fe, and to the purchaser at time of initial sale of each lot and cluster homesite.

g. It is understood between the Parties that no affordable housing fee shall be charged for building permits associated with the hotel site or installation of infrastructure, including the wastewater treatment plant and water tank.

h. Tano shall reserve the right to comply with any ordinance provisions

that may be available in lieu of paying this two percent (2%) fee.

i. This section applies to any residential housing built on hotel site in lieu of the hotel.

20. Respecting infrastructure:

The following understandings shall be incorporated into incorporation, processing and approval of the plans and Annexation Agreement for Tano Santa Fe:

a. Road systems shall be designed in as rural a character as possible; however, paved driving surfaces shall be required on all roadways.

b. Where engineering standards for roadway construction conflict with terrain management requirements of the City in order to accommodate the considerations of terrain, the engineering standards shall be modified (e.g. lower design speed) by the City in favor of the road design meeting terrain management requirements. However, where terrain dictates, the construction of the road network shall be allowed to exceed terrain management requirements for encroachment into natural slope, grade or cut-and-fill in order to facilitate development of a coherent and well-integrated roadway network. The goal of road design is to maintain as rural a character as reasonably possible.

These variances can be granted within the limits of safe engineering design criteria.

c. Lighting along roadways and elsewhere within the project shall be established to minimize offsite visibility. The City agrees to apply alternative standards accordingly within the limits of safe engineering design criteria.

d. The City agrees to waive curb and gutter requirements for roadway

construction as requested by Tano when not needed for surface drainage control. The Parties shall mutually agree on stabilized pedestrian facilities in lieu of concrete sidewalks.

e. Upon phased completion, the roadways shall be dedicated to the City for ownership and maintenance after inspection and acceptance by the City.

f. The City and Tano agree that the two points of access to Tano Santa Fe shall be as shown on the plans dated July 1990; and as follows:

(i) the main access shall be from US 84/285; and

(ii) the secondary access shall be from San Juan Ranch Road.

g. The City shall cooperate with Tano in establishment of its main access from US 84/285 and shall support Tano in its application to the State of New Mexico for a highway permit to construct this intersection.

21. Respecting hotel development:

a. Tano agrees that a fee equal to one percent (1%) of the gross sale price of each lot and cluster homesite within Tano Santa Fe shall be paid at the time of closing of each lot sale, such fee to be listed on the closing settlement statement, collected by the title company and disbursed to the City for deposit into an escrow account to be designated by the City for costs associated with the establishment of a crafts/business incubator facility on property to be provided by the City. The one percent (1%) fee shall increase to two percent (2%) if the following conditions occur:

(i) the building permit for a hotel has not been issued within five years from the date of this Settlement Agreement and hotel construction diligently completed thereafter and,

(ii) Tano is not obligated to build a water tank in excess of 2.5 million gallons capacity. Any such increase in the percentage of the fee shall only apply prospectively to lot sales occurring after the fee increase.

b. The Parties contemplate a total of 322 residential dwelling units be constructed at Tano Santa Fe. The fee shall be based on the initial sale of each lot or cluster building site.

c. Tano shall pay the fee based on the market value of the lot or cluster homesite if Tano builds the units themselves.

d. Tano shall provide disclosure of the obligation for payment of the fee on the plat for each phase of Tano Santa Fe, within the Declaration of Covenants, Conditions and Restrictions for Tano Santa Fe, and to the purchaser at time of initial sale of each lot and cluster homesite.

e. It is understood between the Parties that this fee shall not be charged for building permits associated with the hotel site or installation of infrastructure, including the wastewater treatment plant and water tank.

f. This fee applies to any residential housing built on the hotel site in lieu of the hotel.

g. Tano shall have the right to construct a hotel of up to 250 rooms within the hotel site designated on the Preliminary Development Plan, dated June 1990. The hotel may be planned and built in phases, may contain less than 250 rooms, may be constructed on a schedule to be determined by Tano, and may be built in multiple structures.

h. Tano may apply to the City to amend the Master Plan for the hotel site to allow for either 25 detached or a maximum of 75 attached residential dwelling units in lieu of the Hotel Development and pursuant to a separate development plan for this tract. The architecture and architect for the hotel site shall be selected by Tano.

22. Respecting the water tank:

The City shall cooperate in the provision of easements or licenses, at no cost to Tano for construction of the offsite water system improvements on City-owned property. Tano shall construct a water tank with a capacity of 2.5 million gallons capacity.

23. Respecting ordinances applicable:

Approval of final development plans and final plats, the issuance of all permits, licenses and other City approvals required for subdivision and improvement of the project including but not limited to those governing density, permitted uses, growth management, environmental considerations, terrain management, escarpment district requirements, soil conservation, pollution control, historic and archeological preservation, other environmental and land use matters, and design criteria shall be governed by City codes and specifications in effect on April 1, 1990; provided, however:

a. this does not preclude application to the property of changes in City laws, regulations, plans or policies pertaining to the above matters which are specifically mandated and required by changes in state or federal laws or regulations;

b. general applicable ordinances and regulations of this nature adopted by City after April 1, 1990, shall be applicable to the project, provided the ordinance or regulation and its application to the project:

(i) does not materially restrict or defeat the basic development rights granted in the Amended Annexation Agreement (e.g., land uses, density, basic project layout, road systems, etc.) and in the approved Preliminary Development Plan and Preliminary Plat;

(ii) is applicable Citywide to all comparable commercial or residential development as the case may be; and

(iii) operates prospectively only;

c. and the City's Impact Fee Ordinance which was effective April 1, 1991 applies to entitlements pertaining to project, and future ordinances establishing fees for subdivision or improvement of land shall be applicable as are in effect at the time the entitlement is granted, provided that the fee ordinance:

(i) is applicable City-wide to all similar developments;

(ii) does not pertain to the same entitlement or condition for which another fee is payable under the Amended Annexation Agreement;

(iii) operates prospectively only;

(iv) in no event shall the Tano Santa Fe project be subject to any fee (including impact fee) for a City service which Tano is required to establish or otherwise pay for under the Amended Annexation Agreement, including wastewater treatment, park and open space, but only after owner dedicates an improved trail system per the Preliminary Development Plan and Preliminary Plat (which City will accept), fire protection, and capital cost of water system;

d. the Escarpment Ordinance enacted on February 26, 1992 is

applicable only as follows:

(i) in the final plat, lots 147, 148, 152 shall be re-platted to place building sites on the West side of the road and lots 1, 2, 15, 17, 22 and 23 shall be re-platted and/or merged so that either (a) a ridgeline building envelope is created to preclude visibility of structures as viewed from Highway 84/285 and so that structures do not protrude above the ridgeline, or (b) alternate building sites off the ridgeline are established for these lots;

(ii) as to all other lots in the escarpment district, the provisions limiting building sites are not applicable but all other provisions of the ordinance shall apply (e.g., height limitation, landscaping, coverage, colors, etc.);

(iii) as to all other ridgeline lots in project not in the escarpment district, development shall be controlled by a homeowner association per constraints of the Declaration of Covenants, Conditions and Restrictions submitted with Tano's 1990 Plan as these Conditions and Restrictions may be amended with approval of the Development Review Committee at time of final plats approval. Tano retains right to 322 lots (276 detached) so that if by replatting to meet the above condition lots are deleted, they may be replaced with lots elsewhere in the project.

e. Tano shall comply with all requirements of terrain management as to all residential lots, there being no obligation of the Development Review Committee or the or City Council to give any variance, but variances may be given for roads as provided in paragraph 20 herein.

24. Respecting general provisions as to clarity, certainty, completions and cooperation:

a. The Parties shall execute the Amended Annexation Agreement. The Amended Annexation Agreement shall give Tano vested rights to develop per the concurrently approved 1990 Plan. Terms of the Amended Annexation Agreement shall prevail over conflicting terms of 1985 annexation agreement, as amended in 1987, and of all submittals made with respect thereto.

b. When approved the 1990 Plan shall establish, subject to all other terms and conditions of the Amended Annexation Agreement:

(i) the location of all road rights-of-way, a preliminary grading and drainage plan for roads, and location of utility easements;

(ii) the boundaries or lot lines of each detached single family lot and open space areas within the project;

(iii) a building site for each detached housing lot;

(iv) the boundaries and preliminary building footprint for the hotel site and cluster home compounds; if Tano wishes to change the building footprint as shown on the approved Preliminary Development Plan and Preliminary Plat for these sites, Tano, at any subsequent date, shall apply for an amended Preliminary Development Plan for the various improvements on the hotel site and cluster housing site or sites, to be heard and approved pursuant to the Amended Annexation Agreement and applicable ordinances; if no material change is to be made, Tano shall file for a final plat and development plan for the hotel site and cluster housing site.

c. Within one year after execution of the Amended Annexation Agreement, Tano shall, at a minimum, apply for final plat approval for Phase I of

subdivision; thereafter Tano may apply for additional final plats according to Tano's phasing plan; City agrees to continually and diligently process each final plat application and agrees that the sole issue for final plat approval is whether the plat substantially conforms to the approved Preliminary Development Plan, Preliminary Plat and applicable ordinances as defined in this Amended Annexation Agreement;

(i) final development plans can be submitted at any time and in phases and need not be submitted with a final plat (e.g., a final development plan for cluster housing can be submitted concurrently with or after submittal of final plat for cluster housing and/or in advance of, and separate from, the final development plan for the hotel site); the City agrees to continually and diligently process each application for final development plans in accordance with applicable ordinances as defined in the Amended Annexation Agreement; no individual residential lot may be offered for sale until the City approves a final plat for the phases which incorporates that lot;

(ii) infrastructure shall be built in four phases from north to south on the property; construction of infrastructure within a phase, and for infrastructure work outside that phase as necessary to service improvements in that phase (e.g., roads, water and sewer lines) shall proceed only after the final plat is recorded for that phase; Tano may request a change in phasing as part of processing final plats and the Development Review Committee shall approve based only on reasonable standards as necessary to protect public health, safety and welfare, and not at its discretion (the City recognizes that the timing and sequence of infrastructure construction will depend to some extent on economic conditions and the rate at which inventory is absorbed by the

market).

d. Tano's Tano Santa Fe project is a private development; the City has no ownership or management interest in the project; nor responsibility to third parties concerning any of said improvements until such time as the City accepts, by deed of dedication, infrastructure to be maintained by the City, but the parties agree:

(i) to generally cooperate with each other in Tano's implementation and build out of the project pursuant to the Amended Annexation Agreement and Preliminary Development Plan and Preliminary Plat and to perform their respective duties and obligations and assert and enforce their respective rights under the Amended Annexation Agreement in good faith and with due diligence as required to implement the Amended Annexation Agreement;

(ii) from time to time, to execute and deliver such instruments, assignments, conveyances, documents, confirmations, estoppel certificates and assurances and take such further actions as the other party may reasonably request to perform its respective obligations under the Amended Annexation Agreement or to confirm and acknowledge to such other party the rights intended to be created by the Amended Annexation Agreement (but nothing herein, express or implied, is intended to confer upon any person other than the Parties hereto and their respective successors and assigns, any rights or remedies under or by reason of the Amended Annexation Agreement;

(iii) in the event the Amended Annexation Agreement or any provision thereof or the approval of the Preliminary Development Plan and Preliminary Plat

or any final development plan or plat is challenged in a court of law by a person or persons not a party to this Settlement Agreement, the City and Tano shall (a) intervene if not named a party; (b) employ counsel to defend their rights either separately or jointly as the Parties may determine is appropriate; (c) to share equally the costs of litigation; and (d) to do all other things reasonably necessary to protect and defend the validity, enforceability and effectiveness of the Amended Annexation Agreement;

(iv) In the event of litigation between the City and Tano concerning any matter arising out of the Amended Annexation Agreement or the approved Preliminary Development Plan and Preliminary Plat or the rules, regulations and ordinances of the City applicable to the project, reasonable attorneys' fees and costs of the prevailing party shall be paid by the unsuccessful party;

(v) if any obligation of either party under the Amended Annexation Agreement shall be made essentially impossible of performance by reason of an act of God, or the elements, shortage or unavailability of necessary materials, supplies, or labor, shortages or interruptions of transportation facilities, or because of applicable federal or state governmental regulations or restrictions, judicial order, or other cause beyond the party's control, then in such event the time for performance of the obligation of the party shall be extended as mutually agreed to by the Parties.

25. Tano shall withdraw and not refile the revised Master Plan, preliminary development plan and preliminary plat submitted to the City for consideration and approval in 1991.

CITY OF SANTA FE, NEW MEXICO

By: _____
Phil Griego, Mayor Pro Tem

This settlement was approved at an open meeting of the Santa Fe City Council on the 17th day of September, 1992.

By: _____
Frances C. Romero, City Clerk

APPROVED:

CIVEROLO, HANSEN & WOLF, P.A.

By: _____
ROSS L. CROWN
THOMAS P. GULLEY
500 MARQUETTE, N.W., SUITE 1400
ALBUQUERQUE, N.M. 87102
(505) 842-8255
ATTORNEYS FOR DEFENDANTS

TANO SANTA FE PARTNERS

By: Wilma South Corporation
General Partner

By: _____
Charles Graham, President

APPROVED:

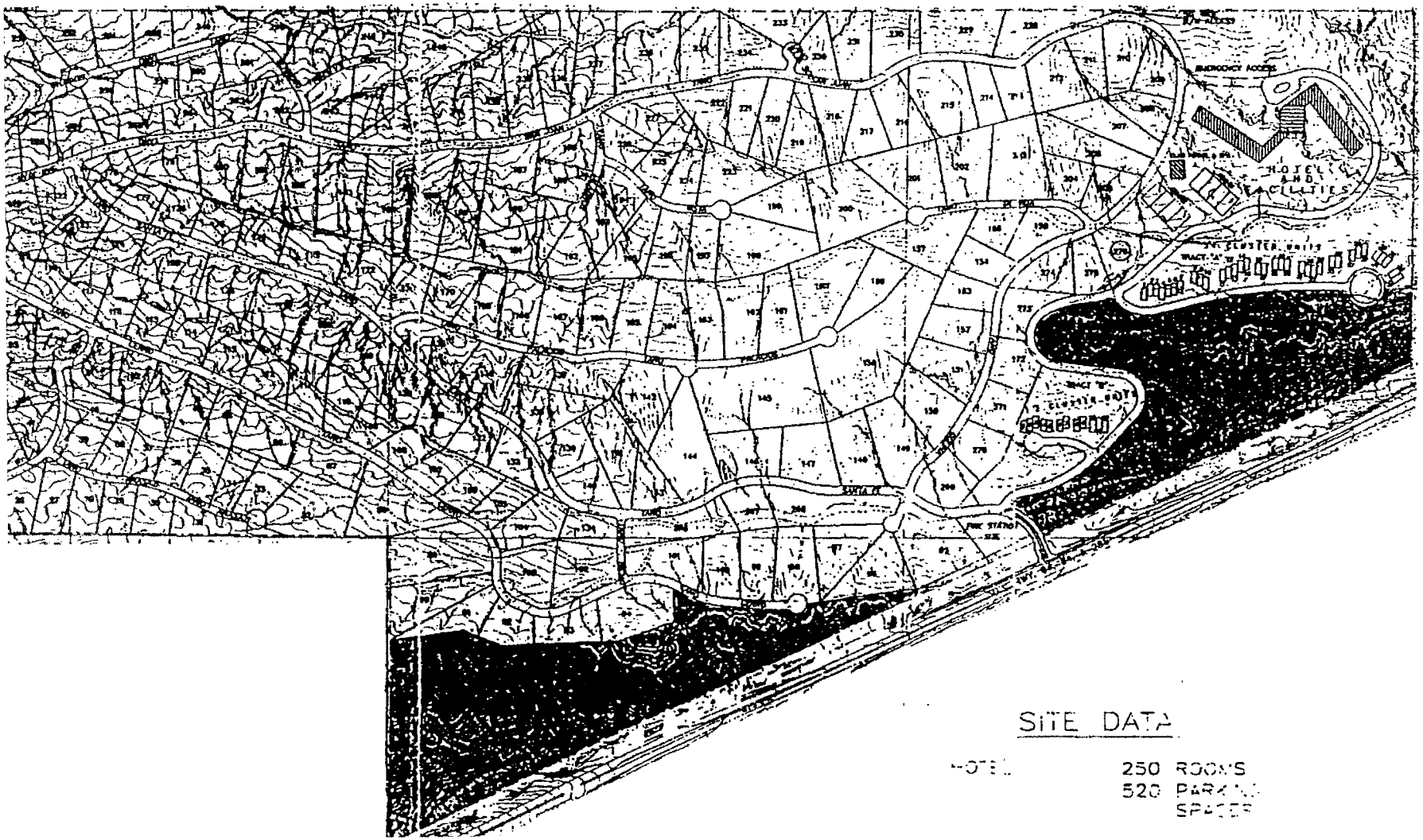
HINKLE, COX, EATON
COFFIELD & HENSLEY

By: _____
JOHN J. KELLY
HOWARD R. THOMAS
STEPHANIE LANDRY
500 MARQUETTE, N.W., SUITE 800
ALBUQUERQUE, NEW MEXICO 87102
(505) 768-1500
ATTORNEYS FOR PLAINTIFF

EXHIBITS

Exhibit A	Consent Decree

09-21-1992 09:50 5057681529 HINKLE LAW P.03



SITE DATA

HOTEL 250 ROOMS
520 PARKING SPACES

City of Santa Fe, New Mexico

Debbie Jaramillo, Mayor
David Coss, City Manager

Councilors: Frank Montaño, Mayor Pro Tem, Dist. 3
Larry A. Delgado, Dist. 1
Patti J. Bushee, Dist. 1
Cristopher D. Moore, Dist.2
Molly Whitted, Dist. 2
Art Sanchez, Dist. 3
Amy Manning, Dist. 4
Peso Chavez, Dist. 4

May 15, 1996

Tano Santa Fe Partners
c/o Mr. Charles D. Graham, President
Wilma South Management Corporation
780 Johnson Ferry Road, Suite 250
Atlanta, GA 30342

Re: Inapplicability of Section 14-82.5 *SFCC 1987* to Tano Santa Fe Subdivision

Dear Mr. Graham:

Based upon the Settlement Agreement in *Tano Santa Fe Partners v. City of Santa Fe, et al.*, ("Settlement Agreement") and the Consent Decree in the same matter which decree ratified and approved the Settlement Agreement and pursuant to Section 11.11 of the 1993 Annexation and Development Agreement between Tano Santa Fe Partners and the City of Santa Fe ("Annexation Agreement"), this letter is intended to give you further assurances and confirmations regarding the status of the Annexation Agreement and certain interpretations of its terms. We understand this letter will be relied upon by your partnership and/or new investors or owners and/or lenders providing funds for the Tano Santa Fe Subdivision.

Section 14-82.5 *SFCC 1987*, enacted by the City in 1992, is inapplicable to the Tano Santa Fe Subdivision based upon the explicit terms of the Settlement Agreement and the Annexation Agreement, and the City of Santa Fe will not apply Section 14-82.5 *SFCC 1987* to the Tano Santa Fe Subdivision.

Sincerely,

David Coss

David Coss
City Manager

Above acknowledged By:
WILMA SOUTH CORPORATION,the sole General Partner of TANO SANTA FE PARTNERS

By: _____ Dated: 5/31/96
Charles D. Graham, President

14-82.5 Time Limits for Preliminary and Final Subdivision Plat Approvals.

A. As per subsection 14-82.3C, preliminary plat approvals shall become null and void unless a final plat application is submitted within twelve (12) months of the preliminary plat approval by the planning commission; however, that in any application which provides for more than one (1) phase, the developer shall include a phasing schedule showing required dates of final plat approval for each phase. If the phasing schedule is complied with, then preliminary plat approval shall not become void as provided for above in this section.

B. For all subdivision plats approved or conditionally approved after December 31, 1992, the final subdivision plat shall be recorded within two (2) years of the planning commission's approval or conditional approval, otherwise the planning commission shall decide whether to rescind such approval.

C. All conditions of final plat approval shall be completed within two (2) years of the planning commission's approval or said approval shall become null and void unless an extension is applied for in writing and approved by the planning commission. The final plat shall be recorded within thirty (30) days of the date all conditions are substantially satisfied. (Ord. #52-1992, §4; Ord. #1994-30, §22)

14-83 TERRAIN MANAGEMENT REGULATIONS.

Subdivisions shall comply with terrain management regulations as set forth in Section 14-90 of this chapter. (Ord. 1988-29, §§1, 2)*

14-84 DESIGN STANDARDS.

14-84.1 Streets. The following standards for streets shall apply to all subdivisions except for inheritance and family transfer subdivisions, the design standards for which are set forth in the SFCC 1987:

A. Where a subdivision abuts or contains an existing or proposed arterial street, the planning commission may require marginal access for collector or local streets, reverse frontage with screen planting or walls contained in a non-access reservation along the rear property line, deep lots with rear service alleys, or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic.

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*__Editor's Note:__ Subsections 14-83.1 through 14-83.10 previously contained herein have been repealed in entirety by Ordinance No. 1988-29, §1.

City of Santa Fe, New Mexico

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

Larry A. Delgado, *Mayor*
Mike P. Lujan, *City Manager*

Councilors:
Carol Robertson-Lopez, Mayor Pro Tem, Dist. 4
Patti J. Bushee, Dist. 1
David Pfeffer, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Miguel M. Chavez, Dist. 3
David Coss, Dist. 3
Matthew E. Ortiz, Dist. 4

17 90

October 6, 2005

Al Lilly
Santa Fe Planning Group, Inc.
P.O. Box 1761
Santa Fe, NM 87504

RE: Monte Sereno Letter from Al Lilly dated September 14, 2005

Dear Al:

In response to your letter dated September 14, 2005, I concur with your conclusions.

1. Building can occur anywhere within the "buildable site" as delineated on the plat, without having to meet the current terrain management requirements of a maximum of 50% in the 20-30% slope range.
2. All lots are subject to current City Code regarding architectural and landscape requirements, including any construction in the Escarpment Overlay District.
3. The "Side by Side" Master Plan, once approved by the City, will show lot numbers, lot configurations, buildable sites and the Escarpment District Overlay District boundaries for Phases 1 and 2 compared to the original 1992 Master Plan. It is understood that as part of the Phase 1 and 2 development plan set, the buildable sites were modified from the 1992 Master Plan in order to remove 30% slopes (based on more detailed slope analysis) and to respond to the changes of lot configurations.
4. Any building proposed to occur outside the "buildable site" can only be permitted once a variance is obtained. Site improvements such as walls, driveways, parking and landscaping, are permissible and are subject to the current applicable City Codes.
5. Anne Lovely, Assistant City Attorney agreed with your interpretation of the meeting held September 12 between herself, yourself and Ted Bolleter, City Fire Marshall.

In addition, all building permit submittals must meet the current City Code requirements. Based on our review of several permits that have already been submitted, certain required items were not included. The following will need to be included for every application:

- City approved Side by Side Master Plan
- Certified slope and topography
- Overlay of the building footprint on the slope analysis and topography
- Stormwater to meet City Code
- Site grading plan

If you have questions, or want to discuss this information further, please do not hesitate to contact me at 955-6580.

Sincerely,

Jim L. Salazar, Director
Permit and Development Review Division

cc: Anne Lovely, Assistant City Attorney
Ted Bolleter, City Fire Marshall
Anne McLaughlin, Planning and Land Use Department Director
Ellery Biathrow, Engineering Supervisor
Wendy M. Blackwell, Senior Planner

SANTA FE PLANNING GROUP, INC.
P.O. BOX 1761
SANTA FE, NM 87504
(505) 988-1129, FAX 983-6785

Date: September 14, 2005

FAX MEMORANDUM

To: Wendy Blackwell
Land Use Dept., City of Santa Fe

From: Al Lilly

Re: Monte Sereno

Dear Wendy:

Pursuant to Nancy Long's letter to Jim Salazar regarding terrain management, and pursuant to your telephone conversation last month with Clif Walbridge regarding individual lot development, please note the following:

1. On August 31st we met with Anne Condon, Anne Lovely, and Jim Salazar to discuss terrain management issues relating to individual lots at Monte Sereno. The outcome of that meeting was a mutual understanding that as per the terms of the Annexation and Development Agreement and as per the language on the recorded plat (note #16); construction may take place on all approved "Building Sites" outside of the Escarpment District without restriction, even if a portion of the lot is within the Escarpment District. This means that any applicant for a building permit can build anywhere within the "Building Site" delineated on the plat without concern for the 20-30% slopes. No building shall take place on slopes in excess of 30%. It should be noted that none of the approved "Building Sites" for Monte Sereno included slopes in excess of 30%.
2. All lots are subject to current City Code regarding architectural and landscape requirements. This includes the architectural and landscape limitations relating to any construction within the Ridge-top Escarpment District.
3. We have provided you with a "Side by Side" Master Plan, providing a copy of the current master plan along side of the 1992 master plan (this plan was approved as part of the Annexation and Development Agreement). Lot numbers for Phases 1&2 have been labeled on the current plan for an easy visual comparison with the 1992 plan. As requested, this plan will be made available for all lot owners to include with their submittal for a building permit.

4. As per Note # 8 on the recorded plat, all construction of residences or other buildings (out-buildings) must occur within the approved "Building Sites." Therefore, the proposed house (or building structure) cannot "wiggle" outside of the approved "Building Site" without a variance from the Architectural Control Committee for Monte Sereno and without special approval from the Land Use Department. Site improvements (such as site walls, driveways, parking and landscaping) outside of the approved "Building Sites" are permissible, and are subject to City staff review according to current City Code.
5. On September 12, we met with Anne Lovely and Fire Chief, Ted Bolliter, to discuss fire access and driveway specifications. It was determined that Monte Sereno is not subject to the latest edition of NFPA 1 (2003) and the Chief would be evaluating driveways based on an earlier edition (possibly the 1988 Edition of NFPA 1). It was also determined that the Fire Chief has some latitude in evaluating the emergency access requirements for lots based on individual circumstances, and that the installation of an in-home fire suppression system would provide some flexibility in access requirements. Both parties recognized that fire access regulations would likely require more extensive driveway grading and construction (turn-arounds, walls, parking) outside of the approved Building Sites.

We hope that this answers your questions regarding review of building permit applications for individual lots at Monte Sereno. If you have further questions, please do not hesitate to contact me.

Sincerely,

Al Lilly

City of Santa Fe, New Mexico

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

Larry A. Delgado, *Mayor*
Mike P. Lujan, *City Manager*

Councilors:
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Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Miguel M. Chavez, Dist. 3
David Coss, Dist. 3
Matthew E. Ortiz, Dist. 4

January 3, 2006

Mr. Don Beauregard
Southwest Lifestyle Concepts, LLC
88 Steele, Suite 300
Denver, CO 80206

RE: **Water Rights Transfer Ordinance and the Monte Sereno Subdivision**

Dear Mr. Beauregard:

Section 14-8.16 SFCC 1987, enacted by the City of Santa Fe on July 27, 2005 (Ordinance 2005-29), entitled "An Ordinance Creating a New Section 14-8.16 SFCC 1987 Requiring Water Rights Transfers to the City of Santa Fe for New Development" is inapplicable to Monte Sereno based upon the terms of the Settlement Agreement in *Tano Santa Fe Partners v. City of Santa Fe, et al.*, dated September 17, 1992.

Subsequent to the enactment by the City of Santa Fe of the Water Rights Transfer Ordinance 2005-29, an administrative review was undertaken of the prior litigation and the terms of the Settlement Agreement between the City and Tano Santa Fe (current owner is Southwest Lifestyle Concepts, LLC represented by Mr. Don Beauregard). The review included an analysis of the Settlement Agreement and related litigation documents.

The administrative review was conducted by the City Attorney's Office and the Sangre de Cristo Water Division. Upon the recommendation of counsel the Sangre de Cristo Water Division has concluded that Ordinance 2005-29 does not apply to the Monte Sereno project because of the specific terms of the Settlement Agreement.

The Monte Sereno project owner, developer, agent and attorney concur with the advice of the City Attorney's Office and the conclusion of the Planning and Land Use Department and Sangre de Cristo Water Division that the Water Budget Administrative Ordinance, Section 14-8.13 SFCC 1987, does apply to the project and that the Monte Sereno project will offset all water demand through the retrofit program and its provisions.

Sincerely,

Galen M. Buller
Sangre de Cristo Water Division Director

James H. Montman
Public Utilities Department Director

Mike P. Lujan
City of Santa Fe Manager

cc: A. Kyle Harwood, Assistant City of Santa Fe Attorney
Nancy Long, Long, Pound & Comer, LLC

City of Santa Fe, New Mexico

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

David Coss, *Mayor*

Councilors:
Miguel M. Chavez, Mayor Pro Tem, Dist. 3
Patti J. Bushee, Dist. 1
Chris Calvert, Dist. 1
Karen Heldmeyer, Dist. 2
Rebecca Wurzburger, Dist. 2
Carmichael A. Dominguez, Dist. 3
Matthew E. Ortiz, Dist. 4
Ronald S. Trujillo, Dist. 4

November 2, 2007

Don Beauregard
Southwest Lifestyle Concepts, LLC
88 Steele, Suite 300
Denver, CO 80206

RE: Fulfillment of Final Obligations under Northwest Quadrant Water System Extension Agreement Effective May 18, 1993, as amended (the "Agreement")

Dear Mr. Beauregard:

This letter is intended to give Southwest Lifestyle Concepts, LLC ("SLC") assurances and confirmations respecting the Agreement and the affected Monte Sereno development as approved pursuant to the Annexation and Development Agreement dated May 5, 1993. All capitalized terms used herein are as defined in the Agreement. We understand that this letter will be relied upon by your company, your assigns, and/or your investors and lenders.

Amendment Number 5 to the Agreement (attached hereto as Exhibit "A") provides for the completion of SLC's obligations under the Agreement including construction of the Facilities as now defined pursuant to Amendment Number 5 (Section 1.17) and for a cash contribution (Section 3.4) to the City of Santa Fe (the "City"), among other revisions.

This letter is intended to provide you with the assurance that at that point in time when SLC provides the requisite financial assurance to the City for its obligations under the Agreement for construction of the Facilities—the variable frequency drive pump station—SLC shall have no further off-site infrastructure obligations in order to receive water service for the Monte Sereno development. Furthermore, the City agrees to verify this satisfaction by SLC of the Agreement by promptly granting approvals with regard to water service for plats and plans for the Monte Sereno development. Both parties acknowledge that SLC is required to make cash contributions pursuant to the terms of Amendment Number 5 but that those future payments shall not delay the approval of SLC plats and plans.

Sincerely,

Galen Buller
City Manager

City of Santa Fe, New Mexico

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

Javier M. Gonzales, Mayor

Councilors:
Peter N. Ives, Mayor Pro Tem, Dist. 2
Patti J. Bushee, Dist. 1
Signe I. Lindell, Dist. 1
Joseph M. Maestas, Dist. 2
Carmichael A. Dominguez, Dist. 3
Christopher M. Rivera, Dist. 3
Ronald S. Trujillo, Dist. 4
Bill Dimas, Dist. 4

August 18, 2015

Nancy R. Long
Long, Komer & Associates, P.A.
2200 Brothers Road
Santa Fe, NM 87502

RE: Monte Sereno Development; Request to Extension to term of Annexation & Development Agreement dated May 5, 1993

Dear Ms. Long:

This letter is written in response to Southwest Lifestyle Concepts, LLC's (the "Developer") request to exercise its option under Section 11.13 of the Annexation & Development Agreement dated May 5, 1993, as amended ("Agreement"), to renew the term of the Agreement for an additional term of five years, such that the Agreement will expire on May 5, 2023.

Via this letter, the City grants the Developer's request, effective immediately, to extend the term of the Agreement so that the expiration date of the Agreement is now May 5, 2023.

Sincerely,

Javier M. Gonzales
Mayor
City of Santa Fe, New Mexico

ITEM # 15-0848

AGREEMENT
BETWEEN SOUTHWEST LIFESTYLE CONCEPTS, LLC
AND THE CITY OF SANTA FE

This Agreement is made this 19 day of August 2015, between Southwest Lifestyle Concepts, LLC, a Colorado limited liability company ("SLC"), and the City of Santa Fe, a New Mexico municipal corporation ("the City").

RECITALS

WHEREAS, the City and SLC are parties to an Annexation and Development Agreement dated May 5, 1993, as amended ("A&D Agreement") governing the development of the Monte Sereno Subdivision in the City ("Subdivision");

WHEREAS, Section 11.13 of the A&D Agreement provides that SLC "shall have the option to renew the Agreement for an additional term, not to exceed five (5) years, upon reasonable terms and conditions to be negotiated by the parties";

WHEREAS, Sections 5.7, 5.7.1 and 5.7.2 of the A&D Agreement provides that SLC shall construct a public trail system within the Subdivision to be dedicated to the City and receive a rebate of all prepaid park impact fees upon such dedication;

WHEREAS, the City and SLC wish to remove the provision for dedicating a public trail to the City together with removing the requirement on behalf of the City to rebate prepaid park impact fees upon acceptance of such dedication;

WHEREAS, the City has, simultaneously with the execution of this Agreement, granted the extension to the term of the A&D Agreement by letter; and

WHEREAS, the parties wish to set forth the terms and conditions they have negotiated for granting the extension.

NOW THEREFORE, for good and valuable consideration, including the execution of the extension letter which will be issued by the City upon its receipt of funds in an amount as determined sufficient by the City to satisfy obligations of SLC, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

AGREEMENT

1. SLC will execute such documents as deemed necessary to provide that the public trails, as provided for in Section 5.1 of the A&D Agreement, will not be dedicated to the City; and that SLC will not receive a rebate of park and open space impact fees as addressed in Sections 5.1, 5.7.1 and 5.7.2 of the A&D Agreement.

2. The parties do not intend, by this Agreement, to affect any other terms of the A&D Agreement, which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTHWEST LIFESTYLE CONCEPTS, LLC
a Colorado limited liability company
By: HMB Partners, Inc.,
a Colorado corporation, its manager

By: Executed in Counterparts
Donald E. Beauregard
President

CITY OF SANTA FE,
A Municipal Corporation

Javier M. Gonzales, Mayor

Attest:

Yolanda Y. Vigil, City Clerk
CC mtg. 7/29/15

Approved as to Form:

Kelley A. Brennan, City Attorney

Approved:

Oscar S. Rodriguez,
Finance Director

2. The parties do not intend, by this Agreement, to affect any other terms of the A&D Agreement, which remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SOUTHWEST LIFESTYLE CONCEPTS, LLC
a Colorado limited liability company
By: HMB Partners, Inc.,
a Colorado corporation, its manager

By: D. E. Beauregard
Donald E. Beauregard
President

CITY OF SANTA FE,
A Municipal Corporation

Executed in Counterparts
Javier M. Gonzales, Mayor

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to Form:

Kelley A. Brennan, City Attorney

Approved:

Oscar S. Rodriguez,
Finance Director

City of Santa Fe, New Mexico

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

David Coss, *Mayor*

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Miguel M. Chavez, Mayor Pro Tem, Dist. 3
Patti J. Bushee, Dist. 1
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Rebecca Wurzburger, Dist. 2
Carmichael A. Dominguez, Dist. 3
Matthew E. Ortiz, Dist. 4
Ronald S. Trujillo, Dist. 4

Al Lilly, Santa Fe Planning Group, Inc
PO Box 2482
Santa Fe, NM 87504

August 21, 2006

Re.

Case # S 2006-17. Monte Sereno Phase III, Parcel 3 (Phase 4) Final Subdivision Plat. Al Lilly, agent for Southwest Lifestyle Concepts LLC, requests final plat approval for 118 single- family lots and 7 tracts on approximately 305 acres. The property is zoned PRRC (Planned Residential Resort Community) and is located north of Tano Road, south of the Santa Fe Opera and west of Highway 84/285. 7 tracts of land are for a hotel and cluster units. 5 Variances are included: 1) to disturb slopes in excess of 30% for road construction; 2) to exceed the 15' maximum height for cuts or fills for road construction; 3) to disturb slopes in excess of 30% for driveways on lots 24, 27, 34, 35, 38, 39, 62, 236, 237; 4) to exceed the 15' maximum height for cuts or fills for driveway construction on lots 34 and 39; and 5) to current landscape requirements to permit the installation of native trees and shrubs in place of street trees. No development will occur for the hotel and cluster units without a final development plan. (Andrew Harnden, Case Manager)

AL Lilly:

At their July 6, 2006 meeting, the Planning Commission approved the above referenced request with the following conditions:

1. Variances shall be granted based on the finding that the requested variances are appropriate in relation to the overall development and its purposes and their impacts upon surrounding properties.
2. Address all staff redlines and review comments before recording final plans
3. Provide temporary turn-arounds at the street ends.
4. Provide a 96" diameter cul-de-sac at the termination of Entrada Monteverde at the boundary of Tract A.
5. Provide all of the necessary easements for trails and scenic overlook on the subdivision plat.

If you have any questions, or need additional information regarding this matter, please call me at 955-6954.

Sincerely,

Andrew Harnden, Planner Supervisor

Xc: Diane Quarles, Director, Planning & Land Use
Greg Smith, Acting Director, Current Planning

Long, Komer & Associates
Attorneys and Counselors at Law

Nancy Long <nancy@longpoundkomer.com>

Monte Sereno Phase 4 - STATUS

1 message

ZAXUS, RISANA B. <rbzaxus@ci.santa-fe.nm.us> Mon, Oct 26, 2015 at 11:58 AM
To: "Nancy Long (nancy@longkomer.com)" <nancy@longkomer.com>
Cc: "John Armstrong (jta@crwnm.com) (jta@crwnm.com)" <jta@crwnm.com>

Nancy –

I have received approval from staff that I requested review the construction drawings for the Monte Sereno Phase 4 project.

I have also approved an Engineer's Estimate of Cost provided by John Armstrong.

Recording of the Plat will occur after appropriate signatures are obtained, AND the financial guarantee is provided.

Mr. Armstrong will provide me the mylar construction drawings which, once the Plat is recorded, will be filed in the City Plat Room, from where they can be checked out to make copies for permit submittal, when the time comes.

Risana B "RB" Zaxus, PE

City Engineer

October 21, 2021
Planning Commission

Case #21-4219. Monte Sereno Master Plan Amendment.

Case #21-3800. Monte Sereno Development Plan.

Case #21-3801. Monte Sereno Preliminary Subdivision for Phase 4.

Case #21-3837. Monte Sereno Variance to Subsections 14-8.2(D)(1) and (D)(2)(b).

EXHIBIT F

Applicant Submittals

1) Application
    a. Master Plan
    b. Design Guidelines
    c. Subdivision
    d. Development Plan

CLUB HOLDINGS LLC
Monte Sereno Resort Community

P.O. Box 31939
Santa Fe, NM 87594

September 10, 2021

Dan Esquibel, Senior Planner
Current Planning Division
City of Santa Fe, Land Use Department
200 Lincoln Ave.
Santa Fe, NM 87501

RE: The Resort at Monte Sereno; Master Plan Amendment

Dear Dan:

This letter is respectfully submitted on behalf of 21 Club Holdings, LLC ("Developer"), in application for an amendment to the Monte Sereno Master Plan, which was adopted by the City Council in conjunction with the Annexation and Development Agreement governing all of Monte Sereno in 1993. The Resort tract in Monte Sereno is approximately 37 acres and will contain the Resort Casitas and the Resort Village Applications have already been submitted for Development Plan, Preliminary Subdivision and for variances for road construction within the Resort tract. This application for Master Plan amendment is submitted in order to establish design guidelines and standards for the development of the Resort.

Background

The land comprising Monte Sereno was originally annexed by the City of Santa Fe ("City") in 1985. The land was then subjected to an amended Annexation and Development Agreement ("A&D") in 1993. The amended A&D was the result of a settlement agreement between the City of Santa Fe and the prior Monte Sereno developer that was court approved. The A&D was approved with an effective date of May 5. 1993 and provided approval for the following:

- The Monte Sereno Master Plan, which included 660 acres of property rezoned to Planed Resort Residential Community ("PRRC"). The Resort tract consists of 37 acres of the total acreage.

- Preliminary Subdivision Plat for the residential portion of Monte Sereno.

- Preliminary Development Plan for a 250-room hotel on the Resort tract.

After receiving preliminary Development Plan approval from the City Council for the Resort, final development plan approval of each phase of the Development Plan will be subject to review by the Architectural Review Committee ("ACC") for compliance with the Design Guidelines and Design Standards and then by City staff. Except as specifically provided in the Master Plan, Annexation Agreement or Design Standards, development of the Resort must comply with all other property development regulations adopted by the City.

Management Structure of Resort and Restrictions on Use

The A&D provides that the Resort Hotel may be under multiple ownership so long as it is under single management. Developer will enter into a contract with a Resort Management Company that will manage all aspects of the Resort including all operational and fiscal duties and responsibilities. The Management Company will also manage any membership program in the Resort amenities for Monte Sereno residential owners who are not owners of the Resort Casitas. A Rental Manager will be engaged to manage rental of the Resort Casitas subject to all commercially typical aspects of the employment of a rental manager. All Resort Casitas will be subject to Covenants, Conditions and Restrictions ("CCRs") which will govern and restrict any Resort Casita owner's use of the casita and prohibit any full-time occupancy in order to maintain the character of the development as a Resort. The operative agreements and CCRs are included with this letter.

Monte Sereno is a 600-acre residential resort master planned community located within the City limits. Its zoning is PRRC, is the only such zoned property in the City. It is a unique piece of property for many reasons, including its topography, the entitlements contained in the Annexation and Development Agreement, and mature branding. The website for Monte Sereno can be viewed at: www.monteserenosantafe.com

Developer currently has Preliminary Development Plan approval for a 250-room resort hotel with all of the land uses and amenities that are customarily associated with a resort. Over the past five years we have had numerous designers and architectural firms have prepared plans for the large resort hotel to include multi-story hotel structures, together with a free-standing restaurant, a major spa and fitness facility, a wedding pavilion and retail shops.

Over the past eight months, the Developer has moved away from the previously envisioned large, three-story resort structure and has now shifted to a much smaller boutique-type resort. This will be similar in layout to resorts owned and successfully operated by Four Seasons, such as Rancho Encantado north of Tesuque, as well as similar concepts in Napa Valley and other resort areas.

Proposed Development Plan

The proposed resort involves a reduced scale Resort Village with a private (membership) club, which will include a bar & grill, fitness facility, administration offices and guest check-in, as well as outdoor recreation facilities. Located on the southwest corner of the resort tract and adjacent to Monte Sereno Drive, the Resort Village will involve approximately 11,600 square feet of resort service structures and will include on-site parking and access to the resort trail system. The Resort Village is designed to serve 120 resort units located in 60 Resort Casitas, as well as the members of the planned club amenity.

In addition to 21 Club-owned units, any potential partners or casita owners will not be permitted to any form of "full-time residential occupancy" that is not subject to the minimum rental terms.

The architectural design for the Resort is described as soft contemporary Santa Fe style, and the low-profile buildings will be very much in keeping with the styles seen in the rest of Monte Sereno. All Resort casitas and the Resort Village will be subject to the Design Standards and the Design

Guidelines to be adopted as part of the Amended Master Plan. This will ensure cohesive and uniform architectural design throughout the Resort.

Master Plan Amendment Approval Criteria

The Master Plan approval criteria in §14-3.9(D) are addressed below:

(a) The master plan is consistent with the general plan;

This Master Plan Amendment aligns with General Plan Themes and Policies, such as balancing nature resource protection, conservation of water and reduction of water use by downsizing the hotel, maintaining and respecting Santa Fe's unique personality, sense of place and character, provides a mix of lands uses and streamlines the planning development review process. Furthermore, the General Plan Land Use Framework includes the following elements: Mix of Uses in All New and Existing Neighborhoods, Protection of Natural Resources and the Environment, Minimal Impacts on Congested Streets, and Commercial Development located away from Arterials.

(b) The master plan is consistent with the purpose and intent of the zoning districts that apply to, or will apply to, the master plan area, and with the applicable use regulations and development standards of those districts;

The stated purpose of the PRRC District in §14-4.3(1J)(1) is "… to provide for the comprehensive and coordinated planning of large-scale resort-residential developments that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities, and building types within the range of the economic market the development proposes to serve." This amended Master Plan is consistent with the purpose and intent of the PRRC District that encourages the development of resorts n conjunction with residential uses within the economic market the development proposes to serve.

(c) Development of the master plan area will contribute to the coordinated and efficient development of the community; and

The subject land area (Resort tract) makes efficient use of existing infrastructure and represents the final phase of development within Monte Sereno master-planned community, as contemplated in the A&D.

(d) 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 planned development.

Access to the resort will primarily be via "Village Drive," which is accessed from the north entry for Monte Sereno. The north entry was approved as part of the Master Plan, and now has been finally approved for improvement by the New Mexico Department of Transportation.

The north entry is included as part of the submittal for Development Plan approval.

Note that the Master Plan also included a separate access road leading north from Village Drive up to Tract A (the Resort Site). As part of the land planning for the Resort, the separate access road to the Resort has been abandoned, and Village Drive will be utilized instead. This has greatly reduced the amount of necessary tree clearing and grading, which would have been required for this independent access drive. Note also that a portion of the original road right-of-way for this road will now be utilized for sewer lift station #2 and for the temporary construction and administration office in close proximity to the north entry.

A Traffic Impact Analysis ("TIA"), dated April 16, 2020, was performed by Terry Brown, P.E. from Albuquerque, NM and has been submitted to and approved by the New Mexico Department of Transportation for construction of the north entrance.

The Resort will connect to the City water system via an existing water line that runs within the right-of-way for Village Drive and for Monte Sereno Drive adjacent to the Resort Site. The waterlines will be looped per the requirements of the Sangre de Cristo Water Division.

Although all open space requirements have previously been met upon the approval of the Monte Sereno Master Plan, the developer is proposing to create a significant amount of additional open space for the resort tract. Of the total 37 acres, approximately 12.5 acres is to be preserved as open space, which will include the expansion of the existing trail system. The proposed Resort project includes this open space for the benefit of resort guests, which is in addition to the private open space located directly adjacent to the resort casitas.

PRRC Zoning

The zoning of Monte Sereno is Planned Resort Residential Community (“PRRC’) which was established by the Santa Fe City Council in 1988. The purpose and intent of PRRC zoning is described in SFCC §14-4-3(J)(1) and generally provides comprehensive zoning for large scale resort – residential development. The Design Guidelines will guide the development of the Resort. Development of the lots is contingent upon approval of a Subdivision Plat and a Development Plan and will be subject to the Design Standards, and other relevant city policies and regulations. The Design Standards are structured to give users and reviewers a format, intent, and specific direction for development review and implementation.

City staff will approve administratively, final Development plans, for all portions of the Resort. The Development Plans for the Resort tract shall be consistent with the Design Standards.

Archaeology

Archeological surveys were conducted of the entire Monte Sereno land area and Clearance Permits have been issued and included with the Subdivision Plan and Development Plan application.

Early Neighborhood Notification

Two Early Neighborhood Notification ("ENN") meetings have been held. One on June 14, 2021, and another, due to the Master Plan amendment application, on September 9, 2021. The discussion centered around _____. Notes from the September 9, 2021, ENN meeting are submitted herewith for your review. Notes from the prior the ENN meeting have been previously provided.

In support of this request, the following documentation is submitted herewith, or has been previously provided, for your reference:

1. Master Plan Application
2. Agent Authorization Letter
3. Warranty Deed (previously submitted)
4. Legal Lot of Record
5. Legal Description (previously submitted)
6. Monte Sereno Annexation and Development Agreement
7. Design Guidelines
8. ENN Meeting Notes
9. Traffic Impact Analysis (previously submitted)
10. ARC Clearance for Monte Sereno (previously submitted)
11. Monte Sereno previously approved Master Plan
12. Monte Sereno Resort Management Agreement
13. Monte Sereno Resort CCRs

The Development Review Fees are calculated as follows:

Master Plan Amendment	$500.00
Six Posters: (3) for Planning Commission / 3 for City Council	$180.00
Total:	**$680.00**

Please contact me should you have any questions or require additional information.

Regards,

Al Lilly

Al Lilly
Vice President of Operations
21 Club Holdings, LLC
al@21clubholdings.com

PROJECT DATA & PARKING REQUIREMENTS

THE RESORT AT MONTE SERENO INCLUDES APPROX. 86.5 AC
ZONING: PRRC (PLANNED RESORT-RESIDENTIAL COMMUNITY DISTRICT)

RESORT DEVELOPMENT PLAN (SHEET A-100)
RESORT VILLAGE PLAN (SHEET A-101)

LAND USES:	PARKING PROVIDED
60 RESORT CASITA LOTS (EA.CASITA INCLUDES 2 GUEST UNITS) = TOTAL OF 120 RESORT UNITS	
PARKING REQUIREMENT: 1 SP/RENTAL UNIT=	120 PARKING SP.
NO. OF PARKING SPACES PROVIDED.	
49 CASITAS HAVE COVERED OR ENCLOSED PARKING FOR 2 CARS=98 SP	
11 CASITAS HAVE UNCOVERED PARKING FOR 2 CARS =	22 SP
ADDITIONAL COMMON AREA PARKING ON SITE=	10 SP
TOTAL PROVIDED:	130 SP
RESORT VILLAGE:	
FITNESS CENTER & BAR & GRILL / CLUBHOUSE FACILITY	
FITNESS/SPA FACILITY: 3,100 SF	
PARKING REQT.: 30% OF PERMITTED OCCUPANCY	
ASSUME TOTAL OCCUPANCY OF 40 PEOPLE.	12 SP.
BAR & GRILL / CLUBHOUSE FACILITY: 4500 SF INTERIOR	
PLUS 2000 SF PORTAL AREA = 6500 SF	
PARKING REQT.: 1 SP/200 SF OF NET LEASABLE AREA	
33 SP.	
RETAIL: 1,000 SF	
PARKING REQT.: 1 SP/200 SF NET LEASABLE AREA	5 SP.
ADMINISTRATION: 1,000 SF	
PARKING REQT.: 1 SP/350 SF NET LEASABLE AREA=	3 SP.
OUTDOOR SPECIAL EVENTS: 20 PEOPLE	12 SP
TOTAL PARKING REQUIRED:	65 SP
TOTAL PARKING PROVIDED. (IN 3 PARKING AREAS).	77 SP*
*4 PARKING SPACES ARE TO BE HANDICAP SPACES (1 IS VAN ACCESSIBLE)	
ACTIVE RECREATION & RESORT STORAGE AREA (NE CORNER OF SITE)	
MAX. 6000 SF STORAGE PLUS SPORTS FIELD 10 SP ON SITE:	10 SP
TOTAL PARKING PROVIDED:	217 SP.

PARKING LOT STANDARDS:
TYP. PARKING SPACE = 9'0" X 19'0"
TYP. DRIVING AISLE = 23'0"

BICYCLE PARKING: 10 SPACES PROVIDED

TOTAL RESORT BUILDINGS:

RESORT CASITAS:	150,000 SF
RESORT RECREATION/STORAGE AREA:	6,000 SF
RESORT VILLAGE	11,600 SF
TOTAL:	167,000 SF

LOT COVERAGE
LOT COVERAGE PROPOSED: 10.5%

BUILDING HEIGHT: 36 FT. MAXIMUM AT THE RESORT VILLAGE
24 FT. MAXIMUM AT THE RESORT CASITAS

OPEN SPACE:
OPEN SPACE REQUIREMENTS:NO ADDITIONAL OPEN SPACE IS REQUIRED, BUT ADDITIONAL OPEN SPACE IS BEING PROVIDED AS DESCRIBED BELOW. ALL REQUIRED OPEN SPACE IS INDICATED ON THE CITY APPROVED MASTER PLAN.

OPEN SPACE PROVIDED FOR RESORT VILLAGE:	APPROX. 1.0 AC
OPEN SPACE PROVIDED FOR RESORT CASITAS:	APPROX. 11.5 AC
TOTAL:	12.5 AC (34%)

LEGAL DESCRIPTION: SEE SURVEY PLATS
HANDICAP ACCESSIBLE GUEST UNITS:
120 RESORT GUEST UNITS. 6 HANDICAP ROOMS PROPOSED (3 FOR EA. PHASE)*
*HC = DESIGNATION ON DEVELOPMENT PLAN

STORM WATER AGREEMENT

THIS STORM WATER AGREEMENT ("Agreement") is entered into this _____ day of _____ by and between the City of Santa Fe ("City") and Monte Sereno Resort Management Company ("Monte Sereno"). Monte Sereno hereby agrees that all storm water easements and any other drainage improvements on private property will be maintained and kept fully functional as originally designed and constructed within private property boundaries by the Monte Sereno and subsequent heirs, assigns, and future owners. The City is hereby granted the following: (1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to the respective property owner(s) ("Owner"), to enter and restore full functional capacity of the drainage improvements; and (3) to lien the property for both direct and indirect costs associated with such work. By signature affixed fixed to this instrument, Owner approves and agree that this Agreement is binding perpetually, running with the land, on present and future owners, heirs, and assigns. The city is hereby granted the following:

(1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to t By

Drainage Facilities Maintenance

All drainage facilities shall be maintained by all property owners. Owner shall also have the responsibility for maintenance of the public drainage easement as per article 14 - 8 .2 (K) of the Santa Fe City Code.

Inspections shall be conducted by a registered professional engineer in the state of New Mexico or other qualified person. Inspections shall be conducted on the drainage facilities in accordance with the following schedule:

On or about March 15, on or about September 15, and after each storm event of 1-inch or greater. Maintenance of the drainage facilities shall be conducted and documented by the engineer and the owner. The owner shall maintain a file of the inspections and remedial action conducted on the drainage facilities.

Work shall be conducted in accordance with the engineer' s recommendations, and shall include, but is not limited to the following:

A. Flush all culverts, drop inlets and drainage pipes to remove sediment and vegetation that prevents or hinders the flow of storm water in the drainage structure(s);

B. Remove sediment in ponds that is greater than 6 inches in depth, and if necessary, reseed with native grasses; and install filter fabric and 3 to 4 inch cobble as directed by the engineer;

C. Inspect for sedimentation in all swales, ditches, drainage ponds and remove and stabilize as necessary.

D. Inspect for soil erosion at all drainage ponds, cut and fill slopes, and repair or stabilize accordingly.

E. Inspect the structural integrity of drainage ponds, slopes, rip-rap, gabions, drop inlets, culverts, energy dissipators, and retaining walls, rock plating, erosion control mats or blankets, and repair or stabilize accordingly; and

F. All basins/ponds shall drain within 24 hours of a storm event as per article 14-8.2(D)(4)(C)(11).

City of Santa Fe

By: _____
Title: _____
Date: _____

Monte Sereno Resort Management Company

By: _____
Title: _____
Date: _____

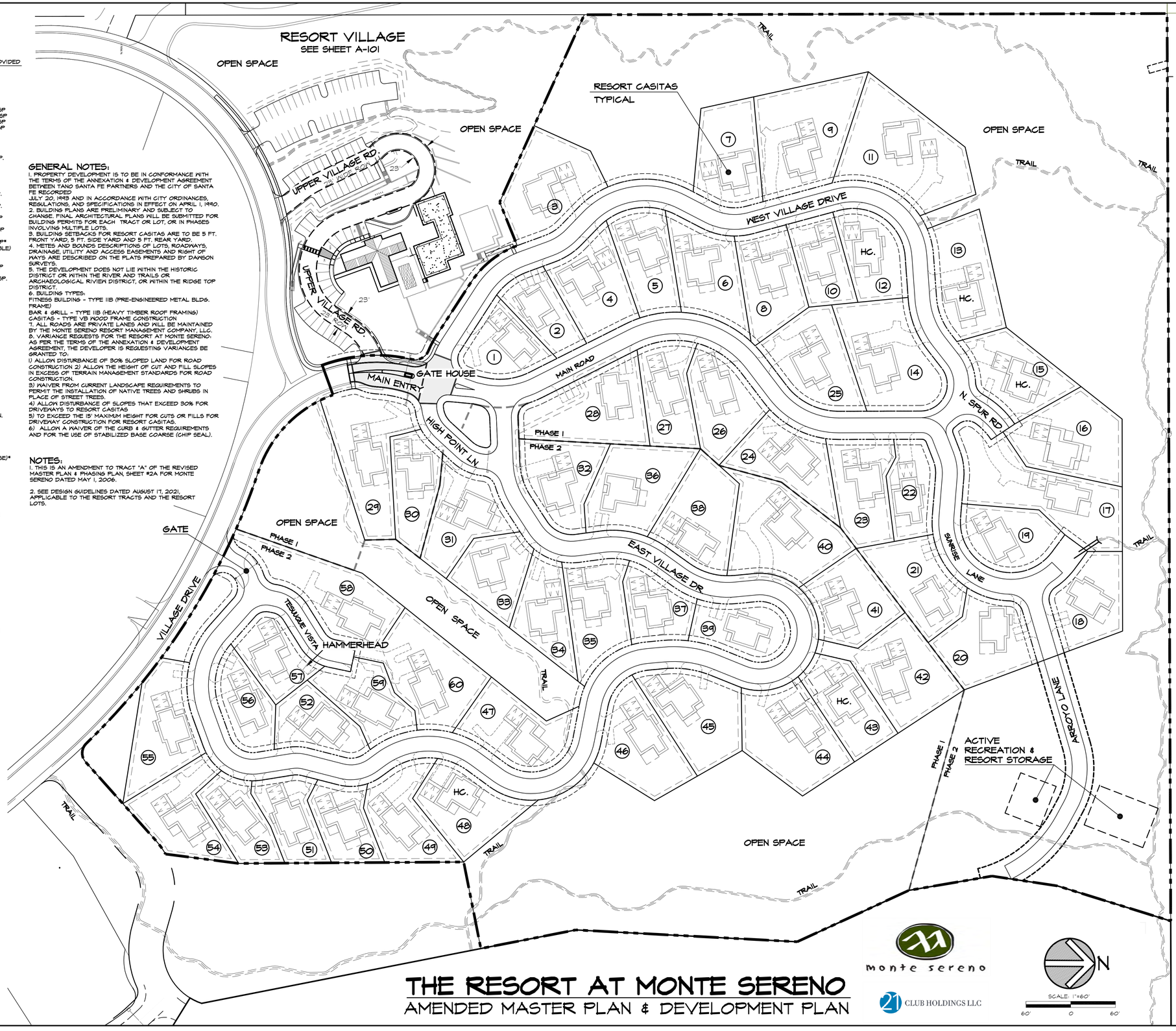
GENERAL NOTES:

1. PROPERTY DEVELOPMENT IS TO BE IN CONFORMANCE WITH THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE RECORDED JULY 20, 1993 AND IN ACCORDANCE WITH CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.
2. BUILDING PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL ARCHITECTURAL PLANS WILL BE SUBMITTED FOR BUILDING PERMITS FOR EACH TRACT OR LOT, OR IN PHASES INVOLVING MULTIPLE LOTS.
3. BUILDING SETBACKS FOR RESORT CASITAS ARE TO BE 5 FT. FRONT YARD, 5 FT. SIDE YARD AND 5 FT. REAR YARD.
4. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY AND ACCESS EASEMENTS AND RIGHT OF WAYS ARE DESCRIBED ON THE PLATS PREPARED BY DAWSON SURVEYS.
5. THE DEVELOPMENT DOES NOT LIE WITHIN THE HISTORIC DISTRICT OR WITHIN THE RIVER AND TRAILS OR ARCHAEOLOGICAL RIVIEW DISTRICT, OR WITHIN THE RIDGE TOP DISTRICT.
6. BUILDING TYPES:
FITNESS BUILDING - TYPE IIB (PRE-ENGINEERED METAL BLDG. FRAME)
BAR & GRILL - TYPE IIB (HEAVY TIMBER ROOF FRAMING)
CASITAS - TYPE VB WOOD FRAME CONSTRUCTION
7. ALL ROADS ARE PRIVATE LANES AND WILL BE MAINTAINED BY THE MONTE SERENO RESORT MANAGEMENT COMPANY, LLC.
8. VARIANCE REQUESTS FOR THE RESORT AT MONTE SERENO: AS PER THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT, THE DEVELOPER IS REQUESTING VARIANCES BE GRANTED TO:
1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROAD CONSTRUCTION 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION.
3) WAIVER FROM CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES.
4) ALLOW DISTURBANCE OF SLOPES THAT EXCEED 30% FOR DRIVEWAYS TO RESORT CASITAS
5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION FOR RESORT CASITAS.
6) ALLOW A WAIVER OF THE CURB & GUTTER REQUIREMENTS AND FOR THE USE OF STABILIZED BASE COARSE (CHIP SEAL).

NOTES:

1. THIS IS AN AMENDMENT TO TRACT "A" OF THE REVISED MASTER PLAN & PHASING PLAN, SHEET #2A FOR MONTE SERENO DATED MAY 1, 2006.

2. SEE DESIGN GUIDELINES DATED AUGUST 17, 2021, APPLICABLE TO THE RESORT TRACTS AND THE RESORT LOTS.



THE RESORT AT MONTE SERENO
AMENDED MASTER PLAN & DEVELOPMENT PLAN

monte sereno

21 CLUB HOLDINGS LLC

N

SCALE: 1"=60'
60' 0 60'

Lilly PLANNING ASSOCIATES
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 1791, Santa Fe, New Mexico 87504

SHEET TITLE
AMENDED MASTER PLAN & DEVELOPMENT PLAN

PROJECT NAME:
THE RESORT
AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS								
DATE								
BY								

A-100
08/18/2021

THE RESORT AT MONTE SERENO

SANTA FE, NEW MEXICO

DESIGN STANDARDS AND DESIGN GUIDELINES

Introduction

The Resort at Monte Sereno is a Resort Hotel Project ("Resort" or "Resort Project") upon which the commercial activities comprising the Resort Hotel will be conducted, including, but not limited to, food and beverage facilities, spa and fitness facilities, lobby, front desk and administrative office facilities and other ancillary facilities (collectively, the "Resort Village"). The overnight lodging accommodations of the Resort Hotel Project are contained in sixty (60) casitas (each a "Resort Casita" and collectively the "Resort Casitas"). Each Resort Casita shall contain a minimum of two (2) rental units for a total of 120 Resort guest units. In addition to the Resort Village and the Resort Casitas, the Resort Hotel Project contains certain common areas all as depicted on the Development Plan and Subdivision Plat for the Resort at Monte Sereno.

The Resort Casitas to be constructed within the Resort must conform to one of the pre-approved plans or agreed upon modifications to the plans as approved by the developer, 21 Club Holdings, LLC ("Developer") and its Architectural Control Committee ("ACC") for the Resort. The Resort Casitas will be accessed off a shared, private road that will be gated.

The Resort's Design Guidelines apply to the development, design and construction of all Resort Village facilities and to the construction of all Resort Casitas. The ACC will be responsible for review and approval of all architectural plans. Compliance with these Design Guidelines is mandatory to ensure a harmonious, cohesive and uniform Resort project. The Design Guidelines are presented with the application for Master Plan Amendment to be incorporated herein.

Background

The Monte Sereno Development is governed by an Annexation and Development Agreement dated May 5, 1993 (the "A&D') between the Developer and the City of Santa Fe ("City"). The A&D provides for a single-family residential lot development and for a resort hotel. The A&D provides that the hotel units may be located in multiple structures and allows for related resort amenities that may also be in multiple structures.

Zoning

The zoning for Monte Sereno, including the site for the Hotel is Planned Resort – Residential Community ("PRRC"), which is contained in the City Code under "Non-residential and Mixed Use Districts." The zoning specifically allows for resort use and is described in the City Code as follows:

> The purpose of the planned resort-residential community district is to provide for the comprehensive and coordinated planning of large-scale resort-residential developments that allows for phasing of development that will take place over a long period of time. This district allows and encourages the development of resorts in conjunction with a mixture of residential uses, densities, and building types within the range of the economic market the development proposes to serve." SFCC 14-4.3(J)(1) (A&D, Section 1.2).

The PRRC zoning specifically allows for the adoption of special development standards or design guidelines to be applied within a master plan area when such regulations are necessary to implement specific goals of the master plan. SFCC §14-3.9.

The Resort Project will have Preliminary Development Plan approval for the Resort Casitas and the Resort Village structures. Building permits for individual structures within the Hotel Project, which permits will constitute Final Development Plan approval for that aspect of the Resort Project shall be approved administratively by the City Land Use Department upon compliance with these Design Guidelines and other applicable City requirements.

Adoption of these Design Standards and Design Guidelines

These Design Standards and Design Guidelines ("Design Guidelines") are adopted as an amendment to the Master Plan for Monte Sereno. Development of all lots and structures within the Resort will be in conformance with the Final Subdivision Plat and the Preliminary Development Plan for the Resort and any applicable City policies and regulations. The Design Guidelines provide for cohesive and uniform development of the Resort. Development of individual lots and structures as portions of the Development Plan shall be first approved by the ACC for the Resort and then administratively reviewed and approved by the City.

Management Structure of Resort

The A&D provides that the Resort Hotel may be under multiple ownership so long as it is under single management. The Developer will enter into a contract with a Resort Management Company that will manage all aspects of the Resort including all operational and fiscal duties and responsibilities. The Management Company will also manage any membership program in the Resort amenities for Monte Sereno residential owners who are not owners of the Resort Casitas. A Rental Manager will be engaged to manage rental of the Resort Casitas subject to all commercially typical aspects of the employment of a rental manager.

I. STATEMENT OF DESIGN INTENT

The Design Guidelines represent design standards that provide direction in the planning, design, and construction of all structures in order to develop a Resort of the highest quality. It is also the intent of the Design Guidelines to protect the health, safety and welfare of the property owners and the resort guests.

The Design Guidelines ensure that structures within the Resort are compatible and consistent with each other, and with the surrounding environment. The structures in the Resort Village shall be "soft contemporary Santa Fe style." This type of construction and architecture is a creative interpretation of Pueblo or Territorial style architecture and will include the innovative use of materials and design, and unique methods of construction, to provide a more contemporary architectural style. It is the intent to provide a unique design for the Resort Village, which will involve architectural design that will set it apart from the design of the Resort Casitas, while also using complimentary building materials and earth tone exterior colors.

Each building site within the Resort Village is unique in terms of its inherent constraints and opportunities which necessitates that certain structures will be customized to respond to the unique site conditions. The Design Guidelines provide for some flexibility in design, such that the proposed Resort structures blend with the rugged terrain and natural environment and maximize the amount of undeveloped open space.

II. THE DESIGN REVIEW PROCESS

Schematic architectural plans have been designed for all proposed Resort Casitas and Resort structures located in the Resort Village. These schematic plans are included within these Design Guidelines and have been approved by the City as part of the Amended Master Plan and Development Plan approval process. More detailed architectural plans and civil engineering plans will be submitted to the City at the time of each building permit application. It is anticipated that modifications will be made to the schematic architectural plans to respond to the unique site conditions that may be present in various building sites. This may include adjustments to the building footprint and elevations, as well as different garage and parking conditions. Builders of the Resort Casitas will complete and submit the required construction documents.

Steeper terrain on some of the building sites will require that some of the Resort Casitas step down the hill, providing for a lower level "walkout" space. A typical building elevation of the walkout rental units is included within these Design Guidelines to establish the maximum building heights. Prior to construction, detailed architectural plans will be prepared for each building site and approved by the ACC, and then submitted to the City. Individual building permit applications shall then be reviewed and approved administratively by the City's Land Use Department. The ACC has the responsibility for enforcing adherence to the Design Guidelines.

- **ROADWAYS**

All roads within the Resort Project will be private roads. All roads will be constructed without curb and gutter as allowed by the A&D and to preserve a rural atmosphere.

- **ARCHITECTURAL CONTROL**

Developer, through the ACC, will oversee the Resort development in accordance with the Design Guidelines. The proposed work will occur entirely on land owned and surrounded by Developer, and all work will be supervised by the ACC.

- **Submittal Requirements:**

The preferred *Drawings Sheet Size:* 24" x 36".

The Builders of the Resort Casitas, and any Builder for the Resort Village structures will complete and submit construction documents to the ACC for review and approval before submitting to the City for building permits.

Each submittal is required to include the following construction documents:

1. *Site Plan* must show the approved building site or sites and the setbacks as per the recorded survey plat. The *Site Plan* must also include all site features identified in the Submittal Checklist as shown below:

   SITE PLAN –

   Indicate all information regarding right-of-ways, including:

- Delineation of the Building Sites ☐
- The Resort Structure(s) ☐
- Driveway, walkways, and parking areas ☐
- Construction Frost Free Hydrant ☐
- Lined Washout pit location ☐
- Dumpster location ☐
- Patios, pools, spas, site walls, proposed utility service facilities and locations ☐
- All utility connections ☐
- Building and wall sections ☐

2. The *Grading and Drainage Plan* must be certified by a licensed Engineer or Architect. The base information **MUST** be obtained from a professional topographical survey. Show all drainage flow within the "Building Site" (indicated with proposed contour lines at 2' intervals and directional arrows), as well as all detention ponds, swales, and catch basins. The benchmark and spot elevations must be provided; along with all pipe drains and culverts; and details for drainage of courtyards, patios, retaining walls, and low areas in close proximity to a building. Driveway entries must be tied into existing road grades.

The plan must ensure adequate drainage flow and show detention ponds (if required) and provide detailed drainage calculations as will be submitted to the City for building permits and placement for all other drainage features such as swales, pipes and culverts. In addition, all applicants must conform to the City Code regarding terrain management (Section 14-8.2F).

3. The *Lot Survey* must be prepared by a registered land surveyor and must show lot boundaries and dimensions, and existing two (2) foot contour lines. The *Lot Survey* must include the "as-built" road conditions and utilities relative to the *Building Site* including spot grades at or near driveway entrance.

4. *Floor Plans* must identify all rooms, the total area of the proposed structures (heated & unheated) and the outside dimensions of all masses.

5. *Roof Plans* must show areas of massing, drainage, sloped roofs, all skylights, and all roof-mounted equipment such as air conditioning units, solar collectors, TV antennas, and satellite dishes. The roof plans must also include all spot elevations along parapet walls and ridgelines (building heights of various masses and the existing contours as per the *Survey Plan*).

6. *Exterior Elevations* must show all sides of the structures, with both existing and proposed grade lines shown, finished floor levels shown, and all exterior materials and all exterior colors specified. The elevations of all parapets and roof ridgelines shall be identified.

7. The *Landscape Plan* must include a Tree Preservation Plan (TPP). The TPP must provide the location of all existing trees, as well as an accurate count and the identification of all significant trees within the approved Building Site. All trees to be saved, removed, or transplanted during the course of construction should be clearly marked. The applicant must conform to the City's Landscape Ordinance inclusive of replacement requirements. The Landscape Plan is to delineate the approved Building Site and should include the disturbed areas as shown on the grading & drainage plan, the driveway, all exterior walks, patios, and other decorative elements including accent rocks, water features, sculpture, landscape lighting, and any proposed water collection devices. The location, species and size of all proposed trees, shrubs and ground covers must be identified on the *Landscape Plan.* All areas and parking areas shall be adequately screened from public R.O.W.'s and from adjacent properties. All areas disturbed during construction must be re-vegetated with native grass, trees and shrubs as soon as construction is complete.

8. *Material and Color Samples* are required for all final submittals and shall include samples of all exterior materials and colors, as well as window and glazing specifications. These must be in compliance with the Design Guidelines and the approved list of colors.

9. *Benchmark.* Establish a permanent benchmark in a protected location and establish the elevation of highest natural grade adjacent to the structure (required at the time of Final Plan Submittal and prior to construction commencement).

- **TOP OF SLAB & TOP OF PARAPET ELEVATIONS (T.O.S. & T.O.P)**

The ACC requires confirmation that all foundation stem-walls and poured pads comply with the elevations and locations provided and approved in the Final Submittal. The Top of Slab Elevations (T.O.S.) must be prepared by a licensed surveyor

The ACC also requires confirmation that all building masses comply with the elevations and locations provided and approved in the Final Approved Plans.

- **ADDITIONAL CONSTRUCTION AND/OR EXTERIOR CHANGES**

For any changes to final approved plans prior to construction, but after final approval of plans, the applicant must first submit and obtain ACC approval for any changes to the approved drawings before construction may start.

- **LIQUID WASTE DISPOSAL**

All Resort Casitas are required to install a grinder pump and modular sewage storage well. Developer recommends the Environment One® submersible grinder pump (or equal) and modular sewage storage well (low-pressure grinder pump system) to grind and pressurize the wastewater entering the private collection system.

III. SITE PLANNING, ENGINEERING AND CONSTRUCTION

- **SITE PLANNING AND ENGINEERING**

While it is the intent of Developer to predominantly provide single floor guest units, this is not feasible with steeper terrain on some of the building sites. Wherever possible, buildings and improvements should step down the slopes so that split and multi-level finished floor elevations are related to the existing contours. Retaining walls and landscaping will be required to "soften" steeper slopes and to "break-up" the proposed height of the cut and fill slopes.

- **PARKING SPACES AND SCREENING**

Each Resort Casita must include parking for at least two automobiles.

- **SITE GRADING AND DRAINAGE**

All cut slopes must not exceed: (2:1 slope) two horizontal to one vertical (3:1 preferred maximum) and fill slopes shall not exceed a (3:1 slope) three horizontal to one vertical (4:1 is a preferred maximum fill slope). Any cut or fill equal to or steeper than 3:1 shall be revegetated and stabilized with jute netting.

Structures, driveways, and any improvements should be designed to fit the existing contours of the site as nearly as possible and should require minimal excavation. All culverts, bridges, or

other drainage structures must be finished with headwalls, wing walls, or other devices to prevent the erosion of slopes or soils and/or the exposure of the conduit or any unfinished structure. These structures may be finished in integrally colored concrete, moss rock, approved colored pre-cast concrete block, or stucco of an approved color. Culverts must be sized to accommodate the site drainage and roadway drainage shown on the drainage plan for the Resort.

- **DETENTION PONDS**

The City approved Subdivision Plat and Development Plan provide for common area detention ponds. All lot drainage shall be directed to flow into water detention ponds in accordance with the engineering plans.

- **BUILDING SETBACKS**

No building construction shall take place outside of the approved building site. Minimum setbacks for buildings from lot lines are as follows:

A. Front, Side and Rear yards: 5 feet min.
B. Minimum distance between buildings on adjacent lots: 10 feet

- **DRIVEWAY DESIGN AND DRIVEWAY ENTRANCE**

Only one driveway entrance is permitted for each Resort Casita, except as approved otherwise by the ACC. The finished gradient of any proposed driveway is not to exceed 15% for any part of its length. Any Resort Casita served by a driveway with a length of 150 feet or greater and a grade of 10% or more must include a residential fire suppression system. Masonry retaining walls and landscaping should be utilized to soften slopes. All areas are to be re-vegetated as per the minimum landscape requirements.

- **UTILITIES**

Developer has provided transformers for basic electrical service. All utility lines shall be run underground. Driveway design should provide adequate access to all utility meters and hook-up points, including those for gas, water, electricity, sewer, telephone and internet. Whenever possible, utilities should be run underneath the driveway to minimize the disturbance to the Resort Casita. All disturbed areas are to be re-vegetated with native vegetation.

- **SITE WALLS**

Please see Screen Walls / Site Walls**.**

- **SWIMMING POOLS, HOT TUBS, & SUNDECKS AT THE RESORT VILLAGE**

Swimming pools and hot tubs must be constructed according to all applicable regulations. Pools and hot tubs should be visually connected to the Resort Village structures through the use of walls or courtyards and must be adequately landscaped.

● RESORT CASITA IDENTIFICATION AND SIGNS

Each Resort Casita will have an identification sign at the road and then smaller individual signs to identify the two rental units within each Resort Casita. These signs will be uniform in design, materials, color and letter/numeral size, which will be provided by the ACC. The signs will have a maximum height of 30 inches and a maximum length of 30 inches; and the maximum letter/numeral size is limited to 8" in height. They will be lighted by one low-voltage light fixture that must not exceed 30 watts and should be mounted on the sign as a down light.

● LIGHTING

It is the intent of these Design Guidelines to allow for the minimum lighting necessary to provide for safety, security, and the enjoyment of outdoor living, while not negatively impacting neighboring properties or affecting the natural quality and darkness of the desert sky.

Interior Lighting

Care should be taken with interior lighting design to ensure that no light spills to the exterior of the Resort Casita and causes glare when seen from neighboring properties or common areas. No light sources pointing up or out, or visible through windows, clerestories, or skylights are allowed. Darkly tinted glazing must be used on all skylights and clerestories, and dark tinting of glass areas or the use of window coverings on doors and windows may be required to reduce light spill from interior spaces.

Exterior Lighting

All standard exterior lighting for the Resort Casitas will be uniform, as provided by the ACC and must comply with City Ordinance Sec. 14-8.9 and with the following additional guidelines: When there is a conflict, the more stringent guideline will apply.

Security Lighting provides bright illumination during emergency situations only. It must be circuited and controlled separately from any and all other lights. Security lights must be contained within appropriate exterior canisters and may not be bare bulbs. Security lights may be placed high up on an exterior wall and are not limited by the height restrictions for exterior lighting. This lighting should almost never be on.

Standard Exterior Lighting is used to illuminate vehicular and pedestrian areas. Motion-detector controlled driveway down-lighting may be used to provide illumination for access from the street to a garage, and the lights shall have an automatic shutoff function. All exterior lights are to be 'down-lit' and shielded. This lighting should be illuminated only when needed so that people may see to safely move around the property.

Exterior Living Lighting is intended to illuminate exterior living areas such as patios or landscaping behind walls and used only during waking hours (interpreted to be off by 11 p.m., which is consistent with the State of New Mexico's Night Sky Protection Law). There shall be no uplights, other than on a limited basis for Specimen Trees.

Categories of Lighting

Driveway Lights – Safety Lighting
Flood Lights – Security Lighting
Landscaping Lights – Exterior Living Lighting

Fixture Types

Exterior fixtures **MUST** be down lights – no upward projection of light, no horizontal projection of light. Driveway lighting to be spaced a minimum of 15' on center and shall be down-lit and shielded.

Bulbs & Wattage Limits

Total wattage of bulbs in an exterior fixture is 40 watts, except for address identification signs that require a maximum of 30 watts. This is the total for all bulbs in a fixture, not for each bulb. Bulbs in lantern type fixtures must be coated, not clear. Security lighting can use 75 watt bulbs.

Shielding

Regardless of the function, the light sources (lamps and bulbs) of all exterior lighting must be completely shielded from view to eliminate glare from any normal standing, sitting or driving view angles from any neighboring property or common area. For example, lantern type fixtures with an exposed bulb are not permitted.

Aiming

All exterior lights, with the exception of Specimen Tree Lighting, must be down lights.

SPECIMEN TREE LIGHTING

A. Quantity – A maximum of three (3) upward directed Exterior Living lights are allowed for each Resort Casita.
B. Location/Use – Upward directed lights will be limited to illumination of only large, mature specimen trees as specifically approved by Developer.

IV. ARCHITECTURAL DESIGN

• BUILDING HEIGHTS

The maximum height of a building mass for Resort structures at the Resort Village shall be 35 ft. The maximum building height for the Resort Casitas shall be 24 ft. As per City Code, the maximum height is measured from the average of the highest point and the lowest point of the finished grade at the perimeter of the structure. Also note that due to steep terrain and grading constraints, two-story Resort Casitas are planned for approximately 30% of the lots. The lower level is not to be used for guest accommodations. A depiction of an allowable two-story, "walk-out" Resort Casita is attached hereto as Appendix A.

● SURVEYING BENCHMARKS

All Builders are required to establish a survey Benchmark in a protected area on-site pre-construction. A licensed surveyor must certify that the slab elevations are as per the approved plans and that the parapet elevations are constructed as per the approved plans during the course of construction. After framing, Builder must certify that the finished height of the Resort Casitas, or the Resort Village structures, comply with these Design Guidelines and the Final Approved Plans. Should the heights exceed the guidelines set forth herein or an approved variance there-from, Builder must immediately bring the structure into full compliance prior to completing construction.

● RETAINING WALLS

When retaining walls are required in a cut, they may not exceed 6 feet in height. When cut or fill slopes exceed six feet, then retaining walls shall be stepped.

● BUILDING COLORS

Exterior wall colors must be earth toned and approved by the ACC, all of which must have an L.R.V. of 50% or less.

Builders are to submit color sample boards, illustrating all exterior colors and materials, with the final application. The sample board must not exceed 9" x 12"). Note: The ACC may reject a mix of proposed materials and colors, if in the opinion of the ACC, these colors do not meet the intent of these Design Guidelines and are not in harmony with the colors allowed for the Resort Casitas.

● GARAGE DOORS

The style of garage doors shall be uniform for all Resort Casitas.

● ROOFS / SATELLITE DISHES / TV ANTENNAS / ROOF MOUNTED EQUIP.

All roofs shall be in accordance with the schematic architectural plans approved by the ACC and the City. Note that pitched roofs will be permitted for the Resort structures within the Resort Village. All Resort Casitas will have flat roofs.

Roof-mounted mechanical equipment is prohibited on any roof unless it is screened and is not visible from the road or public spaces. Developer must approve all roof materials. All vents and miscellaneous roof-mounted metals shall be painted to match the exterior wall color.

All submittals for new construction must show the proposed location of any satellite dish, TV antennas, and/or roof-mounted equipment, including necessary false parapets or other wall screening. Resort Casita owners who wish to install a satellite dish, TV antenna, or any roof-mounted equipment are also required to submit their plan to the ACC for approval.

For Resort Casitas situated well below road level, mechanical units require ground installation.

- **MATERIALS AND EXTERIOR SURFACES**

The predominant material for the exterior surface of all Resort Casitas shall be stucco. However, buildings within the Resort Village may include alternate exterior surfaces (steel, wood, composite and/or concrete) with earth tone colors. Glass may not be mirrored. The use of stone within the Resort Village as a complimentary building material is encouraged. With ACC approval, wood may only be used as an incidental material for beams, vigas, trim, detailing or latilla railings. All concrete shall be integrally colored. With the exception of exposed aggregate concrete surfaces, uncolored concrete is not allowed for any visible exterior use.

- **BUILDING PROJECTIONS**

All projections from a building, including but not limited to, chimney caps, vents, gutters, downspouts, utility boxes, porches, railings, and exterior stairways, shall be visually integrated into the overall design and match the color of the building.

- **SOLAR COLLECTORS**

Placement of solar collectors and related equipment must be reviewed and approved by the ACC.

- **SCREEN WALLS / SITE WALLS / FENCING**

Screen walls, site walls and fencing should be visual extensions of the architectural design of the proposed Resort Casita or Resort Village structures. They may be used to distinguish private areas such as the courtyard area and patios, and shall be used for screening of hot tubs, sun decks, guest parking, and service areas, swimming pools within the Resort Village and utility pedestals.

Freestanding screen / site walls may not exceed 6’ 0” in height and must be in accordance with Section 14-8.5 of the City Code. Screen / site walls should be varied in height and shapes with offsets and/or buttressing, planters, curves and gates. The predominant materials include masonry construction (block or adobe) with a stucco exterior finish, or an approved stone exterior. With ACC approval, stone, wrought iron and coyote fencing may be incorporated into the design. Wood fences are not permitted, except for the use of coyote fencing in combination with stucco pilasters on the corners and spaced within the fence at a maximum spacing of 20 ft. on center upon ACC approval. Coyote fencing of individual wall lengths of less than 10 feet require no pilasters. Fencing is allowed with ACC approval to provide city mandated security for swimming pools or hot tubs in the Resort Village.

- **SERVICE YARD**

All above ground garbage and trash containers, outdoor mechanical equipment and outdoor storage of any kind must be screened from adjacent properties or public spaces utilizing site walls and/or landscaping. The ACC may require additional trees to help provide further protection from visual and noise pollution. Consideration should be given to the addition of

sound absorbing material for the interior of the equipment enclosures, and/or providing a sound absorbing cover for the equipment.

All fuel tanks, water tanks, and similar storage facilities must either be shielded from view by walls or structures or must be located underground with all visible projections screened from view. Use and construction must comply with all applicable codes and ordinances.

- **WATER CONSERVATION**

The following items are required by the Design Guidelines to conserve water consumption:

- Water saving fixtures shall be installed in all new construction. Water saving fixtures shall include, but not be limited to, low flush toilets, low flow fixtures, and insulation of hot water pipes and hot water tanks. Toilets shall use no more than 1.6 gallons per flush; showerhead flows shall not exceed 2.5 gallons per minute; and faucet flow shall not exceed 2.5 gallons per minute.

- Evaporative coolers must circulate bleed-off water.

- Dishwashers shall use no more than 13 gallons in a regular cycle and shall have a cycle adjustment, which allows reduced water to be used for reduced loads.

- Washing machines shall use no more than 43 gallons in the regular cycle and shall have cycle or water level adjustments, which permit reduced amounts of water to be used for reduced loads.

- Hot water systems for potable water must have a recirculating pump or must utilize so-called “instant hot water” heaters near points of use to minimize the waste of water while waiting for it to become hot.

- Drought-tolerant plant materials are required for all landscaped areas.

- Areas identified as “Temporary Irrigation” of new plants must be discontinued as soon as the plant materials have become established within two years or bury for longer term alternate uses.

- Pool covers must be installed and used reasonably to reduce evaporation, as well as pool maintenance and water heating.

- **TRAIL EASEMENT**

The Resort Trail System will involve trail easements across the Resort Village and across several of the Resort Casita lots. These are identified on the survey plat.

V. LANDSCAPE GUIDELINES

● INTRODUCTION

It is the intent of the Landscape Guidelines to preserve the high desert environment and the natural landscape throughout the development process. All landscape elements must meet City ordinances and shall be in accordance with the City approved Development Plan.

Landscape installation is to occur immediately following the completion of the color coat of the Resort Casita or earlier as deemed reasonable. Builder is encouraged to revegetate cut and/or fill slopes as soon as possible to establish erosion control. All landscape installations are to be warranted by the landscape contractor for a period of one year. Landscape Contractor shall include at least one over-seeding of revegetation seed areas during the warranty period.

All plant material that is installed shall be maintained by the Resort Management Company.

● FIRE PITS / FIRE FEATURES

Fire pits and/or fire features are limited to GAS FIRED ONLY. No outdoor wood burning fire pits/features are allowed at the Resort.

VI. CONSTRUCTION REGULATIONS

● INTRODUCTION

The following Construction Regulations shall be made a part of the construction contract documents.

Gas and electric meters shall be installed on the side of the Resort Casita with no exceptions.

● DAILY OPERATION

Construction working hours are as follows: Monday - Friday: 7:00 a.m. to 7:00 p.m., and on Saturday: 8:00 a.m. to 4:00 p.m. Working on Sunday is prohibited. Developer must approve any variance to these regulations in writing.

● STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Builder is responsible for complying with EPA NPDES Storm Water Pollution Prevention Plan permitting requirements.

- **CONSTRUCTION TRAILERS, PORTABLE FIELD OFFICES, AND TEMPORARY FACILITIES**

Any Builder who intends to use a construction trailer, field office, or any other temporary facility (including viewing platforms) within the Resort Village shall first apply for and obtain written approval from the ACC. To obtain such approval, you must submit a copy of the Architect's site plan that notes proposed locations of the construction trailer, field office or temporary facility.

- **DEBRIS AND TRASH REMOVAL**

Construction sites must have a dumpster and approved trash containers on-site during the entire construction period. The location of the dumpster / trash containers must be shown on the Site Plan and approved by the ACC.

Builders must clean up all trash and debris on the construction sites after lunch and at the end of each day. Trash and debris shall be removed from each construction site frequently and shall not be permitted to accumulate. Lightweight materials, packaging, and other items shall be covered or weighted down to prevent them from being blown from each construction site. Builders are prohibited from dumping, burying, or burning trash, vegetation or other materials anywhere on the Resort property.

- **CONCRETE / STUCCO WASHOUT AREA**

A temporary concrete and/or stucco washout area shall be constructed to be utilized for the site or sites and must be lined with plastic lining material. The washout area must be cleaned once it is 75% full. This facility shall be removed and revegetated upon completion of the Resort Casita. DO NOT wash concrete or stucco into arroyos or any unprotected area on the lot.

- **SANITARY FACILITIES**

Each Builder shall be responsible for providing adequate sanitary facilities for construction workers. Portable toilets or similar temporary toilet facilities shall be located only within the Building Site or in an area approved by the ACC. Portable toilets shall be tan in color.

- **PROHIBITED PRACTICES**

Builders will be held responsible for the conduct of their agents, representatives, and sub-contractors while on the premises of the Resort. The following rules must be followed:

- Careless disposal of cigarettes or any other flammable material is prohibited.
- Carrying any type of firearms within the Resort is prohibited.
- Using disposal methods or equipment other than those approved by the ACC is prohibited.
- Changing oil on any vehicle or equipment on the site itself or at any other location within the Resort is prohibited.
- Construction personnel may not bring pets (dogs or other animals) into the Resort.

- The use of loud radios and other audio equipment, which may interfere with neighboring properties, is not permitted on construction sites at the Resort.
- Littering is not permitted on construction sites or elsewhere within the Resort.

- **DUST AND NOISE**

Builder shall be responsible for controlling dust and noise.

- **CONSTRUCTION ACCESS**

All construction access is to be via the north entry at the frontage road (Opera Drive) at SR 84/285**.** While the Resort Casitas are under construction, the construction sites may be accessed only via the approved driveway for the lot unless the ACC approves an alternative access point. Builder is required to apply base course or rock cobble to the construction access drive to help keep mud and dirt off the main roads in the communities.

- **CONSTRUCTION SIGNAGE**

Temporary construction signs shall be limited to one pre-approved standardized sign per lot. Please contact Pronto! Signs at 505-989-7396 and provide the information below. Please display the building permit per City requirements. The location of the sign shall be subject to the review and approval of the ACC. No other signs are allowed without approval of the ACC. The following information must appear on the standardized construction sign:

Lot number and address
Builder's name
One contact phone number

Construction signs may not be installed prior to obtaining a building permit and must be removed at the time the Resort Casita is substantially complete or when the ACC directs the sign to be removed.

- **ENFORCEMENT**

The Design Guidelines may be enforced by the ACC, City, the Resort Management Company or the Resort Owner's Association and its Board, or by . Each shall have all of the rights and remedies provided for herein, or which may be available at law or equity including the imposition and collection of any fines imposed for violations of these Design Guidelines and the imposition of liens for the same.

- **AMENDMENTS**

All amendments to these Design Guidelines shall be subject to approval by the City Land Use Department.

THE RESORT AT MONTE SERENO

APPENDIX A:
ILLUSTRATIONS
(See Attached)

Building Elevations attached for:

- Resort Village
- Resort Casitas
- Resort Casitas with walk-out
- Cross Section of walk-out Resort Casita

APPENDIX A: RESORT VILLAGE ILLUSTRATIONS

SCHEMATIC ELEVATIONS



RESORT CLUBHOUSE & FITNESS EAST ELEVATION

NOT TO SCALE



RESORT CLUBHOUSE & FITNESS SOUTH ELEVATION

NOT TO SCALE

APPENDIX A: RESORT VILLAGE ILLUSTRATIONS

SCHEMATIC ELEVATIONS



RESORT CLUBHOUSE & FITNESS EAST ELEVATION

NOT TO SCALE



RESORT CLUBHOUSE & FITNESS SOUTH ELEVATION

NOT TO SCALE

APPENDIX A: STORAGE STRUCTURE ILLUSTRATIONS

SCHEMATIC ELEVATIONS



(TYP) STORAGE STRUCTURES

NOT TO SCALE

SHORT ELEVATION A

SHORT ELEVATION B

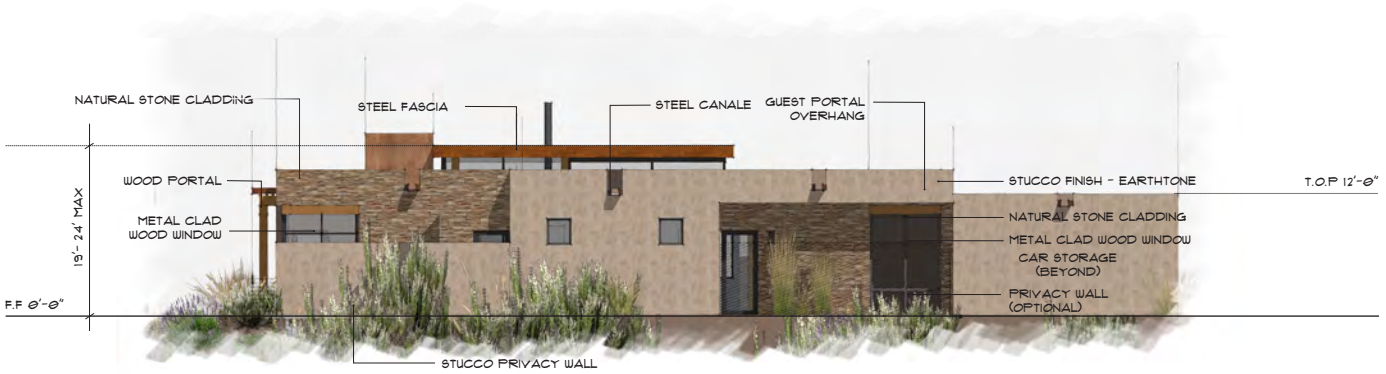
APPENDIX A: RESORT CASITA ILLUSTRATIONS

SCHEMATIC ELEVATIONS



(TYP) RESORT CASITA EAST ELEVATION

NOT TO SCALE



(TYP) RESORT CASITA NORTH ELEVATION

NOT TO SCALE

APPENDIX A: RESORT CASITA ILLUSTRATIONS

SCHEMATIC ELEVATIONS



(TYP) RESORT WALKOUT CASITA ELEVATION

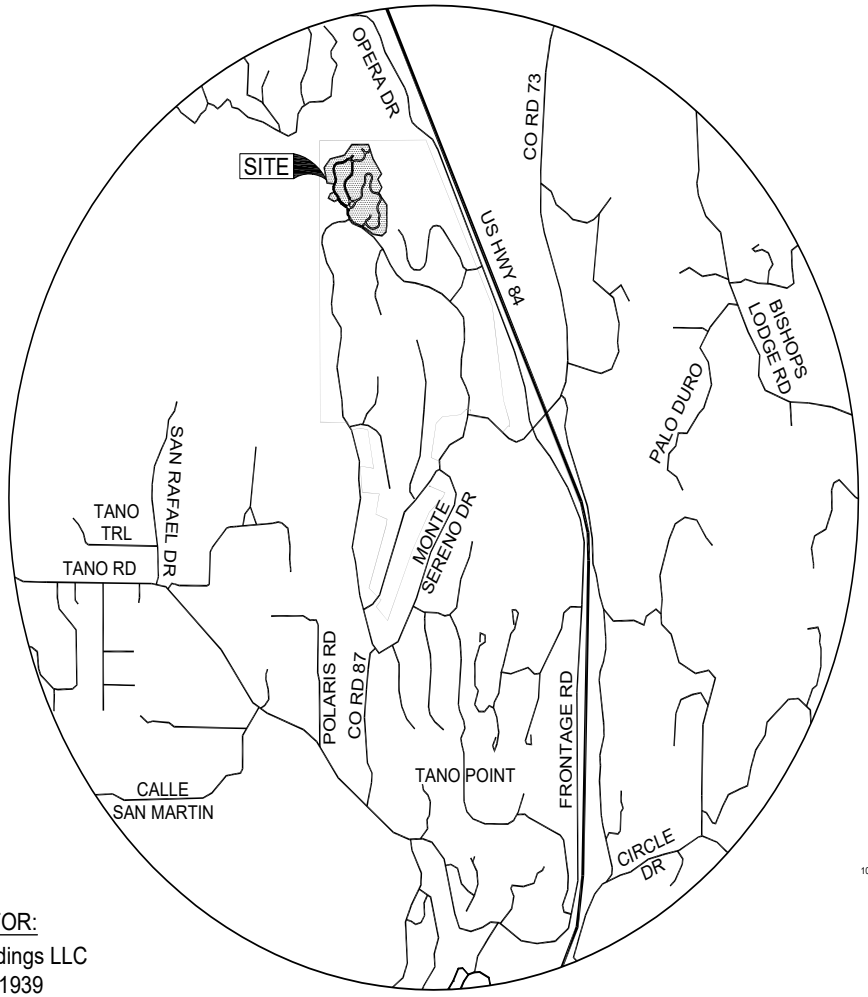
NOT TO SCALE



(TYP) RESORT WALKOUT CASITA CROSS SECTION

NOT TO SCALE

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO



PREPARED FOR:

21 Club Holdings LLC
P.O. Box 31939
Santa Fe, NM 87594-3193

JUNE 2021

CITY OF SANTA FE, NEW MEXICO

SECTION 36, T18N, R09E

CASE # _____

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BUILDING PERMIT No's: (GRADING)_____ (LANDSCAPE/UTILITIES)_____

INFRASTRUCTURE CONSTRUCTION ADDRESS_____

ENGINEER'S STORMWATER INFRASTRUCTURE CERTIFICATION

I, UNDERSIGNED, BEING A PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THE RECORD INFORMATION SHOWN HEREON IS BASED ON ACTUAL FIELD MEASUREMENTS AND VISUAL INSPECTIONS PERFORMED BY MYSELF OR UNDER MY DIRECT SUPERVISION.

I FURTHER CERTIFY THAT THE RECORD CONDITION OF THE SITE AS OF _____ IS IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED GRADING AND DRAINAGE PLAN PREPARED BY _____, DATED _____.

_____
PRINTED NAME, NMPE NO._____, DATE _____.

PROPERTY DEVELOPMENT MUST COMPLY WITH SECTION 14-8.12 (RELOCATION OF GUNNISON'S PRAIRIE DOGS.)

CITY OF SANTA FE DRAINAGE NOTES:

1. SUBJECT TO THE APPROVAL OF CITY OF SANTA FE PERMIT AND DEVELOPMENT REVIEW DIVISION STAFF, STORM DRAINAGE AND EROSION/SEDIMENT CONTROL IMPROVEMENTS SHALL BE EXECUTED IN CONJUNCTION WITH THE CONSTRUCTION OF EACH SEGMENT OF ROADS AND UTILITIES. THESE IMPROVEMENTS SHALL BE COMPLETED AND INSPECTED PRIOR TO THE ISSUANCE OF BUILDING PERMITS.
2. MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS AND DRAINAGE FACILITIES IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF SANTA FE IS HEREBY GRANTED THE RIGHT TO ACCESS AND INSPECT THESE EASEMENTS AND DRAINAGE FACILITIES AT THE DISCRETION OF THE CITY. THE OWNER AGREES TO TO INDEMNIFY AND TO HOLD HARMLESS FROM ALL DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE CITY'S REASONABLE EXERCISE TO THEIR ACCESS AND INSPECTION RIGHT.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE PROJECT WAS BUILT IN ACCORDANCE WITH THE SPECIFICATIONS AND THAT THESE RECORD DRAWINGS ARE TRUE AND CORRECT TO THE BEST OF MY BELIEF.

_____
ERIC A. CORNELIUS, N.M.P.E. NO. 22790
SANTA FE ENGINEERING CONSULTANTS, LLC.

monte sereno

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
2502 CAMINO ENTRADA
SANTA FE, NEW MEXICO

SFEC Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REV.	SHEETS	CITY ENGR.	DATE	REV.	SHEETS	CITY ENGR.	DATE

APPROVAL OF REVISIONS

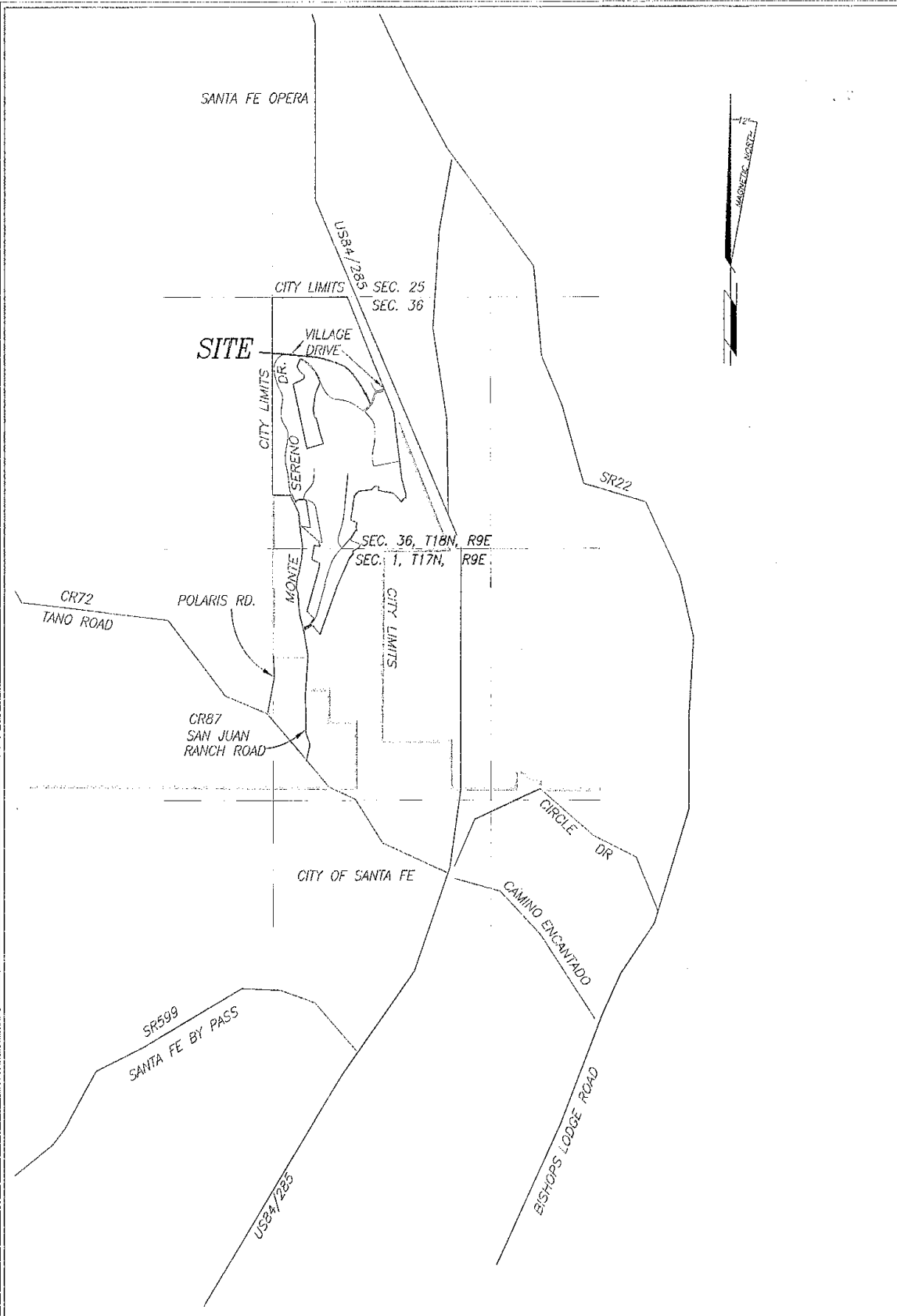
CITY OF SANTA FE

APPROVED FOR CONSTRUCTION

CITY ENGINEER DATE

COVER SHEET AND INDEX OF SHEETS

SHEET G-100



REPLAT OF THE COMPOUND PHASE 2 AT MONTE SERENO PHASE 3

SHOWING THE ADJUSTMENT OF THE PHASE 3 BOUNDARY AND LOT LINES WITHIN THE COMPOUND PHASE 2 LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

PURPOSE STATEMENT: PHASE 4, AMENDMENT #3

- LOTS 8 THROUGH 12, 17 AND 18 ARE APPROVED RESIDENTIAL LOTS OF "THE COMPOUND PHASE 2, AT MONTE SERENO", CASE #2017-68 RECORDED AS INST. #1855717 ON THE 24TH DAY OF APRIL, 2018 IN PLAT BOOK 833, PAGES 14-18 AND AMENDED AND RE-RECORDED AS INST. #1858473 ON THE 25TH DAY OF MAY, 2018 IN PLAT BOOK 834 PAGES 44-48. THIS PLAT ADJUSTS THE INTERIOR BOUNDARIES OF THESE LOTS AND THE EXTERIOR BOUNDARY OF THE NORTHWEST CORNER OF LOT 8, ADDING 1,146 SQ.FT.± OF TRACT M, A RESULTANT PORTION DUE TO THE RELOCATION OF THE R/W BY PLAT 850/03-07.
- TRACT F1 IS AN APPROVED OPEN SPACE TRACT IN PHASE 4 PURSUANT TO P&DR CASE#S 2006-17 AT THEIR MEETING OF JULY 6TH 2006. THIS PLAT ADJUSTS THE BOUNDARY OF PHASE 3 AND 4, MOVING TRACT F1 INTO PHASE 3 AND DEDICATING IT AS PUBLIC OPEN SPACE.
- LOTS 8 THROUGH 10, 17 AND 18 WILL HAVE INDIVIDUAL DRIVEWAYS FROM MONTE SERENO DRIVE. LOTS 11 AND 12 WILL BE ACCESSED BY A SHARED PRIVATE ACCESS FROM MONTE SERENO DRIVE.

REFERENCE DOCUMENTS

1. THE COMPOUND PHASE 2 AT MONTE SERENO, A REPLAT OF MONTE SERENO PHASE 3, RECORDED AS INST. #1855717 IN BOOK 833 PAGES 14-18, AMENDED AND RE-RECORDED AS #1858473 IN BOOK 834 PAGES 44-48.
2. MONTE SERENO PHASE 4 AMENDMENT #2, PHASE 4C, A SUB-PHASE OF MONTE SERENO PHASE 4 PREPARED BY DIEGO J. SISNEROS NMPLS #13986 RECORDED AS BOOK 855 PAGE 35-38.
3. ALTA/ACSM LAND TITLE SURVEY PREPARED BY DIEGO J. SISNEROS NMPLS #13986 RECORDED AS INST.#1779254 PLAT BOOK 794 PAGE 40-41.
4. REVISED ANNEXATION PLAT PREPARED FOR TANO SANTA FE PARTNERS, RECORDED IN BOOK 303, PAGE 021.
5. WARRANTY DEED 665/904-906.

ALL RECORDED PLATS AND DEEDS REFERENCED ON THE FACE OF THIS PLAT.

FLOOD ZONE:

THE SURVEYED TRACTS LIE WITHIN OTHER AREAS "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FIRM MAP No. 35049C0405D, EFFECTIVE 6/17/2008(THIS MAP WAS NOT UPDATED IN 2012).

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 23rd DAY OF DEC., 2020 TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13986 4/13/2021

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL SURVEYOR

UTILITY COMPANIES

David R Aikin 5/5/2021
COMCAST DATE

IN APPROVING THIS PLAT, PNM PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM), NEW MEXICO GAS COMPANY (NMGC) AND QWEST CORPORATION d/b/a CENTURYLINK (QWEST) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM, NMGC AND QWEST DO NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT, OR OTHER DOCUMENT WHICH ARE NOT SHOWN ON THIS PLAT.

[signature] 4/27/2021
PNM ELECTRIC SERVICE DATE

[signature] 5-10-2021
NM GAS COMPANY DATE

Qwest Corporation, d/b/a CenturyLink QC DISCLAIMER.

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE TELEPHONE SERVICE TO THE SUBDIVISION.

Doug Dale 5/5/2021
Qwest Corporation d/b/a CenturyLink QC DATE

COUNTY ACKNOWLEDGEMENT

[signature] May 11, '21
SANTA FE COUNTY TREASURER DATE

Inst-# 1953714

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 20 day of May, 2021 A.D. at 1:25 o'clock P M, and was duly recorded in book 878, page(s) 9-12 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe County, N.M.
[signature]
Deputy

COUNTY CLERK SANTA FE COUNTY NEW MEXICO KATHARINE E. CLARK

CITY OF SANTA FE APPROVAL CASE #2021-3436

8781009

[signature] 5/18/21
CITY ENGINEER FOR LAND USE DATE

Noah Berke 5/19/21
CITY PLANNER DATE

NOTES:

1. EACH LOT SHALL BE SERVICED BY SEPARATE SEWER AND WATER SERVICES.

2. THE LOTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN FIRST SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS, AND EASEMENTS FOR INCLUSION OF ADDITIONAL LAND WITHIN THE DECLARATION AS LOTS 8-12, 17, 18 AND 214 IN PHASE 2 OF THE COMPOUND PHASE 2 AT MONTE SERENO RECORDED AS INST.#1865181.

3. STORM WATER DETENTION: "ON LOT AND/OR CENTRALIZED PONDING" IS REQUIRED TO MITIGATE INCREASED STORM WATER RUN-OFF FROM LOT DEVELOPMENT. INCREASED STORM WATER RUN-OFF FROM ROADS IS TO BE HANDLED BY CENTRALIZED PONDS.

4. NO WALLS FENCES OR OTHER STRUCTURES THAT WOULD IMPEDE DRAINAGE FLOW SHALL BE PLACED WITHIN DRAINAGE EASEMENTS SHOWN HEREON.

5. PERMANENT TRAFFIC CONTROL: SIGNS SHALL BE INSTALLED BY THE DEVELOPER AT THEIR EXPENSE.

6. BUILDING SITES HAVE BEEN DELINEATED ON EACH LOT. ALL CONSTRUCTION OF RESIDENCES OR OTHER BUILDINGS MUST OCCUR WITHIN THESE BUILDING SITES.

7. HOMES IN MONTE SERENO WILL BE REQUIRED TO INSTALL AUTOMATIC FIRE SUPPRESSION SYSTEMS IF THE FOLLOWING OCCURS: 1) THE DRIVEWAY BETWEEN THE PUBLIC ROAD AND THE HOME EXCEEDS 10% IN GRADE AND 150' IN LENGTH, OR 2) THE PUBLIC ROAD GRADE EXCEEDS 10% AND ACCESS TO THE HOME REQUIRES USING A SECTION OF THE ROADWAY THAT EXCEEDS 10% GRADE.
THERE ARE PUBLIC ROAD GRADES EXCEEDING 10% IN PHASE 3.

8. FENCES AND/OR WALLS SHALL NOT BE CONSTRUCTED WITHIN PUBLIC UTILITY EASEMENTS.

9. BUILDING SETBACKS: FRONT YARD 10' (20' FACE OF GARAGE), 5' SIDE YARD, 10' REAR YARD. THE PRRC ZONING ALLOWS ESTABLISHING BUILDING SETBACKS OR AS PER CITY APPROVED BUILDING SITES, "WHICHEVER IS MORE RESTRICTIVE(NOTE #6).

10. THE PLANNING COMMISSION ON 1/05/06 GRANTED VARIANCES FOR; 1) DISTURBANCE OF 30% SLOPED LAND FOR ROAD 2) THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION. 3) CURRENT LANDSCAPE ORDINANCE 14-8.4G2 TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES. 4) DRIVEWAYS ON THE FOLLOWING LOTS: 127,139,142,145,153,154,158,160,163,164,179,180,184,185,188,209 TO DISTURB 30% SLOPE IN EXCESS OF 1000 SQ.FT., AND ALSO TO EXCEED CUTS AND FILLS IN EXCESS OF TERRAIN MANAGEMENT STANDARDS.

11. A CONTRIBUTION OF $17,000 FROM MONTE SERENO IS REQUIRED BY THE CITY OF SANTA FE FOR TRAFFIC MITIGATION AT THE RIDGE TOP INTERCHANGE WITH HIGHWAY 599. THE AMOUNT WAS ESTABLISHED BASED ON A PROJECTION OF TRAFFIC FROM THE 275 SINGLE FAMILY LOTS. THE CONTRIBUTION IS TO BE PAID AT THE RATE OF $62 PER PLATTED LOT. PRIOR TO PLAT RECORDING, DEVELOPER SHALL PROVIDE PROOF OF PAYMENT TO THE LAS ESTRELLAS MASTER ASSOCIATION, INC. IN THE AMOUNT OF $0.

12. THERE ARE NO BUILDING SITES LOCATED IN THE ESCARPMENT DISTRICT.

13. AS PER THE TERMS OF THE ANNEXATION AND DEVELOPMENT AGREEMENT, A FEE OF 2% OF THE GROSS SALES PRICE OF EACH RESIDENTIAL LOT SHALL BE PAID TO THE CITY OF SANTA FE AT THE TIME OF APPLICATION FOR A BUILDING PERMIT BY EACH OWNER AS AN AFFORDABLE HOUSING DEVELOPMENT FEE AND A FEE OF 1% OF THE GROSS SALES PRICE OF EACH RESIDENTIAL LOT SHALL BE PAID TO THE CITY BY THE DEVELOPER AT THE TIME OF CLOSING OF EACH LOT AS A BUSINESS/CRAFTS INCUBATOR FEE.

14. INDIVIDUAL LOT IMPROVEMENT WILL BE SUBJECT TO C.O.S.F. ORDINANCE No. 2009-38 (WATER REQUIREMENTS ORDINANCE) AND RESOLUTION No. 2010-20 (ADMINISTRATIVE PROCEDURES FOR WATER DEMAND OFFSET REQUIREMENTS).

15. PROPERTY DEVELOPMENT IS GOVERNED BY THE ANNEXATION AND DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF SANTA FE AND TANO SANTA FE PARTNERS, DATED 5/5/1993, AS AMENDED. PURSUANT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT, PROPERTY DEVELOPMENT IS GOVERNED BY THE CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.

16. DRAINAGE EASEMENT (DE) LOCATIONS SHOWN WERE DETERMINED FROM MAPPING AND MAPPING INTERPRETATION DONE BY OTHERS. THE DIMENSIONS SHOWN ARE FOR GENERAL IDENTIFICATION ONLY, THE TRUE LOCATION OF THE DE'S ARE TO BE DETERMINED BY THE PHYSICAL LOCATION OF THE IDENTIFIED DRAINAGE.

DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNER(S) HAVE CAUSED TO BE RE-PLATTED, THOSE LANDS SHOWN HEREON AND THE LOT LINES AND EASEMENTS WITHIN THE COMPOUND PHASE 2 AT MONTE SERENO, AS SHOWN ON PLAT RECORDED AS INST. #1855717 ON THE 24TH DAY OF APRIL, 2018 IN PLAT BOOK 833, PAGES 14-18 AND AMENDED AND RE-RECORDED AS INST. #1858473 ON THE 25TH DAY OF MAY, 2018 IN PLAT BOOK 834 PAGES 44-48, ARE VACATED AND SUPERCEDED BY THE LOT LINES AND EASEMENTS AS SHOWN HEREON. THIS SAID REPLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S).

DRAINAGE EASEMENTS ARE GRANTED FOR MITIGATION OF STORM WATERS, MAINTENANCE IS THE RESPONSIBILITY OF THE H.O.A. FOR PHASE 3.

TRACT F1 IS HEREBY DEDICATED TO THE CITY OF SANTA FE AS OPEN SPACE, TO BE MAINTAINED IN ITS NATURAL/EXISTING STATE BY THE MONTE SERENO HOMEOWNERS ASSOCIATION. THIS OPEN SPACE IS SUBJECT TO A FLOATING EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE NON-MOTORIZED PEDESTRIAN TRAIL TO BE MAINTAINED BY THE MONTE SERENO HOMEOWNERS ASSOCIATION.

ACCESS THROUGH TRACT F1 IS HEREBY GRANTED OVER AN EXISTING PUBLIC SANITARY SEWER EASEMENT TO PROVIDE INGRESS/EGRESS TO LOT 8.

THE 15' WIDE TRAIL EASEMENT AS SHOWN ON LOTS 8 THROUGH 11 IS FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE NON-MOTORIZED PEDESTRIAN TRAIL. MAINTENANCE WILL BE THE RESPONSIBILITY OF THE MONTE SERENO HOMEOWNERS ASSOCIATION FOR PHASE 3.

PRIVATE ACCESS EASEMENTS ARE GRANTED FOR THE SHARED USE OF LOTS 9 AND 10. MAINTENANCE WILL BE THE RESPONSIBILITY OF THE USING LOT OWNERS. THIS EASEMENT IS SUBJECT TO PUBLIC UTILITY & DRAINAGE EASEMENTS.

TRACT 1 IS RETAINED BY 21 CLUB HOLDINGS LLC. WITH PRIVATE ACCESS FOR THE BENEFIT OF LOTS 11 & 12. MAINTENANCE WILL BE THE RESPONSIBILITY OF THE USING LOT OWNERS. THIS EASEMENT IS SUBJECT TO PUBLIC UTILITY, DRAINAGE EASEMENTS AND EMERGENCY TURNAROUND.

PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.
EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMERS/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE FOR NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

"QWEST CORPORATION D/B/A CENTURYLINK QC" FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE SUCH LINES, CABLE AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENT, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRICAL TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS SHALL BE BINDING UPON THE UNDERSIGNED AND THEIR SUCCESSORS AND ASSIGNS

THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF SAID OWNER(S). THIS PLAT CONTAINS 110.89 ACRES, MORE OR LESS. THIS REPLAT LIES WITHIN THE PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

STORMWATER AGREEMENT:

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORM WATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULLY FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES BY OWNERS, THE MONTE SERENO HOMEOWNERS ASSOCIATION AND SUBSEQUENT HEIRS, ASSIGNS, AND FUTURE OWNERS. THE CITY IS HEREBY GRANTED THE FOLLOWING: (1) ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; (2) IN THE EVENT OF DRAINAGE FACILITY MAINTENANCE DEFICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND (3) TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COSTS ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSTRUMENT, THE PROPERTY OWNER(S) APPROVE AND AGREE THAT THIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

OWNER: 21 CLUB HOLDINGS LLC.
[signature]
ALFRED S. LILLY, DIRECTOR

STATE OF NEW MEXICO
COUNTY OF SANTA FE
THE FORGOING INSTRUMENT WAS SUBSCRIBED, SWORN TO AND ACKNOWLEDGED BEFORE ME BY ALFRED S. LILLY, DIRECTOR OF 21 CLUB HOLDINGS LLC. THIS 10 DAY OF MAY, 2021.

OFFICIAL SEAL
ANNA M. BOHANNON
Notary Public
State of New Mexico
My Comm. Expires 12/16/23

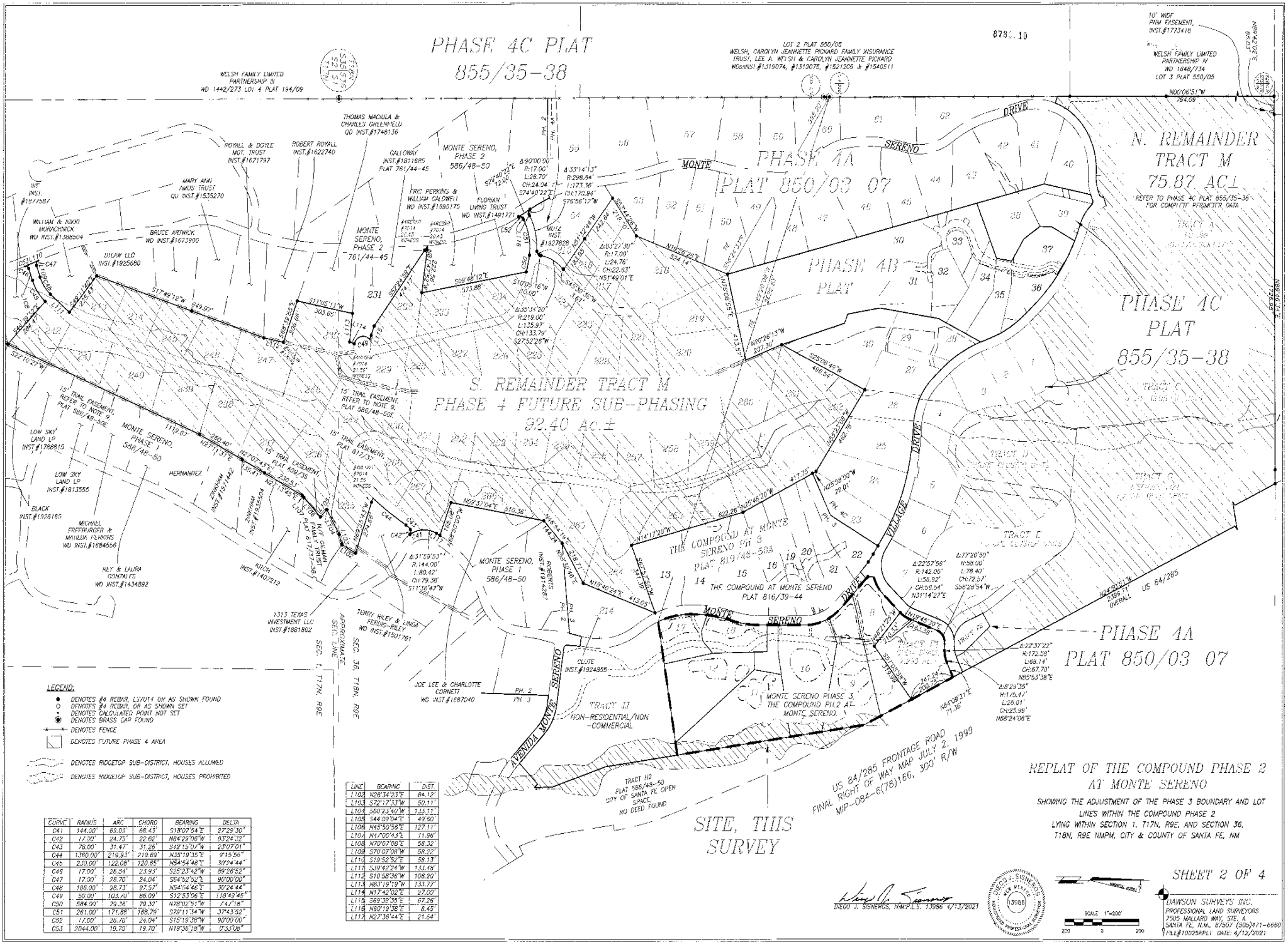
Anna M. Bohannon 12/16/23
NOTARY PUBLIC MY COMMISSION EXPIRES

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

OWNERS: 21 CLUB HOLDINGS LLC
UPC LOT 8: 1-054-103-242-296
UPC LOT 9: 1-054-103-267-276
UPC LOT 10: 1-054-103-273-253
UPC LOT 11: 1-054-103-288-221
UPC LOT 12: 1-054-103-276-201
UPC LOT 17: 1-054-103-256-185
UPC LOT 18: 1-054-103-256-212
UPC TRACT F2: 1-054-103-266-312
PLSS DESIGNATION: SECTION 1, T17N, R9E, NMPM, & SECTION 36, T18N, R9E, NMPM
CITY & COUNTY: SANTA FE
STATE: NEW MEXICO

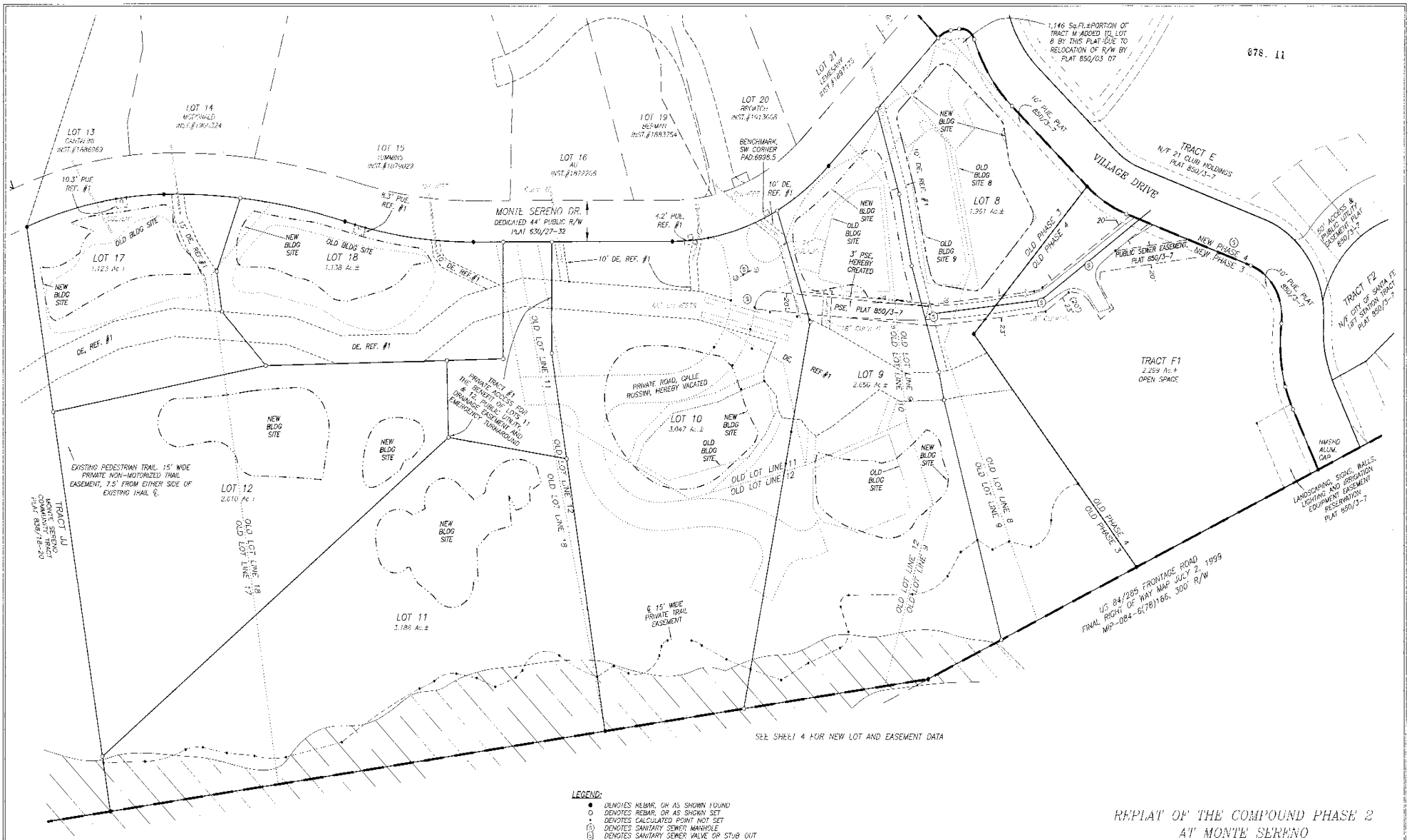
SHEET 1 OF 4

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, STE. A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10025RPLT DATE: 4/12/2021



CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C41	144.00'	69.09'	68.43'	S18°07'54"E	27°29'30"
C42	17.00'	24.75'	22.62'	N84°26'06"W	83°24'32"
C43	78.00'	31.47'	31.26'	S42°15'01"W	23°07'01"
C44	1360.00'	219.83'	219.69'	N35°19'35"E	9°15'56"
C45	250.00'	122.08'	120.85'	N84°54'46"E	30°24'44"
C46	17.00'	26.54'	23.91'	S25°23'42"W	89°26'52"
C47	17.00'	26.70'	24.04'	S64°52'52"E	90°00'00"
C48	186.00'	98.73'	97.57'	N54°54'46"E	30°24'44"
C49	50.00'	105.70'	86.09'	S12°53'06"E	118°49'45"
C50	584.00'	79.38'	79.32'	N78°02'51"W	7°47'18"
C51	261.00'	171.88'	168.79'	S79°11'34"W	37°43'52"
C52	17.00'	26.70'	24.04'	S15°19'38"W	90°00'00"
C53	2044.00'	19.70'	19.70'	N19°36'18"W	0°33'08"

LINE	BEARING	DIST.
L102	N28°34'03"E	84.13'
L103	S72°17'33"W	50.11'
L104	S60°23'40"W	143.13'
L105	S44°09'04"E	49.50'
L106	N45°50'56"E	127.11'
L107	N17°00'43"E	11.96'
L108	N70°07'08"E	58.32'
L109	S70°07'08"W	58.27'
L110	S19°52'52"E	58.13'
L111	S39°42'24"W	133.18'
L112	S10°58'36"W	108.20'
L113	N83°19'19"W	133.77'
L114	N17°42'02"E	27.00'
L115	S69°39'35"E	67.26'
L116	N60°19'58"E	6.45'
L117	N27°36'44"E	21.64'


LOT 13
CANTALINI
INST.#1486960
LOT 14
MORRISSEY
INST.#1961,324
LOT 15
HAMMONS
INST.#1079029
LOT 16
AU
INST.#1877226
LOT 19
BERMAN
INST.#1883754
LOT 20
ARGUETA
INST.#1913666
LOT 21
LOVE-SAAV
INST.#1891,172
BENCHMARK,
SW CORNER
PAD:6938.5
MONTE SERENO DR.
DEDICATED 44' PUBLIC R/W
PLAT 630/27-32
10.3' PUE,
REF. #1
9.3' PUE,
REF. #1
4.2' PUE,
REF. #1
10' DE, REF. #1
20' DE, REF. #1
15' DE, REF. #1
OLD BLDG SITE
NEW BLDG SITE
LOT 17
1.125 Ac ±
LOT 18
1.138 Ac.±
DE, REF. #1
LOT 12
2.610 Ac ±
LOT 11
3.186 Ac.±
TRACT JJ
MONTE SERENO
COMMON AREA
PLAT 836/18-20
EXISTING PEDESTRIAN TRAIL, 15' WIDE
PRIVATE NON-MOTORIZED TRAIL
EASEMENT, 7.5' FROM EITHER SIDE OF
EXISTING TRAIL ℄.
TRACT #1
PRIVATE ACCESS FOR
THE BENEFIT OF LOTS 11
& 12, PUBLIC UTILITY,
DRAINAGE EASEMENT AND
EMERGENCY TURNAROUND
OLD LOT LINE 11
OLD LOT LINE 12
OLD LOT LINE 13
OLD LOT LINE 18
PRIVATE ROAD, CALLE
ROSSINI, HEREBY VACATED
LOT 10
3.047 Ac.±
LOT 9
2.056 Ac ±
OLD LOT LINE 10
OLD LOT LINE 9
OLD LOT LINE 8
℄ 15' WIDE
PRIVATE TRAIL
EASEMENT
1,146 Sq.Ft.±PORTION OF
TRACT H ADDED TO LOT
8 BY THIS PLAT DUE TO
RELOCATION OF R/W BY
PLAT 850/03-07
878. 11
10' PUE, PLAT
850/3-7
VILLAGE DRIVE
TRACT E
N/F 21 CLUB HOLDINGS
PLAT 850/3-7
LOT 8
1.351 Ac.±
OLD BLDG
SITE 8
OLD BLDG
SITE 9
3' PSE,
HEREBY
CREATED
OLD PHASE 1
OLD PHASE 4
OLD PHASE 3
NEW PHASE 4
NEW PHASE 3
PUBLIC SEWER EASEMENT,
PLAT 850/3-7
PSE, PLAT 850/3-7
20' PUE, PLAT
850/3-7
50' ACCESS &
PUBLIC UTILITY
EASEMENT, PLAT
850/3-7
TRACT F1
2.259 Ac.±
OPEN SPACE
TRACT F2
N/F CITY OF SANTA FE
LIFT STATION TRACT
PLAT 850/3-7
FND 5/8
REBAR
FND 1/2
REBAR
FND 5/8
REBAR
FND 1/2
REBAR
FND 1/2
REBAR
FND 1/2

NEW LOT DATA

REPLAT OF THE COMPOUND PHASE 2 AT MONTE SERENO

SHOWING THE ADJUSTMENT OF THE PHASE 3 BOUNDARY AND LOT LINES WITHIN THE COMPOUND PHASE 2 LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

878 12

EXISTING EASEMENT NOTES:

THERE ARE EXISTING CUT/FILL SLOPE EASEMENTS WITHIN THE LOTS ADJOINING THE MONTE SERENO DR. AND VILLAGE DR. RIGHT OF WAYS, PLATS 586/48--50E AND 850/3-7.

CONTROL REFERENCE AND BASIS OF BEARING:

BEARINGS ARE DERIVED FROM THE NEW MEXICO STATE PLANE, CENTRAL ZONE (NAD) PROJECTION DERIVED FROM GPS OBSERVATIONS. DISTANCES ARE GROUND REFERENCED TO 6800 ASL. GROUND TO GRID SCALE FACTOR IS 0.999583885.

DIEGO J. SISNEROS, N.M.P.L.S. 13986 4/13/2021

DIEGO J. SISNEROS 13986 NEW MEXICO PROFESSIONAL SURVEYOR

THE COMPOUND AT MONTE SERENO PH 3 PLAT 815/46-50A

MONTE SERENO DR. DEDICATED 41' PUBLIC R/W PLAT 630/27-32

VILLAGE DRIVE PUBLIC RIGHT-OF-WAY PLAT 850/3-7

BASECOURSE ROAD

DIRT ROAD

US 84/285 FRONTAGE ROAD FINAL RIGHT OF WAY MAP JULY 2, 1999 MP-084-6(78)166, 300' R/W

RIDGETOP SUB-DISTRICT

LOT 8 1.961 Ac.± #3137 MONTE SERENO DR.

LOT 9 2.650 Ac.± #3135 MONTE SERENO DR.

LOT 10 3.047 Ac.± #3133 MONTE SERENO DR.

LOT 11 3.196 Ac.± #3129 MONTE SERENO DR.

LOT 12 2.610 Ac.± #3131 MONTE SERENO DR.

LOT 17 #3123 MONTE SERENO DR. 1.123 Ac.±

LOT 18 1.134 Ac.± #3121 MONTE SERENO DR.

TRACT 1 0.4705 Ac.± PRIVATE ACCESS FOR THE BENEFIT OF LOTS 11 & 12, PUBLIC UTILITY, DRAINAGE EASEMENT AND EMERGENCY TURNAROUND

TRACT E N/F 21 CLUB HOLDINGS PLAT 850/3-7

TRACT F1 2.259 Ac.± OPEN SPACE

TRACT F2 N/F CITY OF SANTA FE LIFT STATION TRACT PLAT 850/3-7

TRACT JJ THE COMMUNITY SERENO TRACT PLAT 838/19-22

LOT 14 MCDONALD INST.#1900324

LOT 15 TUMBARO INST.#1815029

LOT 16 AG INST.#1812206

LOT 19 BERMAN INST.#1883754

LOT 20 ERGATCH INST.#1913006

LOT 21 KENESHAW INST.#1827175

LOT 22 CASTRO INST.#1910687

LOT 7 N/F 21 CLUB HOLDINGS PLAT 850/3-7

PRIVATE ACCESS FOR THE SHARED USE OF LOTS 9 AND 10, PUBLIC UTILITY & DRAINAGE EASEMENT

PRIVATE ACCESS FOR THE SHARED USE OF LOTS 9 AND 10, PUBLIC UTILITY & DRAINAGE EASEMENT

THE FINISHED PAD ELEVATION FOR LOT #10 BUILDING SITE SHALL NOT BE LOWER THAN 6992.0'

BUILDING SITE A

BUILDING SITE B

3' PSE HEREBY CREATED

HATCHED PORTION OF PUBLIC SEWER EASEMENT, PLAT 850/3-7, HEREBY GRANTED AS ACCESS EASEMENT FOR THE BENEFIT OF LOT 8

PUBLIC SEWER EASEMENT PLAT 850/3-7

PSE, PLAT 850/3-7

BENCHMARK, SW CORNER PAD:6998.5

10' PUE, PLAT 850/3-7

10.3' PUE REF. #1

8.3' PUE REF. #1

4.2' PUE, REF. #1

10' DE, REF. #1

DE, REF. #1

28' SETBACK FROM BANK

27' SETBACK FROM BANK

31' SETBACK FROM BANK

15' DE, REF. #1

5' ACCESS & PUBLIC UTILITY EASEMENT PLAT 850/3-7

LANDSCAPING, SIGNS, WALLS, LIGHTING AND IRRIGATION EQUIPMENT EASEMENT RESERVATION PLAT 850/3-7

NMSHD ALUM. CAP

6' WIDE PRIVATE TRAIL EASEMENT

6' WIDE PRIVATE TRAIL EASEMENT

LEGEND:

- ● DENOTES #4 REBAR LS13986, OR AS SHOWN
- ○ DENOTES #4 REBAR, OR AS SHOWN SET
- • DENOTES CALCULATED POINT NOT SET
- ····· DENOTES OLD LOT LINE OR UTILITY EASEMENT APPROVED BY PLAT 634/44-48, VACATED OR RELOCATED AS SHOWN
- DENOTES BUILDING SITE, THIS PLAT
- PSE DENOTES PUBLIC SEWER EASEMENT
- DE DENOTES DRAINAGE EASEMENT
- PUE DENOTES PUBLIC UTILITY EASEMENT
- FAUE DENOTES PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT
- DENOTES RIDGETOP SUB-DISTRICT, HOUSES PROHIBITED

BOUNDARY DATA IN PARENTHESIS IS FROM PRIOR PLATS OR DOCUMENTS

DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT INFORMATION OUTSIDE OF THIS BOUNDARY IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT. DIMENSIONS AND AREAS SHOWN THAT EXCEED NORMAL SURVEY ACCURACIES ARE FOR MATHEMATICAL PURPOSES ONLY AND DO NOT REPRESENT OR IMPLY A GREATER SURVEY ACCURACY. THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

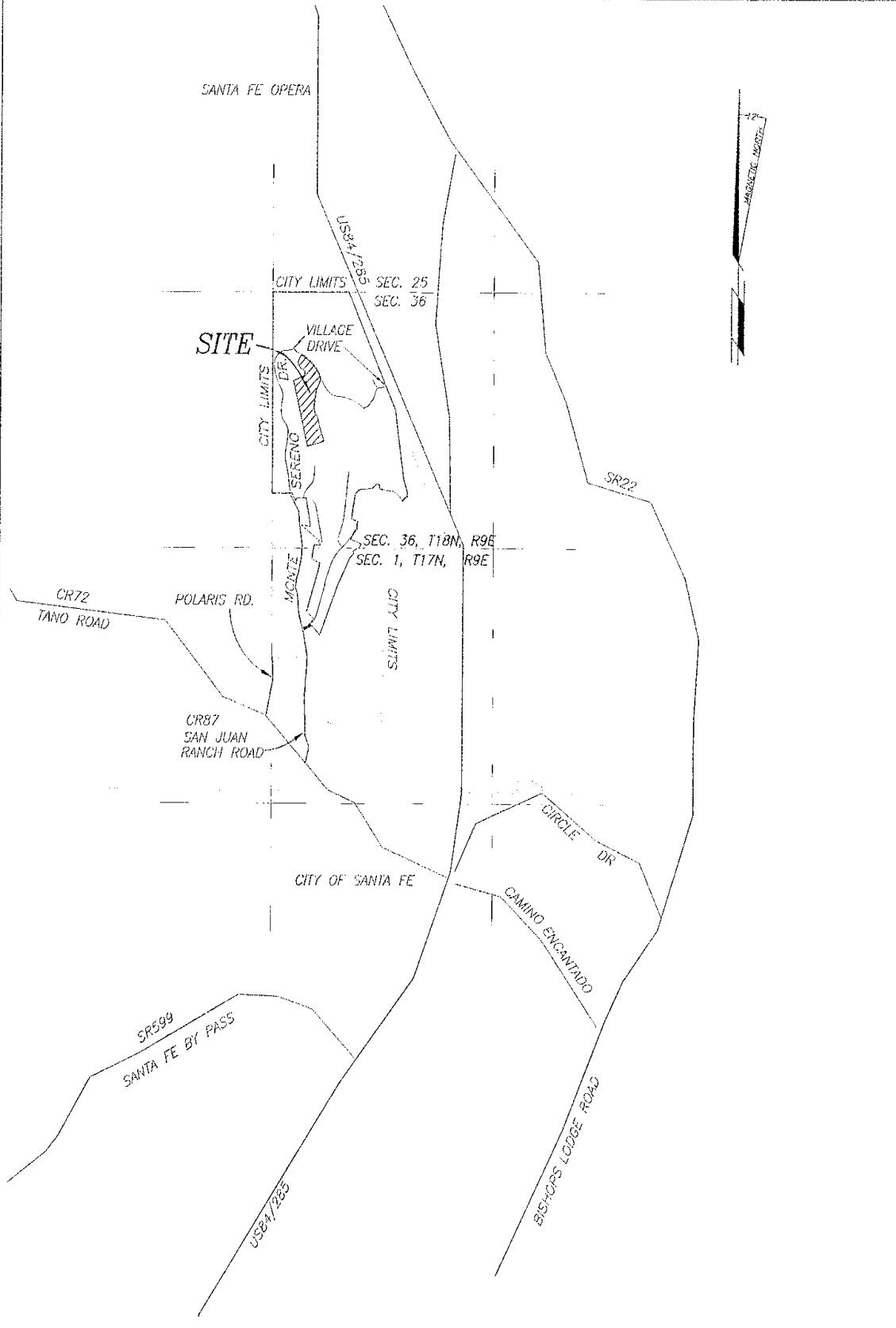
LINE	BEARING	DIST.
L1	S78°09'33"W	30.50'
L2	N08°39'23"W	10.53'
L3	N81°16'29"E	43.47'
L4	N00°06'12"W	36.94'
L5	N01°42'54"W	51.41'
L6	N05°10'16"E	34.08'
L7	N12°57'20"W	70.88'
L8	N11°02'55"E	25.10'
L9	N22°30'31"E	24.78'
L10	N71°32'52"W	97.30'
L11	N42°52'48"W	11.03'
L12	N29°51'49"W	23.32'
L13	N23°18'13"E	70.07'
L14	N75°06'04"W	10.26'
L15	N00°09'15"E	29.54'
L16	N26°14'31"E	34.06'
L17	N19°20'22"E	31.54'
L18	N16°41'35"E	39.40'
L19	N29°01'14"W	31.98'
L20	N22°22'35"W	42.34'
L21	S70°26'52"W	28.46'
L22	N00°55'25"W	78.84'
L23	N57°25'03"W	30.36'
L24	N32°07'54"W	74.41'
L25	N28°42'00"E	21.17'
L26	N22°44'27"W	21.52'
L27	N11°47'09"E	27.66'
L28	N13°00'46"E	15.64'

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	28.00'	17.90'	17.60'	N26°58'21"W	36°37'57"
C2	11.00'	23.53'	21.70'	N30°59'38"E	79°18'01"
C3	176.00'	85.76'	84.92'	N56°41'02"E	27°55'13"
C4	272.00'	79.65'	79.37'	N36°54'00"W	16°46'41"
C5	272.00'	134.86'	133.48'	N14°18'25"W	28°24'27"
C6	415.16'	143.36'	142.10'	N11°33'44"W	20°54'16"
C7	765.00'	94.68'	94.62'	N02°26'14"E	7°05'28"
C8	765.00'	131.90'	131.73'	N10°55'20"E	9°52'43"
C9	576.00'	160.50'	159.98'	N07°52'45"E	15°57'53"
C10	142.00'	56.92'	56.54'	N31°14'37"E	22°57'56"
C11	58.00'	78.40'	72.57'	N58°28'54"E	77°26'50"
C12	172.56'	68.14'	67.70'	N65°53'38"E	22°37'22"
C13	175.47'	26.01'	25.99'	N08°24'08"E	8°29'35"
C14	121.71'	51.88'	51.49'	N14°06'45"W	24°25'18"
C15	47.49'	21.87'	21.67'	N06°26'43"W	26°22'53"
C16	451.26'	30.15'	30.15'	N11°31'07"E	3°49'42"
C17	96.22'	39.23'	38.96'	N01°53'36"E	23°21'47"
C18	619.72'	111.65'	111.49'	N30°49'58"W	10°19'20"
C19	109.73'	20.00'	19.96'	N23°10'38"W	10°26'43"
C20	35.50'	29.23'	28.41'	N16°37'30"W	47°10'07"
C21	31.13'	55.10'	48.19'	N19°20'54"W	101°24'26"
C22	152.04'	52.40'	52.14'	N28°43'53"E	19°44'14"
C23	31.44'	46.81'	42.46'	N26°30'02"W	84°56'22"
C24	10.52'	10.08'	9.70'	N39°31'25"W	54°53'51"
C25	23.98'	13.65'	13.69'	N21°45'17"E	30°33'27"
C26	17.76'	21.42'	20.14'	N59°15'56"W	69°06'37"
C27	9.53'	18.45'	15.70'	N51°22'39"W	110°56'00"
C28	38.43'	46.78'	47.43'	N24°04'54"W	47°01'57"
C29	29.63'	41.25'	38.00'	N46°17'54"W	79°44'52"
C30	37.12'	56.26'	51.03'	N45°11'02"W	86°51'13"
C31	85.00'	54.91'	53.96'	N67°20'25"W	37°00'38"
C32	139.05'	27.39'	27.34'	S67°06'06"W	11°17'03"
C33	158.91'	98.31'	96.75'	S55°01'15"W	35°26'41"
C34	108.91'	64.57'	63.60'	S58°23'38"W	28°41'57"
C35	169.05'	37.54'	37.46'	S66°22'56"W	12°43'19"
C36	25.00'	21.29'	20.66'	S64°25'13"W	48°47'58"
C37	115.00'	24.05'	24.01'	N77°10'12"W	11°58'57"
C38	22.00'	11.10'	10.99'	S20°48'15"E	29°00'08"

SHEET 4 OF 4

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
1205 MALLARD WAY, STE. A
SANTA FE, N.M. 87507 (505)471-6860
FILE#10025RPLT DATE: 4/13/2021

SCALE 1" = 50' FEET



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE 3rd DAY OF OCT., 2019. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

Diego J. Sisneros
DIEGO J. SISNEROS, N.M.P.L.S. 13986 3/1/2020

UTILITY COMPANIES

David R Aikin 5/5/2021
COMCAST DATE

IN APPROVING THIS PLAT, PNM PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT, OR OTHER DOCUMENT WHICH ARE NOT SHOWN ON THIS PLAT.

[signature] 4/27/2021
PNM ELECTRIC SERVICE DATE

[signature] 5-10-2021
NM GAS COMPANY DATE

Qwest Corporation, d/b/a CenturyLink QC DISCLAIMER.

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE TELEPHONE SERVICE TO THE SUBDIVISION.

Doug Dale 5/5/2021
Qwest Corporation, d/b/a CenturyLink QC DATE

THE COMPOUND PHASE 3 AT MONTE SERENO
AMENDMENT #3

BEING SUB-PHASE 4B OF MONTE SERENO PHASE 4
APPROVED AS P&DR CASE # S 2006-17, ON JULY 6TH 2006
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36,
T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

PURPOSE STATEMENT: PHASE 4, AMENDMENT #3

- PHASE 4 IS AN APPROVED PHASE CONSISTING OF 117 SINGLE FAMILY RESIDENTIAL LOTS, 55 CLUSTER UNITS, COMMERCIAL TRACTS AND PRIVATE OPEN SPACE PURSUANT TO P&DR CASE#S 2006-17 AT THEIR MEETING OF JULY 6TH 2006.
- LOT 231 HAS BEEN MOVED INTO PHASE 2 AND LOTS 8-22 AND 214 HAVE BEEN MOVED INTO PHASE 3 BY PREVIOUS PLATS.
- PHASE 4 NOW CONSISTS OF 100 SINGLE FAMILY RESIDENTIAL LOTS AND 55 CLUSTER UNITS, COMMERCIAL TRACTS AND PRIVATE OPEN SPACE.
- A COMBINED 42 SINGLE FAMILY RESIDENTIAL LOTS HAVE BEEN APPROVED BY PHASE 4 AMENDMENTS #1 AND #2 LEAVING A TOTAL OF 58 SINGLE FAMILY RESIDENTIAL LOTS TO BE CREATED.
- THIS PLAT ADJUSTS THE BOUNDARY OF SUB-PHASE 4C, MOVING EXISTING LOTS 36 & 37 PREVIOUSLY APPROVED BY CASE#2019-37, RECORDED AS INST.#1898262, INTO SUB-PHASE 4B AND FURTHER SUBDIVISION OF 6 RESIDENTIAL LOTS.
- THE RE-PLATTING OF EXISTING LOTS 36, 37 AND CREATING 6 LOTS RESULTS IN 8 SINGLE FAMILY RESIDENTIAL LOTS AND ONE APPURTENANT PRIVATE OPEN SPACE FOR LOTS 30 & 31. TOTAL REMAINING PHASE 4 LOTS WILL BE 52 UPON THE APPROVAL OF THIS PLAT.
- SHARED PRIVATE ACCESS EASEMENT, "CALLE FENICE" IS BEING RELOCATED AND RENAMED TO "ALLEGRETTO WAY". LOTS 30-37 WILL BE SERVED BY THIS SHARED PRIVATE ACCESS EASEMENT FROM "VILLAGE DRIVE".

LOT DENSITY:

AS PER THE TERMS OF THE ANNEXATION AND DEVELOPMENT AGREEMENT, ARTICLE 5.1,
THE NUMBER OF CLUSTER UNITS MAY BE INCREASED IF THE NUMBER OF RESIDENTIAL LOTS ARE DECREASED SO LONG AS THE TOTAL NUMBER OF SINGLE-FAMILY RESIDENTIAL LOTS AND CLUSTER UNITS DO NOT EXCEED 322. THE TOTAL NUMBER OF SINGLE FAMILY RESIDENTIAL LOTS HAS BEEN REDUCED FROM 276 TO 267. BASED ON THIS REDUCTION, THE TOTAL NUMBER OF CLUSTER UNITS CAN BE INCREASED FROM 46 UP TO, BUT NOT EXCEEDING, 55 CLUSTER UNITS."

REFERENCE DOCUMENTS

1. MONTE SERENO PHASE 4 AMENDMENT #2, PHASE 4C, A SUB-PHASE OF MONTE SERENO PHASE 4 PREPARED BY DIEGO J. SISNEROS NMPLS #13986 RECORDED AS BOOK 855 PAGE 35-38..
2. ALTA/ACSM LAND TITLE SURVEY PREPARED BY DIEGO J. SISNEROS NMPLS #13986 RECORDED AS INST.#1779254 PLAT BOOK 794 PAGE 40-41.
3. REVISED ANNEXATION PLAT PREPARED FOR TANO SANTA FE PARTNERS, RECORDED IN BOOK 303, PAGE 021.
4. WARRANTY DEED 665/904-906.
5. ALL RECORDED PLATS AND DEEDS REFERENCED ON THE FACE OF THIS PLAT.

FLOOD ZONE:

LAND LIES WITHIN OTHER AREAS "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FIRM MAP NO. 35049C0405D, EFFECTIVE 6/17/2008(THIS MAP WAS NOT UPDATED IN 2012).

SHEET INDEX:

SHEET 2: PARENT TRACT

SHEET 3: LOT DATA
TRACT EASEMENT DATA
ADDRESSES

SHEET 4: LOT EASEMENT AND ROAD DATA DETAILS

COUNTY ACKNOWLEDGEMENT

[signature] May 11, 21
SANTA FE COUNTY TREASURER DATE

Inst # 1953723
COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the 20 day of May, 2021 A.D. at 1:58 o'clock P M, and was duly recorded in book 878, page(s) 13-16 of the records of Santa Fe County.

Witness my Hand and Seal of office
KATHARINE E. CLARK
County Clerk, Santa Fe County, N.M.

[signature]
Deputy

COUNTY CLERK KATHARINE E. CLARK SANTA FE COUNTY NEW MEXICO

APPROVED BY THE CITY PLANNING COMMISSION

AS P&DR CASE # S 2006-17 AT THEIR MEETING OF JULY 6th, 2006

ADMINISTRATIVE AMENDMENT, THIS PLAT, CASE#2019-74

Noah Berke 5/19/21
LAND USE CITY PLANNER DATE

[signature] 5/18/21
LAND USE/CITY ENGINEER DATE

NOTES:

1. EACH LOT SHALL BE SERVICED BY SEPARATE SEWER AND WATER SERVICES.

2. THE LOTS SHOWN HEREON ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR PHASE 4B OF THE MONTE SERENO SUBDIVISION, RECORDED AS INSTRUMENT No. 1953724 OF THE RECORDS OF SANTA FE COUNTY, NM.

3. STORM WATER DETENTION: "COMMUNITY PONDING" IS REQUIRED TO MITIGATE INCREASED STORM WATER RUN-OFF FROM LOT DEVELOPMENT. INCREASED STORM WATER RUN-OFF FROM ROADS IS TO BE HANDLED BY CENTRALIZED PONDS.

4. NO WALLS FENCES OR OTHER STRUCTURES THAT WOULD IMPEDE DRAINAGE FLOW SHALL BE PLACED WITHIN DRAINAGE EASEMENTS SHOWN HEREON.

5. PERMANENT TRAFFIC CONTROL: SIGNS SHALL BE INSTALLED BY THE DEVELOPER AT THEIR EXPENSE.

6. BUILDING SITES HAVE BEEN DELINEATED ON EACH LOT, WHICH MEET THE SETBACK REQUIREMENTS AND THE TERRAIN MANAGEMENT REQUIREMENTS FOR THE CITY OF SANTA FE.

7. HOMES IN MONTE SERENO WILL BE REQUIRED TO INSTALL AUTOMATIC FIRE SUPPRESSION SYSTEMS IF THE FOLLOWING OCCURS: 1) THE DRIVEWAY BETWEEN THE PUBLIC ROAD AND THE HOME EXCEEDS 10% IN GRADE AND 150' IN LENGTH, OR 2) THE PUBLIC ROAD GRADE EXCEEDS 10% AND ACCESS TO THE HOME REQUIRES USING A SECTION OF THE ROADWAY THAT EXCEEDS 10% GRADE; HOWEVER, THERE ARE NO ROADS IN PHASE 4 THAT EXCEED 10% IN GRADE.

8. FENCES AND/OR WALLS SHALL NOT BE CONSTRUCTED WITHIN PUBLIC UTILITY EASEMENTS.

9. BUILDING SETBACKS: FRONT YARD 10' (20' FACE OF GARAGE), 5' SIDE YARD, 10' REAR YARD OR BUILDING SITE LOCATION, WHICHEVER IS MORE RESTRICTIVE(SEE NOTE 6). THE PRRC ZONING ALLOWS ESTABLISHING BUILDING SETBACKS.

10. THE PLANNING COMMISSION ON 7/6/06 GRANTED VARIANCES TO; 1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROADS 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION. 3) CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES. 4) DISTURB SLOPES THAT EXCEED 30% FOR DRIVEWAYS ON LOTS 24 , 27, 34, 35, 38, 39, 62, 236, AND 237. 5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION ON LOTS 34 AND 39.

11. A CONTRIBUTION OF $17,000 FROM MONTE SERENO IS REQUIRED BY THE CITY OF SANTA FE FOR TRAFFIC MITIGATION AT THE RIDGE TOP INTERCHANGE WITH HIGHWAY 599. THE AMOUNT WAS ESTABLISHED BASED ON A PROJECTION OF TRAFFIC FROM THE 275 SINGLE FAMILY LOTS. THE CONTRIBUTION IS TO BE PAID AT THE RATE OF $62 PER PLATTED LOT. PRIOR TO PLAT RECORDING, DEVELOPER SHALL PROVIDE PROOF OF PAYMENT TO THE LAS ESTRELLAS MASTER ASSOCIATION, INC. IN THE AMOUNT OF $372.00

12. PROPERTY DEVELOPMENT IS GOVERNED BY THE ANNEXATION AND DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF SANTA FE AND TANO SANTA FE PARTNERS, DATED 5/5/1993, AS AMENDED. PURSUANT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT, PROPERTY DEVELOPMENT IS GOVERNED BY THE CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.

13. THE ANNEXATION AND DEVELOPMENT AGREEMENT ALLOWS FOR THE DEVELOPMENT OF, CONSTRUCTION ON AND LOCATION OF STRUCTURES ON, ANY PORTION OF ALL APPROVED BUILDABLE SITES WITHIN THE RIDGETOP SUB-DISTRICT FOR LOTS 4, 26, 237 THROUGH 245, 248, 249, 255, 256, AND 258 THROUGH 268.

14. AS PER THE TERMS OF THE ANNEXATION AND DEVELOPMENT AGREEMENT, CONSTRUCTION MAY TAKE PLACE ON ALL APPROVED "BUILDING SITES" OUTSIDE OF THE ESCARPMENT DISTRICT WITHOUT RESTRICTION, EVEN IF A PORTION OF THE LOT IS WITHIN THE ESCARPMENT DISTRICT.

15. AS PER THE TERMS OF THE ANNEXATION AND DEVELOPMENT AGREEMENT, A FEE OF 2% OF THE GROSS SALES PRICE OF EACH RESIDENTIAL LOT SHALL BE PAID TO THE CITY OF SANTA FE AT THE TIME OF APPLICATION FOR A BUILDING PERMIT BY EACH OWNER AS AN AFFORDABLE HOUSING DEVELOPMENT FEE AND A FEE OF 1% OF THE GROSS SALES PRICE OF EACH RESIDENTIAL LOT SHALL BE PAID TO THE CITY BY THE DEVELOPER AT THE TIME OF CLOSING OF EACH LOT AS A BUSINESS/CRAFTS INCUBATOR FEE.

16. INDIVIDUAL LOT IMPROVEMENT IS SUBJECT TO CITY WATER DEMAND ADMINISTRATIVE PROCEDURES.

17. DRAINAGE EASEMENT (DE) LOCATIONS SHOWN WERE DETERMINED FROM MAPPING AND MAPPING INTERPRETATION DONE BY OTHERS. THE DIMENSIONS SHOWN ARE FOR GENERAL IDENTIFICATION ONLY, THE TRUE LOCATION OF THE DE'S ARE TO BE DETERMINED BY THE PHYSICAL LOCATION OF THE IDENTIFIED DRAINAGE.

18. THE FOREGOING NOTES ARE FROM THE MONTE SERENO PHASE 4 PLAT APPROVED AS P&DR CASE # S 2006-17 AT THEIR MEETING OF JULY 6TH, 2006. ALL NOTES MAY NOT BE APPLICABLE TO THE SUBJECT LOTS OF THIS PHASE.

878 13

DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED TO BE SUBDIVIDED THOSE LANDS SHOWN HEREON. THE SAID SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER(S) AND THIS SUB-PHASE, 4B IS NOW KNOWN AS THE COMPOUND PHASE 3 AT MONTE SERENO. THIS SUBDIVISION CONTAINS 261.44 ACRES, MORE OR LESS.

"ALLEGRETTO WAY", SHOWN HEREON IS A SHARED PRIVATE DRIVE. THE EASEMENT FOR ALLEGRETO WAY IS GRANTED FOR USE BY LOTS 30-37 AS INGRESS & EGRESS. SAID EASEMENT IS SUBJECT TO PUBLIC UTILITY EASEMENTS. THIS SHARED PRIVATE DRIVE IS ALSO GRANTED FOR ACCESS EASEMENTS FOR EMERGENCY VEHICLES. MAINTENANCE WILL BE THE RESPONSIBILITY OF "MONTE SERENO HOMEOWNERS ASSOCIATION". EASEMENTS ARE GRANTED FOR THE PLACEMENT OF CUT/FILL SLOPES OUTSIDE OF THE PRIVATE SHARED DRIVEWAY EASEMENTS AS MAY BE REQUIRED FOR ROAD CONSTRUCTION AND MAINTENANCE. "MONTE SERENO HOMEOWNERS ASSOCIATION" IS RESPONSIBLE FOR MAINTENANCE OF SAID SLOPES, AND IS HEREBY GRANTED AN EASEMENT FOR SAID PURPOSE.

A NON-EXCLUSIVE ACCESS EASEMENT FOR INGRESS, EGRESS AND UTILITIES IS GRANTED FOR THE USE OF LOT 32. THIS EASEMENT IS ALSO GRANTED FOR PUBLIC UTILITIES, DRAINAGE AND EMERGENCY VEHICLES.

GATE & LANDSCAPE EASEMENTS ARE HEREBY GRANTED FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION AND MAINTENANCE OF GATES, SIGNS, WALLS, LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED EQUIPMENT. MAINTENANCE IS THE RESPONSIBILITY OF THE MONTE SERENO HOMEOWNERS ASSOCIATION.

PRIVATE OPEN SPACE APPURTENANT TO LOTS 30 & 31, TO REMAIN IN IT'S NATURAL STATE EXCEPT FOR COMMUNITY TRAILS, IS SUBJECT TO A FLOATING EASEMENT FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE NON-MOTORIZED PEDESTRIAN TRAIL. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE MONTE SERENO HOMEOWNERS ASSOCIATION.

A FLOATING TRAIL EASEMENT IS HEREBY GRANTED AS NOTED WITHIN THE DRAINAGE AND TRAIL EASEMENT(DTE) FOR THE CONSTRUCTION, MAINTENANCE AND USE OF A PRIVATE NON-MOTORIZED PEDESTRIAN TRAIL(SEE SHEET 4. MAINTENANCE OF THE TRAILS SHALL BE THE RESPONSIBILITY OF THE MONTE SERENO HOMEOWNERS ASSOCIATION.

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF: PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.

NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE FOR NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.

QWEST CORPORATION, d/b/a CENTURYLINK QC FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE SUCH LINES, CABLE AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENT, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRICAL TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMERS/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

STORM WATER AGREEMENT: PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORM WATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULLY FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES BY BY THE "MONTE SERENO HOMEOWNERS ASSOCIATION" AND SUBSEQUENT HEIRS, ASSIGNS, AND FUTURE OWNERS. THE CITY IS HEREBY GRANTED THE FOLLOWING: (1) ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; (2) IN THE EVENT OF DRAINAGE FACILITY MAINTENANCE DEFICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND (3) TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COSTS ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSTRUMENT, THE PROPERTY OWNER(S) APPROVE AND AGREE THAT THIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

BY SIGNING THIS PLAT 21 CLUB HOLDINGS, LLC. WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. THE MONTE SERENO HOMEOWNERS ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF CENTRALIZED STORM WATER DETENTION STRUCTURES.

THIS SUBDIVISION LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER(S), S. REMAINDER TRACT M: 21 CLUB HOLDINGS, LLC. A NEW MEXICO LIMITED LIABILITY COMPANY

[signature]
BY: ALFRED S. LILLY, ITS DIRECTOR

STATE OF
COUNTY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 10 DAY OF MAY, 20 BY ALFRED S. LILLY, DIRECTOR OF 21 CLUB HOLDINGS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY.

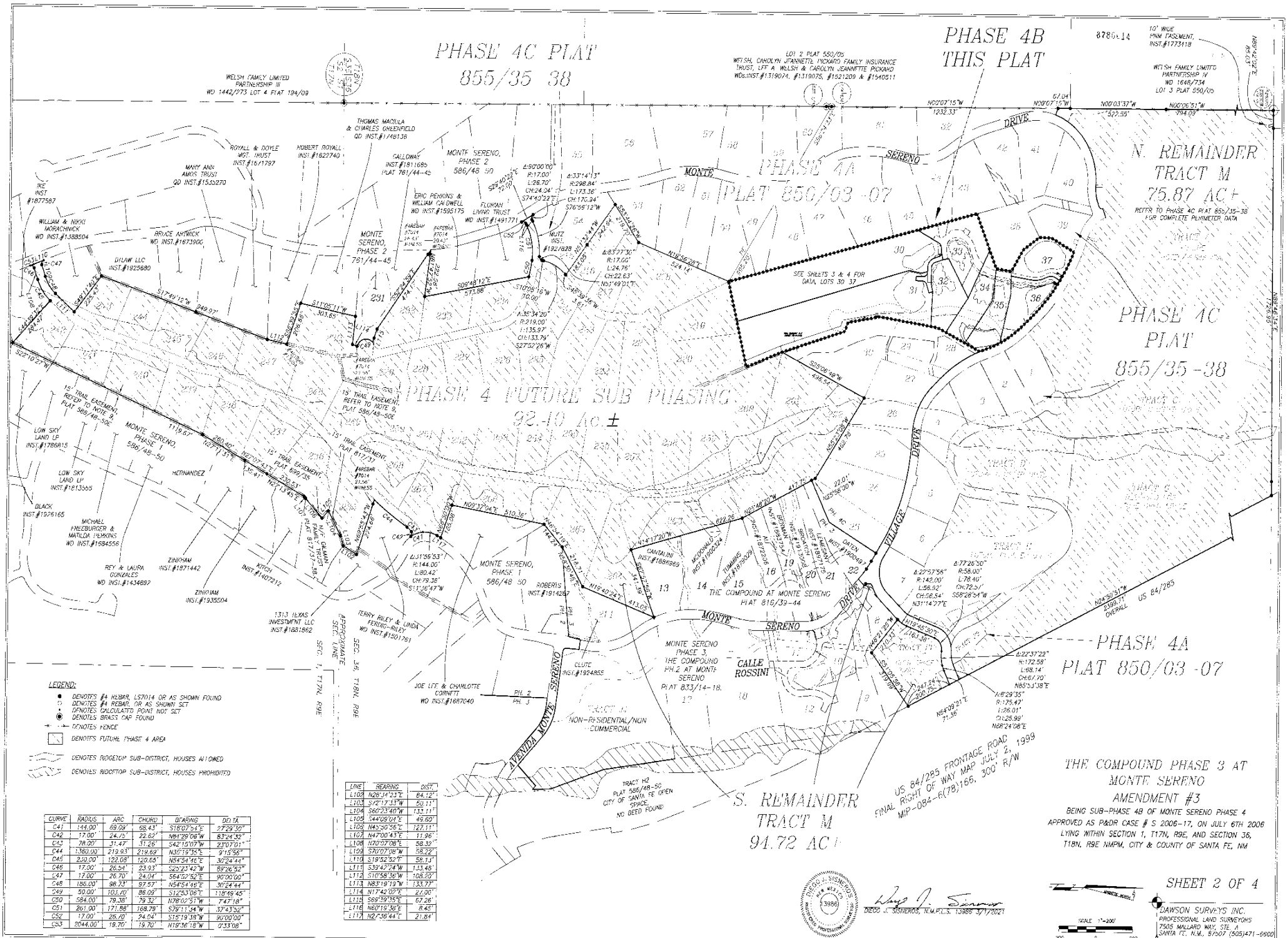
Anna M. Bohannon 12/16/23
NOTARY PUBLIC MY COMMISSION EXPIRES:

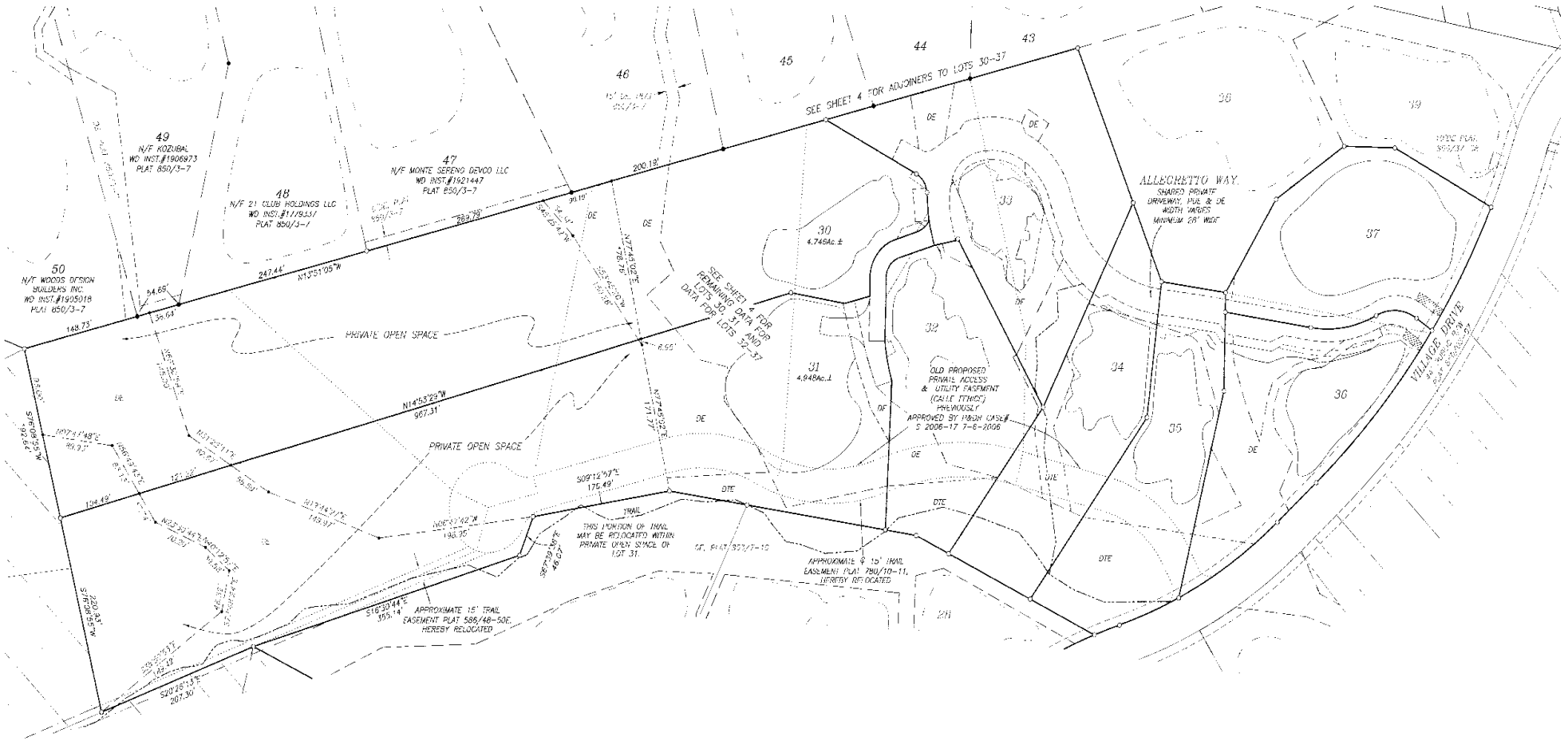
OFFICIAL SEAL
ANNA M. BOHANNON
Notary Public
State of New Mexico
My Comm. Expires 12/16/23

TRACT M UPC# 1-054-103-114-259

SHEET 1 OF 4

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, STE. A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10333AMD3 DATE:3/1/2021


PHASE 4C PLAT
855/35 38
PHASE 4B
THIS PLAT
PHASE 4A
PLAT 850/03 -07
N. REMAINDER
TRACT M
75.87 AC ±
REFER TO PHASE 4C PLAT 855/35-38
FOR COMPLETE PERIMETER DATA
PHASE 4C
PLAT
855/35 -38
PHASE 4 FUTURE SUB PHASING
92.10 Ac ±
S. REMAINDER
TRACT M
94.72 AC ±
THE COMPOUND PHASE 3 AT
MONTE SERENO
AMENDMENT #3
BEING SUB-PHASE 4B OF MONTE SERENO PHASE 4
APPROVED AS P&DR CASE # S 2006-17, ON JULY 6TH 2006
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36,
T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM
US 84/285 FRONTAGE ROAD
FINAL RIGHT OF WAY MAP JULY 2, 1999
MP-084-6(78),166, 300' R/W
MONTE SERENO
AVENIDA MONTE SERENO
VILLAGE DRIVE
CALLE ROSSINI
LEGEND:
DENOTES #4 REBAR, LS7014 OR AS SHOWN FOUND
DENOTES #4 REBAR, OR AS SHOWN SET
DENOTES CALCULATED POINT NOT SET
DENOTES BRASS CAP FOUND
DENOTES FENCE
DENOTES FUTURE PHASE 4 AREA
DENOTES RIDGETOP SUB-DISTRICT, HOUSES ALLOWED
DENOTES RIDGETOP SUB-DISTRICT, HOUSES PROHIBITED
SEE SHEETS 3 & 4 FOR DATA, LOTS 30 37
TRACT H
NON-RESIDENTIAL/NON COMMERCIAL
TRACT H2
PLAT 586/48-50
CITY OF SANTA FE OPEN SPACE
NO DEED FOUND
DIEGO J. SISNEROS, N.M.P.L.S. 13986 3/1/2021
SHEET 2 OF 4
DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, STE. A
SANTA FE, N.M., 87507 (505)471-6900
FILE#10333AMD3 DATE:3/1/2021
SCALE 1"=200'
V-105



LEGEND:

BEARINGS ARE NEW MEXICO STATE PLANE, CENTRAL ZONE (NMC) DERIVED FROM GPS OBSERVATIONS. DISTANCES ARE GROUND AT ELEVATION 6800 ASL. GROUND TO GRID SCALE FACTOR IS 0.99958.

- ● DENOTES REBAR, OR AS SHOWN FOUND
- ○ DENOTES REBAR, OR AS SHOWN SET
- • DENOTES CALCULATED POINT NOT SET
- ◉ DENOTES BRASS CAP FOUND

..... DENOTES OLD LOT LINE OR UTILITY EASEMENT APPROVED BY P&DR CASE #S 2006-17 RELOCATED AS SHOWN

DENOTES BUILDING SITE, THIS PLAT

DE DENOTES DRAINAGE EASEMENT
PUE DENOTES PUBLIC UTILITY EASEMENT
PAUE DENOTES PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT

BOUNDARY DATA IN PARENTHESIS IS FROM PRIOR PLATS OR DOCUMENTS

——— DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT. INFORMATION OUTSIDE OF THIS BOUNDARY IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT.
DIMENSIONS AND AREAS SHOWN THAT EXCEED NORMAL SURVEY ACCURACY'S ARE FOR MATHEMATICAL PURPOSES ONLY AND DO NOT REPRESENT OR IMPLY A GREATER SURVEY ACCURACY.

THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

THE COMPOUND PHASE 3 AT MONTE SERENO AMENDMENT #3

BEING SUB-PHASE 4B OF MONTE SERENO PHASE 4
APPROVED AS P&DR CASE # S 2006-17, ON JULY 6TH 2006
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

DIEGO J. SISNEROS, N.M.P.L.S. 13986 3/1/2021

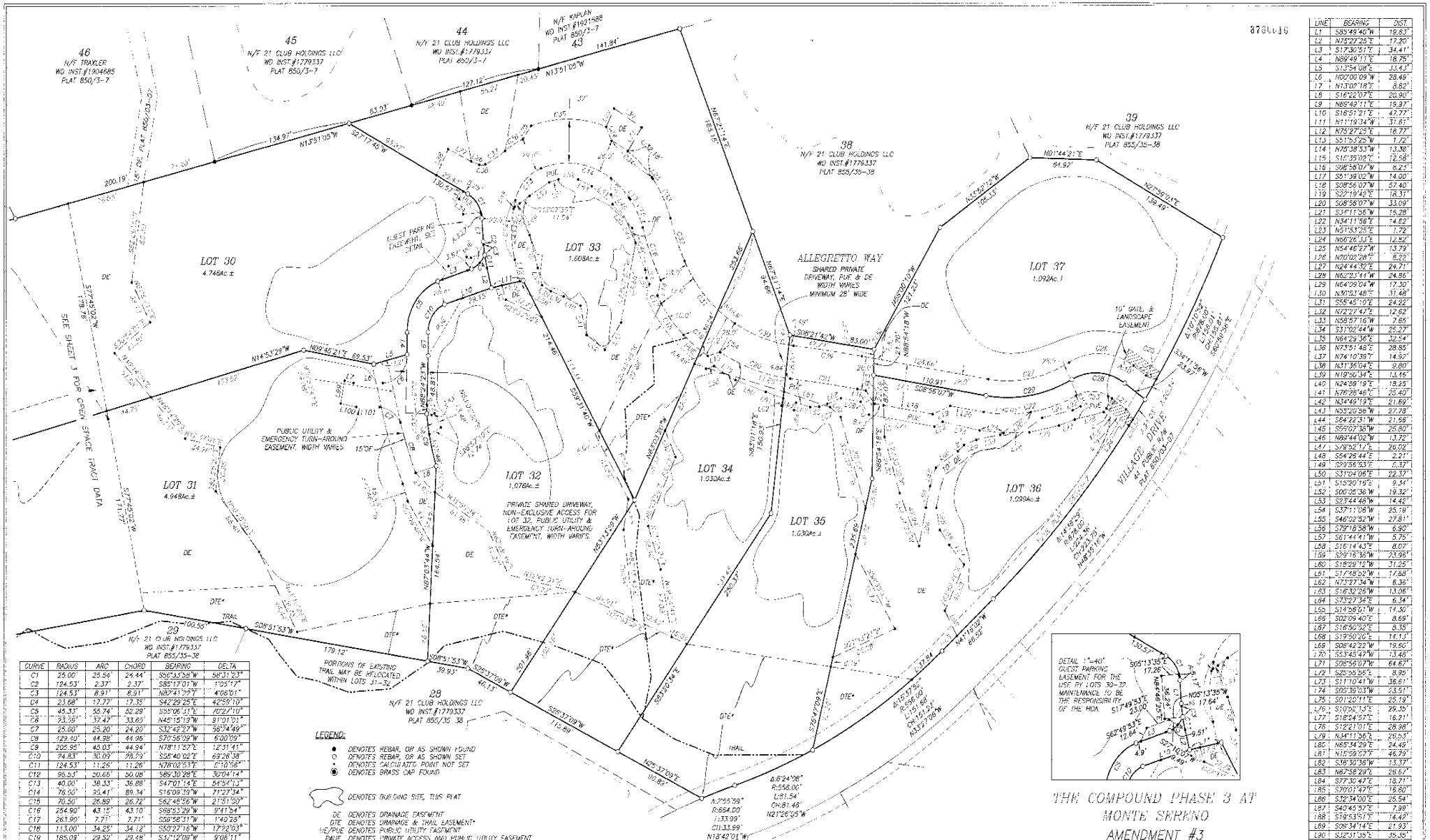
DIEGO J. SISNEROS 13986 NEW MEXICO REGISTERED PROFESSIONAL SURVEYOR

OPEN SPACE DATA

SCALE 1" = 60' FEET
60 0 60

SHEET 3 OF 4

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7500 MALLARD WAY, STE. A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10333AMD3 DATE: 3/1/2021



CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	25.00'	25.54'	24.44'	S90°33'58"W	58°31'23"
C2	124.53'	2.37'	2.37'	S85°17'01"W	1°05'17"
C3	124.53'	8.91'	8.91'	N82°41'09"E	4°06'01"
C4	23.68'	17.77'	17.35'	S42°29'25"E	42°59'10"
C5	45.33'	55.74'	52.29'	S55°06'31"E	70°27'10"
C6	93.56'	37.43'	33.65'	N45°15'19"W	91°01'01"
C7	25.60'	25.20'	24.20'	S32°42'07"W	56°24'49"
C8	129.50'	44.98'	44.76'	S70°56'09"W	6°00'09"
C9	205.95'	45.03'	44.94'	N78°11'57"E	12°31'41"
C10	74.83'	30.09'	28.79'	S56°40'02"E	69°26'38"
C11	124.53'	11.26'	11.26'	N78°02'53"E	5°10'56"
C12	96.53'	50.66'	50.08'	S89°30'28"E	30°04'14"
C13	40.00'	38.33'	36.88'	S47°01'14"E	54°54'13"
C14	76.50'	95.41'	89.34'	S16°09'39"W	71°27'34"
C15	70.50'	26.89'	26.72'	S62°48'56"W	21°51'00"
C16	254.90'	43.15'	43.10'	S88°53'29"W	9°41'54"
C17	263.90'	7.71'	7.71'	S59°58'31"W	1°40'28"
C18	113.00'	34.25'	34.12'	S50°27'16"W	17°22'03"
C19	185.09'	29.56'	29.48'	S57°12'09"W	9°08'11"
C20	174.13'	71.70'	71.20'	S18°06'42"W	23°35'46"
C21	1491.00'	66.14'	66.13'	S07°34'58"W	2°32'18"
C22	151.00'	92.47'	91.03'	S08°36'32"E	35°05'17"
C23	35.00'	36.87'	35.19'	S04°01'23"W	60°21'06"
C24	17.50'	11.17'	10.98'	S52°28'34"W	36°33'17"
C25	17.50'	10.99'	10.81'	N16°12'48"E	35°58'14"
C26	60.00'	66.21'	62.90'	N62°35'04"E	63°13'42"
C27	123.00'	81.50'	80.02'	N12°02'50"W	37°57'54"
C28	50.61'	64.16'	51.61'	S03°32'19"W	61°19'12"
C29	137.00'	86.21'	84.80'	S09°06'36"E	36°03'53"
C30	146.13'	90.80'	60.17'	N18°06'42"E	23°45'46"
C31	123.34'	73.39'	72.22'	N47°01'03"E	34°02'57"
C32	226.90'	38.41'	38.36'	N68°53'29"E	9°41'54"
C33	98.50'	37.56'	37.34'	N82°48'56"E	21°51'00"
C34	104.50'	50.32'	49.83'	N39°05'47"E	27°35'16"
C35	113.50'	74.73'	73.38'	N00°38'11"E	37°43'22"
C36	16.85'	19.13'	19.66'	N29°08'25"W	14°42'40"
C37	115.38'	22.42'	22.38'	N30°55'16"W	11°07'59"
C38	8.00'	6.35'	6.19'	N02°39'39"W	45°24'14"
C39	1429.00'	67.46'	67.46'	N07°34'58"E	2°42'18"
C40	264.90'	37.63'	37.60'	S70°12'01"W	8°08'22"
C54	151.34'	0.63'	0.63'	S30°05'36"W	0°12'02"

LINE	BEARING	DIST.
L1	S85°49'40"W	19.83'
L2	N75°27'25"E	17.20'
L3	S17°30'51"E	34.41'
L4	N89°49'11"E	18.75'
L5	S13°54'08"E	33.43'
L6	N00°00'09"W	28.49'
L7	N13°07'18"E	6.82'
L8	S16°22'07"E	20.90'
L9	N89°49'11"E	19.37'
L10	S18°51'21"E	47.77'
L11	N11°19'34"W	31.61'
L12	N75°27'25"E	18.77'
L13	S51°53'25"W	1.72'
L14	N75°38'53"W	13.38'
L15	S12°35'08"E	12.56'
L16	S06°56'07"W	6.23'
L17	S51°39'02"W	14.00'
L18	S08°56'07"W	57.40'
L19	S22°19'42"E	18.37'
L20	S08°56'07"W	33.09'
L21	S37°11'56"W	15.28'
L22	N34°11'56"E	14.62'
L23	N51°53'25"E	1.72'
L24	N66°26'33"E	12.52'
L25	N54°46'27"W	13.79'
L26	N20°02'28"E	8.28'
L27	N24°44'30"E	24.71'
L28	N62°23'41"W	24.86'
L29	N64°09'04"W	17.30'
L30	N30°53'48"E	31.48'
L31	S55°48'10"E	24.22'
L32	N72°27'47"E	12.62'
L33	N58°57'16"W	7.65'
L34	S31°02'44"W	25.27'
L35	N84°29'36"E	32.54'
L36	N73°51'48"E	28.85'
L37	N74°10'39"E	14.92'
L38	N31°35'04"E	9.80'
L39	N19°50'34"E	13.16'
L40	N24°58'19"E	18.25'
L41	N76°28'46"E	25.40'
L42	N34°49'19"E	21.69'
L43	N55°20'08"W	27.78'
L44	S64°22'31"W	21.56'
L45	S55°07'38"W	26.80'
L46	N89°44'02"W	13.72'
L47	S78°52'12"E	26.02'
L48	S54°28'44"E	2.27'
L49	S09°56'53"E	0.37'
L50	S31°04'06"E	22.37'
L51	S15°20'19"E	9.34'
L52	S00°05'36"W	19.32'
L53	S27°44'48"W	14.42'
L54	S37°11'06"W	25.19'
L55	S46°02'52"W	27.81'
L56	S79°18'58"W	6.90'
L57	S01°44'41"W	5.76'
L58	S16°14'43"E	8.07'
L59	S29°15'36"W	20.96'
L60	S18°29'12"W	31.25'
L61	S17°48'52"W	17.88'
L62	N73°27'34"W	6.36'
L63	S16°32'26"W	13.06'
L64	S73°27'34"E	6.34'
L65	S14°06'01"W	14.30'
L66	S02°09'40"E	8.69'
L67	S16°50'52"E	8.35'
L68	S19°50'26"E	14.13'
L69	S08°42'22"W	19.60'
L70	S53°45'47"W	13.48'
L71	S08°56'07"W	64.67'
L72	S25°55'56"E	8.95'
L73	S11°10'41"W	38.61'
L74	S00°39'03"W	23.51'
L75	S01°05'11"E	25.19'
L76	S10°05'13"E	29.35'
L77	S18°24'57"E	16.21'
L78	S12°21'01"E	28.98'
L79	N54°11'56"E	20.53'
L80	N65°34'29"E	24.45'
L81	N15°59'07"E	46.79'
L82	S36°30'36"W	13.37'
L83	N87°58'29"E	26.67'
L84	S77°36'47"E	18.71'
L85	S70°01'47"E	16.66'
L86	S32°34'00"E	25.54'
L87	S40°45'50"E	7.39'
L88	S19°53'51"E	14.49'
L89	S08°34'14"E	21.93'
L90	S32°51'35"E	35.35'
L91	S11°45'22"E	30.45'
L92	S23°39'01"E	8.19'
L93	N63°50'50"E	10.00'
L94	S78°09'06"E	32.66'
L95	N75°16'28"E	18.85'
L96	N53°50'46"E	15.21'
L97	N49°13'49"E	22.45'
L98	N61°18'18"E	24.27'
L99	N78°39'50"W	19.69'
L100	S17°17'36"W	15.39'
L101	S00°00'00"E	22.79'

LOT #	ADDRESS
31	4001 ALLEGRETTO WAY
36	4000 ALLEGRETTO WAY
35	4002 ALLEGRETTO WAY
34	4004 ALLEGRETTO WAY
33	4008 ALLEGRETTO WAY
32	4015 ALLEGRETTO WAY
31	4013 ALLEGRETTO WAY
30	4011 ALLEGRETTO WAY

LEGEND:

- ● DENOTES REBAR, OR AS SHOWN FOUND
- ○ DENOTES REBAR, OR AS SHOWN SET
- • DENOTES CALCULATED POINT NOT SET
- ◉ DENOTES BRASS CAP FOUND

DENOTES BUILDING SITE, THIS PLAT

DE DENOTES DRAINAGE EASEMENT
DTE DENOTES DRAINAGE & TRAIL EASEMENT*
U/E/PUE DENOTES PUBLIC UTILITY EASEMENT
PAUE DENOTES PRIVATE ACCESS AND PUBLIC UTILITY EASEMENT
AS DENOTES ARCHAEOLOGY SITE

BOUNDARY DATA IN PARENTHESIS IS FROM PRIOR PLATS OR DOCUMENTS

DENOTES BOUNDARY OF LANDS DEALT WITH BY THIS PLAT. INFORMATION OUTSIDE OF THIS BOUNDARY IS BACKGROUND INFORMATION ONLY, NOT VERIFIED FOR ACCURACY AND IS NOT PART OF THIS PLAT. DIMENSIONS AND AREAS SHOWN THAT EXCEED NORMAL SURVEY ACCURACY'S ARE FOR MATHEMATICAL PURPOSES ONLY AND DO NOT REPRESENT OR IMPLY A GREATER SURVEY ACCURACY.

THIS PLAT SUBJECT TO ANY RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD.

* FLOATING PRIVATE TRAIL EASEMENT FOR THE PROVISIONS OF TWO SINGLE TRAIL LOCATIONS. APPROXIMATE TRAIL LOCATIONS SHOWN WITHIN LOTS 30-37. TRAIL TO BE BUILT WHERE TERRAIN ALLOWS.

DETAIL 1"=40'
GUEST PARKING EASEMENT FOR THE USE BY LOTS 30-37. MAINTENANCE TO BE THE RESPONSIBILITY OF THE HOA.

THE COMPOUND PHASE 3 AT MONTE SERENO
AMENDMENT #3

BEING SUB-PHASE 4B OF MONTE SERENO PHASE 4
APPROVED AS P&DR CASE # S 2006-17, ON JULY 6TH 2006
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

DIEGO J. SISNEROS N.M.P.L.S. 11986 1/1/2020

DIEGO J. SISNEROS 11986 NEW MEXICO REGISTERED PROFESSIONAL LAND SURVEYOR

SCALE 1" = 40' FEET
40 0 40

LOT DATA 30--37

SHEET 4 OF 4

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, STE. A
SANTA FE, N.M., 87507 (505)471 6660
FILE#10333AM03 DATE: 3/1/2021

NOTE:

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

THIS PROPERTY MAY BE SUBJECT TO ALL VALID COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD. A TITLE SEARCH OF THE SUBJECT LOTS HAS NOT BEEN PERFORMED. SEE PLATS REFERENCED HEREON FOR FULL PERIMETER DATA.

ROAD CONTOURS SHOWN ARE PROVIDED FROM ENGINEERING PLANS.

ALL IMPROVEMENTS MAY NOT BE SHOWN.

REFERENCE DOCUMENTS

1. LEGAL LOT OF RECORD; MONTE SERENO PHASE 4 AMENDMENT #1 PLAT BOOK 850 PAGES 03-07.
2. ALTA/ACSM LAND TITLE SURVEY PREPARED BY DIEGO J. SISNEROS RECORDED AS INST.#1779254 IN PLAT BOOK 794 PAGES 40-41.
3. REVISED ANNEXATION PLAT PREPARED FOR TANO SANTA FE PARTNERS, RECORDED IN BOOK 303, PAGE 021.
4. WARRANTY DEED 665/904-906.
5. ALL RECORDED PLATS AND DEEDS REFERENCED ON THE FACE OF THIS PLAT.

CONTROL DATUM

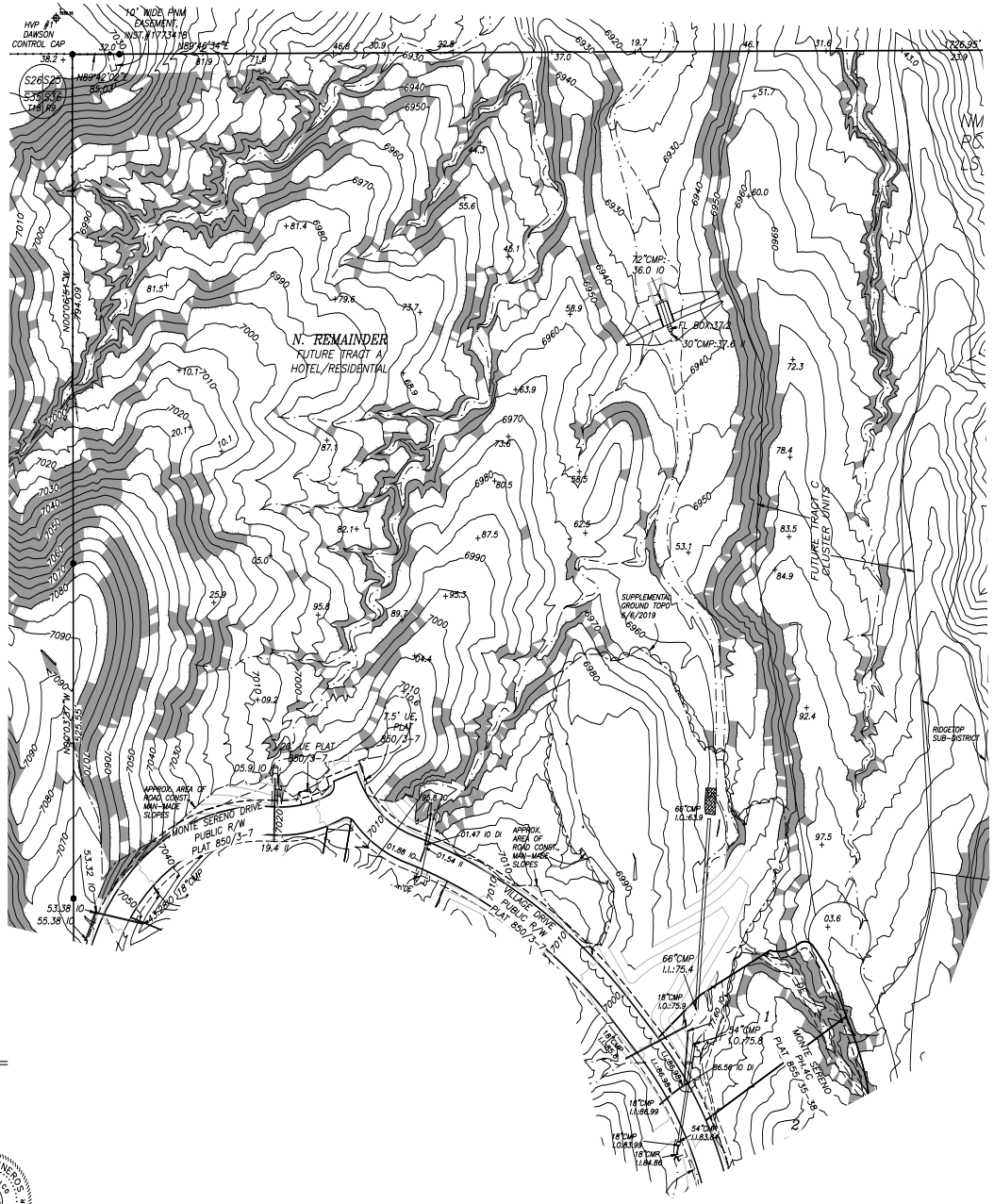
BEARINGS ARE GRID, REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD83(1992), CENTRAL ZONE. DISTANCES ARE REFERRED TO 6800AMSL.

ELEVATIONS ARE NAVD88 GEIOD '99 DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.

ALL REFERENCE TO NAD83(1992) AND NAVD88(1992) DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS.

DAWSON SURVEYS LEGEND:

- WIRE FENCE
- SLOPES > 30%, UTILIZING 5FT CONTOUR INTERVALS
- UE PUBLIC UTILITY EASEMENT
- 00.0 + SPOT ELEVATION VERIFICATION
- CMP METAL CULVERT
- IO INVERT OUT
- II INVERT IN



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT PHOTO CONTROL FOR FOR THE CONTOURS PROVIDED BY AEROTECH MAPPING WAS PERFORMED UNDER MY SUPERVISION. FURTHERMORE THE AREA OF SUPPLEMENTAL SURVEY WAS PERFORMED ON THE GROUND, UNDER MY PERSONAL SUPERVISION ON THE 6TH DAY OF JUNE, 2019 AND IS A TRUE REPRESENTATION OF A TOPOGRAPHIC SURVEY. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND MAP ARE CORRECT, TRUE AND AND MEET THE MINIMUM NATIONAL MAPPING STANDARDS. THIS MAP WAS UPDATED 6/9/2021 TO SHOW AS-BUILT STORM STRUCTURES, SLOPE ANALYSIS & NEW PLAT REFERENCES.

Diego J. Sisneros 6/9/2021

DIEGO J. SISNEROS, N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL SURVEYOR

TOPOGRAPHIC SURVEY &
30% & OVER SLOPE ANALYSIS OF A PORTION OF THE N. REMAINDER, TRACT M

AS SHOWN ON PLAT RECORDED AS BOOK 878, PAGES 9-12 & BOOK 878, PAGES 13-16.
WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM
CITY & COUNTY OF SANTA FE, NM

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660

FILE#10270TOPO VILLAS RESORT
DATE:6/9/2021

NOTE:

THIS IS NOT A BOUNDARY SURVEY OR A RIGHT-OF-WAY SURVEY. APPARENT PROPERTY CORNERS, RIGHT-OF-WAY LINE, OR PROPERTY LINES AS SHOWN ARE DERIVED FROM RECORD SURVEY PLATS, RIGHT-OF-WAY MAPS, OR DEEDS REFERENCED HEREON AND ARE NOT GUARANTEED OR TO BE RELIED ON FOR THE ESTABLISHMENT OF PROPERTY LINES.

THIS PROPERTY MAY BE SUBJECT TO ALL VALID COVENANTS, EASEMENTS AND RESTRICTIONS OF RECORD. A TITLE SEARCH OF THE SUBJECT LOTS HAS NOT BEEN PERFORMED. SEE PLATS REFERENCED HEREON FOR FULL PERIMETER DATA.

ROAD CONTOURS SHOWN ARE PROVIDED FROM ENGINEERING PLANS.

ALL IMPROVEMENTS MAY NOT BE SHOWN.

REFERENCE DOCUMENTS

1. LEGAL LOT OF RECORD; MONTE SERENO PHASE 4 AMENDMENT #1 PLAT BOOK 850 PAGES 03-07.
2. ALTA/ACSM LAND TITLE SURVEY PREPARED BY DIEGO J. SISNEROS RECORDED AS INST.#1779254 IN PLAT BOOK 794 PAGES 40-41.
3. REVISED ANNEXATION PLAT PREPARED FOR TANO SANTA FE PARTNERS, RECORDED IN BOOK 303, PAGE 021.
4. WARRANTY DEED 665/904-906.
5. ALL RECORDED PLATS AND DEEDS REFERENCED ON THE FACE OF THIS PLAT.

CONTROL DATUM

BEARINGS ARE GRID, REFERRED TO THE NEW MEXICO STATE PLANE COORDINATE SYSTEM NAD83(1992), CENTRAL ZONE. DISTANCES ARE REFERRED TO 6800AMSL.

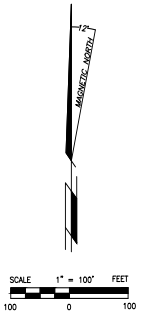
ELEVATIONS ARE NAVD88 GEIOD '99 DERIVED FROM STATIC OBSERVATION BASELINES FROM 1992 SANTA FE COUNTY CONTROL NETWORK.

ALL REFERENCE TO NAD83(1992) AND NAVD88(1992) DERIVED FROM SANTA FE COUNTY GIS & NGS BLUE BOOK CONTROL MONUMENTS.

DAWSON SURVEYS LEGEND:

- WIRE FENCE
- SLOPES < 20%
- SLOPES 20% to 30%, UTILIZING 2FT CONTOUR INTERVALS
- UE PUBLIC UTILITY EASEMENT
- 00.0 + SPOT ELEVATION VERIFICATION
- CMP METAL CULVERT
- IO INVERT OUT
- II INVERT IN





TOPOGRAPHIC SURVEY &
20%-30% SLOPE ANALYSIS
OF A PORTION OF THE N. REMAINDER, TRACT M

AS SHOWN ON PLAT RECORDED AS BOOK 878, PAGES 9-12 & BOOK 878, PAGES 13-16.
WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM
CITY & COUNTY OF SANTA FE, NM

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT PHOTO CONTROL FOR FOR THE CONTOURS PROVIDED BY AEROTECH MAPPING WAS PERFORMED UNDER MY SUPERVISION. FURTHERMORE THE AREA OF SUPPLEMENTAL SURVEY WAS PERFORMED ON THE GROUND, UNDER MY PERSONAL SUPERVISION ON THE 3RD DAY OF OCTOBER, 2018 AND IS A TRUE REPRESENTATION OF A TOPOGRAPHIC SURVEY. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND MAP ARE CORRECT, TRUE AND AND MEET THE MINIMUM NATIONAL MAPPING STANDARDS. MAP UPDATED 6/9/2021 TO SHOW AS-BUILT STORM STRUCTURES, SLOPES & NEW PLAT REFERENCES.

Diego J. Sisneros 6/9/2021

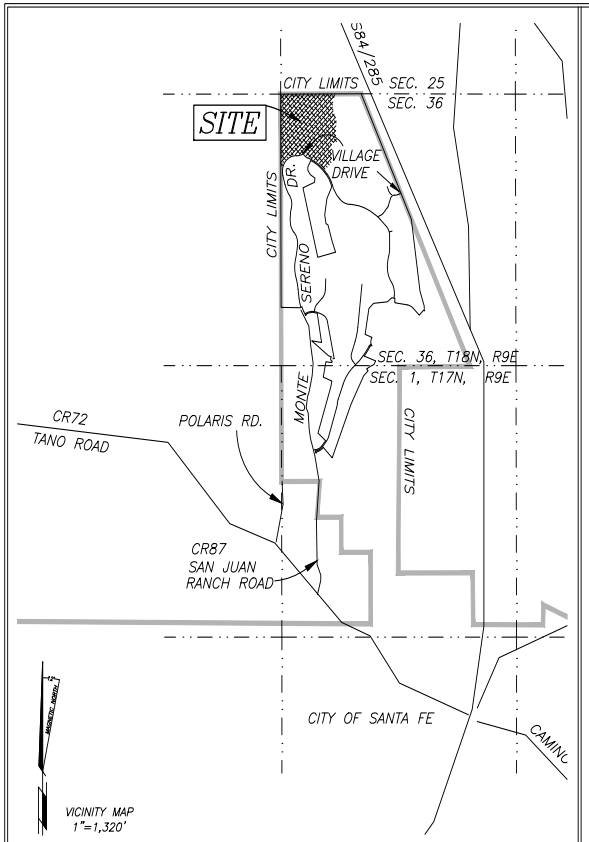
DIEGO J. SISNEROS, N.M.P.L.S. #13986

DIEGO J. SISNEROS NEW MEXICO 13986 REGISTERED PROFESSIONAL SURVEYOR

V-109

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660

FILE#10270TOPO VILLAS RESORT
DATE:6/9/2021



RESORT CASITAS AT MONTE SERENO PHASES 1 & 2

PHASE 4D A SUB-PHASE OF MONTE SERENO PHASE 4
SUBDIVISION OF TRACT A AND TRACT M
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36,
T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

PURPOSE STATEMENT: PHASE 4D

- THIS PLAT CREATES 60 RESORT PARCELS
- LOTS WILL BE SERVED BY THE PRIVATE RIGHT OF WAYS CONNECTING TO THE PULBIC RIGHT OF WAY "VILLAGE DRIVE", PLAT INST.#1887681 IN BOOK 850 PAGES 3-7.

REFERENCE DOCUMENTS

1. LEGAL LOT OF RECORD; MONTE SERENO PHASE 4 AMENDMENT #1 PLAT BOOK 850 PAGES 03-07.
2. ALTA/ACSM LAND TITLE SURVEY PREPARED BY DIEGO J. SISNEROS RECORDED AS INST.#1779254 IN PLAT BOOK 794 PAGES 40-41.
3. REVISED ANNEXATION PLAT PREPARED FOR TANO SANTA FE PARTNERS, RECORDED IN BOOK 303, PAGE 021.
4. WARRANTY DEED 665/904-906.
5. ALL RECORDED PLATS AND DEEDS REFERENCED ON THE FACE OF THIS PLAT.

FLOOD ZONE:

LAND LIES WITHIN OTHER AREAS "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS SHOWN ON FIRM MAP NO. 35049C0405D, EFFECTIVE 6/17/2008(THIS MAP WAS NOT UPDATED IN 2012).

SHEET INDEX:

- SHEET 2: OVERALL TRACT M & A / SITE MAP
- SHEET 3: CURVE, LINE AND ADDRESS TABLES
- SHEET 4: PHASE 1 AT 1"=50'
- SHEET 5: PHASE 2 AT 1"=50'

APPROVED BY THE CITY PLANNING COMMISSION
AS P&DR CASE # AT THEIR MEETING OF , 2006

PLANNING COMMISSION CHAIR DATE

PLANNING COMMISSION SECRETARY DATE

REVIEWED BY CITY OF SANTA FE

CITY ENGINEER DATE

CITY PLANNER DATE

NOTES:

1. EACH RESORT PARCEL SHALL BE SERVICED BY SEPARATE SEWER AND WATER SERVICES.

2. THE RESORT PARCELS SHOWN HEREON ARE SUBJECT TO THE TERMS AND PROVISIONS OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, CHARGES, LIENS AND EASEMENTS FOR RESORT CASITAS AT MONTE SERENO SUBDIVISION, RECORDED AS INST.#

3. STORM WATER DETENTION: INCREASED STORM WATER RUN-OFF FROM ROADS AND LOTS IS TO BE HANDLED BY CENTRALIZED PONDS.

4. NO WALLS FENCES OR OTHER STRUCTURES THAT WOULD IMPEDE DRAINAGE FLOW SHALL BE PLACED WITHIN DRAINAGE EASEMENTS SHOWN HEREON.

5. PERMANENT TRAFFIC CONTROL: SIGNS SHALL BE INSTALLED BY THE DEVELOPER AT THEIR EXPENSE.

6. RESORT CASITAS WILL BE REQUIRED TO INSTALL AUTOMATIC FIRE SUPPRESSION SYSTEMS IF THE FOLLOWING OCCURS: 1) THE DRIVEWAY BETWEEN THE PUBLIC ROAD AND THE HOME EXCEEDS 10% IN GRADE AND 150' IN LENGTH, OR 2) THE PUBLIC ROAD GRADE EXCEEDS 10% AND ACCESS TO THE DWELLING REQUIRES USING A SECTION OF THE ROADWAY THAT EXCEEDS 10% GRADE; HOWEVER, THERE ARE NO ROADS IN PHASE 4 THAT EXCEED 10% IN GRADE.

7. FENCES AND/OR WALLS SHALL NOT BE CONSTRUCTED WITHIN PUBLIC UTILITY EASEMENTS.

8. BUILDING SETBACKS: 5' FRONT YARD, 5' SIDE YARD, 5' REAR YARD. THE PRRC ZONING ALLOWS ESTABLISHING BUILDING SETBACKS.

9. PROPERTY DEVELOPMENT IS GOVERNED BY THE ANNEXATION AND DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE CITY OF SANTA FE AND TANO SANTA FE PARTNERS, DATED 5/5/1993, AS AMENDED. PURSUANT TO THE ANNEXATION AND DEVELOPMENT AGREEMENT, PROPERTY DEVELOPMENT IS GOVERNED BY THE CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.

DRAINAGE EASEMENT (DE) LOCATIONS SHOWN WERE DETERMINED FROM MAPPING AND MAPPING INTERPRETATION DONE BY OTHERS. THE DIMENSIONS SHOWN ARE FOR GENERAL IDENTIFICATION ONLY, THE TRUE LOCATION OF THE DE'S ARE TO BE DETERMINED BY THE PHYSICAL LOCATION OF THE IDENTIFIED DRAINAGE

DEDICATION AND AFFIDAVIT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED TO BE SUBDIVIDED THOSE LANDS SHOWN HEREON. THE SAID SUBDIVISION IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE SAID OWNER(S). THIS SUBDIVISION CONTAINS 168.27 ACRES, MORE OR LESS.

THE 38' WIDE PRIVATE RIGHT OF WAYS, "EAST VILLAGE DRIVE", "WEST VILLAGE DRIVE", "TESUQUE VISTA", "HIGH POINT LANE", "NORTH SPUR ROAD", "SUNRISE LANE", AND "ARROYO LANE" ARE HEREBY CREATED FOR INGRESS EGRESS AND UTILITIES FOR THE USE OF THE RESORT CASITAS AT MONTE SERENO. MAINTENANCE WILL BE THE RESPONSIBILITY OF "MONTE SERENO RESORT MANAGEMENT COMPANY". EASEMENTS ARE GRANTED FOR THE PLACEMENT OF CUT/FILL SLOPES OUTSIDE OF THE RIGHT OF WAY AS MAY BE REQUIRED FOR ROAD CONSTRUCTION AND MAINTENANCE. "MONTE SERENO RESORT MANAGEMENT COMPANY" IS RESPONSIBLE FOR MAINTENANCE OF SAID SLOPES, AND IS HEREBY GRANTED AN EASEMENT FOR SAID PURPOSE.

THE 23' WIDE PRIVATE ACCESS AND UTILITY EASEMENT, "UPPER VILLAGE DRIVE" IS HEREBY CREATED FOR INGRESS EGRESS AND UTILITIES FOR THE USE OF THE RESORT CASITAS AT MONTE SERENO. MAINTENANCE WILL BE THE RESPONSIBILITY OF "MONTE SERENO RESORT MANAGEMENT COMPANY". EASEMENTS ARE GRANTED FOR THE PLACEMENT OF CUT/FILL SLOPES OUTSIDE OF THE RIGHT OF WAY AS MAY BE REQUIRED FOR ROAD CONSTRUCTION AND MAINTENANCE. "MONTE SERENO RESORT MANAGEMENT COMPANY" IS RESPONSIBLE FOR MAINTENANCE OF SAID SLOPES, AND IS HEREBY GRANTED AN EASEMENT FOR SAID PURPOSE.

PUBLIC UTILITY EASEMENTS SHOWN ON THIS PLAT ARE GRANTED FOR THE COMMON AND JOINT USE OF: PUBLIC SERVICE COMPANY OF NEW MEXICO ("PNM"), A NEW MEXICO CORPORATION, (PNM ELECTRIC) FOR INSTALLATION, MAINTENANCE, AND SERVICE OF OVERHEAD AND UNDERGROUND ELECTRICAL LINES, TRANSFORMERS, AND OTHER EQUIPMENT AND RELATED FACILITIES REASONABLY NECESSARY TO PROVIDE ELECTRICAL SERVICES.
EASEMENTS FOR ELECTRIC TRANSFORMERS/SWITCHGEARS, AS INSTALLED, SHALL EXTEND TEN (10) FEET IN FRONT OF TRANSFORMERS/SWITCHGEAR DOORS AND FIVE (5) FEET ON EACH SIDE.

NEW MEXICO GAS COMPANY FOR INSTALLATION, MAINTENANCE, AND SERVICE FOR NATURAL GAS LINES, VALVES AND OTHER EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE NATURAL GAS SERVICES.
Qwest Corporation, d/b/a CenturyLink QC FOR THE INSTALLATION, MAINTENANCE, AND SERVICE OF SUCH LINES, CABLE, AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE COMMUNICATION SERVICES.

COMCAST FOR THE INSTALLATION, MAINTENANCE, AND SERVICE SUCH LINES, CABLE AND OTHER RELATED EQUIPMENT AND FACILITIES REASONABLY NECESSARY TO PROVIDE CABLE SERVICES.

INCLUDED IS THE RIGHT TO BUILD, REBUILD, CONSTRUCT, RECONSTRUCT, LOCATE, RELOCATE WITHIN THE EASEMENT, CHANGE, REMOVE, REPLACE, MODIFY, RENEW, OPERATE AND MAINTAIN FACILITIES FOR PURPOSES DESCRIBED ABOVE, TOGETHER WITH FREE ACCESS TO, FROM, AND OVER SAID EASEMENT, WITH THE RIGHT AND PRIVILEGE OF GOING UPON, OVER AND ACROSS ADJOINING LANDS OF GRANTOR FOR THE PURPOSES SET FORTH HEREIN AND WITH THE RIGHT TO UTILIZE THE RIGHT OF WAY AND EASEMENT TO EXTEND SERVICES TO CUSTOMERS OF GRANTEE, INCLUDING SUFFICIENT WORKING AREA SPACE FOR ELECTRICAL TRANSFORMERS, WITH THE RIGHT AND PRIVILEGE TO TRIM AND REMOVE TREES, SHRUBS OR BUSHES WHICH INTERFERE WITH THE PURPOSES SET FORTH HEREIN. NO BUILDING, SIGN POOL (ABOVEGROUND OR SUBSURFACE), HOT TUB, CONCRETE OR WOOD POOL DECKING, OR OTHER STRUCTURE SHALL BE ERECTED OR CONSTRUCTED ON SAID EASEMENTS, NOR SHALL ANY WELL BE DRILLED OR OPERATED THEREON. PROPERTY OWNERS SHALL BE SOLELY RESPONSIBLE FOR CORRECTING ANY VIOLATIONS OF NATIONAL ELECTRICAL SAFETY CODE BY CONSTRUCTION OF POOLS, DECKING, OR ANY STRUCTURES ADJACENT TO OR NEAR EASEMENTS SHOWN ON THIS PLAT.

STORM WATER AGREEMENT:

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORM WATER EASEMENTS AND ANY OTHER DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENTS ARE ON PRIVATE PROPERTY AND WILL BE MAINTAINED AND KEPT FULLY FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES BY 21 CLUB HOLDINGS(OWNER) AND SUBSEQUENT HEIRS, ASSIGNS, AND FUTURE OWNERS. THE CITY IS HEREBY GRANTED THE FOLLOWING: (1) ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; (2) IN THE EVENT OF DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENT MAINTENANCE DEFICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE AND STORM WATER MANAGEMENT IMPROVEMENTS; AND (3) TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COSTS ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSTRUMENT, THE PROPERTY OWNER(S) APPROVE AND AGREE THAT THIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS

BY SIGNING THIS PLAT 21 CLUB HOLDINGS, LLC. WARRANTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. THE "MONTE SERENO RESORT MANAGEMENT COMPANY" IS RESPONSIBLE FOR THE MAINTENANCE OF CENTRALIZED STORM WATER DETENTION STRUCTURES.

THIS SUBDIVISION LIES WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, N.M.

OWNER(S): 21 CLUB HOLDINGS, LLC. A NEW MEXICO LIMITED LIABILITY COMPANY

BY: ALFRED S. LILLY, ITS DIRECTOR

STATE OF
COUNTY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ___DAY OF _____, 202 BY ALFRED S. LILLY, DIRECTOR OF 21 CLUB HOLDINGS, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY.

NOTARY PUBLIC MY COMMISSION EXPIRES:

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE REPRESENTATION OF A SURVEY COMPLETED UNDER MY PERSONAL SUPERVISION ON THE __rd DAY OF ., 2021. TO THE BEST OF MY KNOWLEDGE, THE SURVEY AND PLAT ARE CORRECT, TRUE AND MEET THE MINIMUM STANDARDS FOR LAND SURVEYS IN NEW MEXICO.

DIEGO J. SISNEROS, N.M.P.L.S. 13986 6/17/2021

UTILITY COMPANIES

COMCAST DATE

IN APPROVING THIS PLAT, PNM PUBLIC SERVICE COMPANY OF NEW MEXICO (PNM) AND NEW MEXICO GAS COMPANY (NMGC) DID NOT CONDUCT A TITLE SEARCH OF THE PROPERTIES SHOWN HEREON. CONSEQUENTLY, PNM AND NMGC DO NOT WAIVE NOR RELEASE ANY EASEMENT OR EASEMENT RIGHTS WHICH MAY HAVE BEEN GRANTED BY PRIOR PLAT, REPLAT, OR OTHER DOCUMENT WHICH ARE NOT SHOWN ON THIS PLAT.

PNM ELECTRIC SERVICE DATE

NM GAS COMPANY DATE

Qwest Corporation, d/b/a CenturyLink QC DISCLAIMER.

THIS PLAT HAS BEEN APPROVED FOR EASEMENT PURPOSES ONLY THE SIGNING OF THIS PLAT DOES NOT IN ANY WAY GUARANTEE TELEPHONE SERVICE TO THE SUBDIVISION.

Qwest Corporation, d/b/a CenturyLink QC DATE

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the _____ day of _____, 20__, A.D. at ____o'clock __M, and was duly recorded in book _____, page(s) _____ of the records of Santa Fe County.

KATHARINE E. CLARK
County Clerk, Santa Fe County, N.M.

Deputy

"TITLE AND INDEXING INFORMATION FOR COUNTY CLERK"

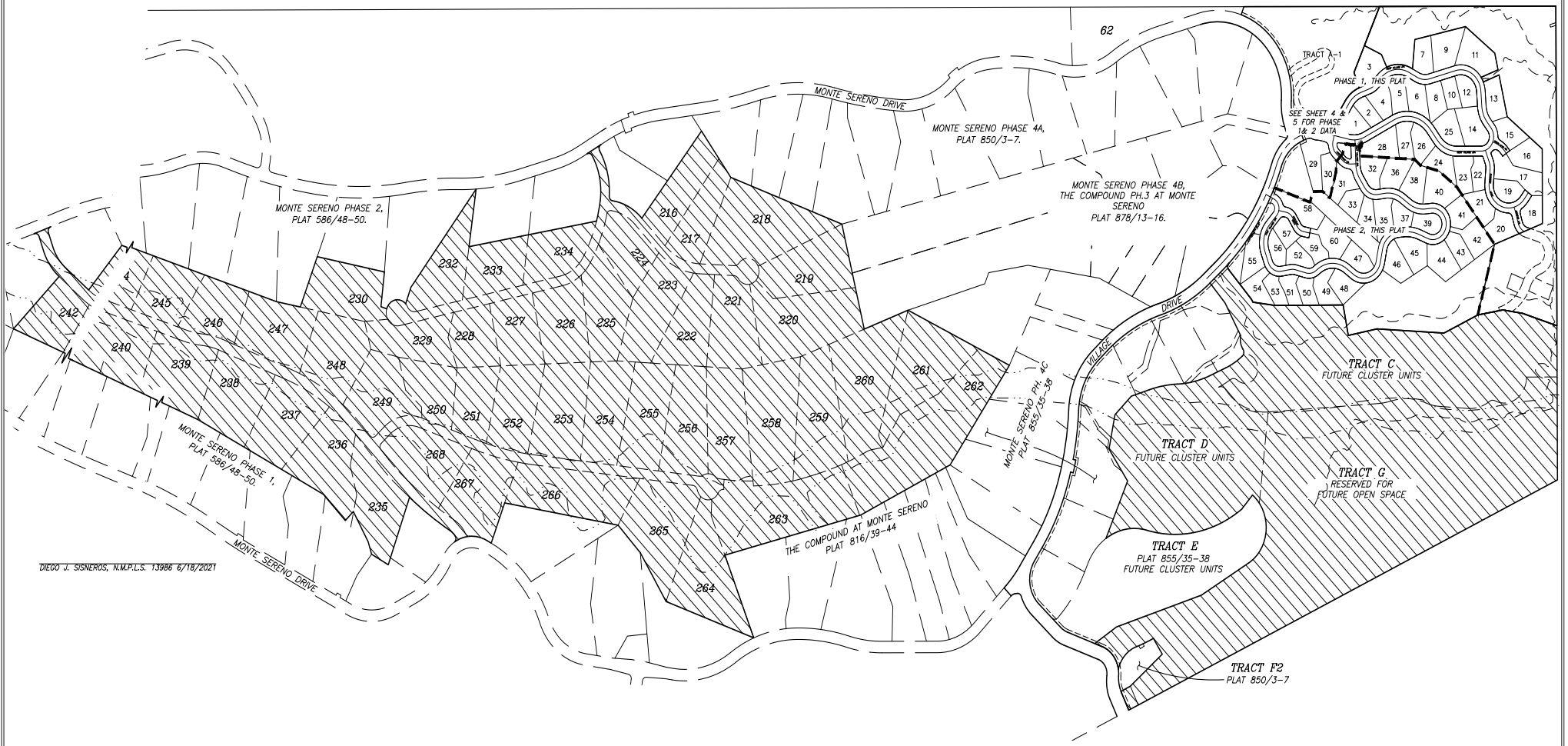
OWNERS: 21 CLUB HOLDINGS
PARENT PARCEL: TRACT A....., RECORDED AS INST.#
IN BOOK PAGES &
TRACT A UPC: 1-054-103- - .
TRACT M UPC: 1-054-103-119-259.
PLSS LOCATION: SEC. 1, T17N, R9E, & SEC. 36,
T18N, R9E, NMPM,
CITY: SANTA FE
COUNTY: SANTA FE
STATE: NEW MEXICO

V-110

SHEET 1 OF 5

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660

FILE#10449SUB DATE:6/17/2021



DIEGO J. SISNEROS, N.M.P.L.S. 13986 6/18/2021

LEGEND:

- DENOTES #4 REBAR, LS7014 OR AS SHOWN FOUND
- DENOTES #4 REBAR, OR AS SHOWN SET
- DENOTES CALCULATED POINT NOT SET
- DENOTES BRASS CAP FOUND
- DENOTES FENCE
- DENOTES FUTURE PHASE 4 AREA
- DENOTES RIDGETOP SUB-DISTRICT, HOUSES ALLOWED
- DENOTES RIDGETOP SUB-DISTRICT, HOUSES PROHIBITED

MAGNETIC NORTH

SCALE 1"=200'

200 0 200

RESORT CASITAS AT MONTE SERENO PHASES 1 & 2

PHASE 4D A SUB-PHASE OF MONTE SERENO PHASE 4
SUBDIVISION OF TRACT A AND TRACT M
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

OVERALL TRACT M AND SITE MAP

V-111

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10449SUB DATE:6/18/2021

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA
C1	88.00'	60.27'	59.10'	S07°11'05"E	39°14'37"
C2	19.00'	34.24'	29.79'	S71°11'21"W	103°15'16"
C3	88.00'	5.04'	5.04'	N55°32'38"W	3°16'47"
C4	88.00'	51.78'	51.03'	N37°02'56"W	33°42'38"
C5	126.00'	49.42'	49.10'	S34°48'03"E	22°28'17"
C6	58.00'	26.16'	25.94'	S33°06'54"E	25°50'35"
C7	96.00'	43.30'	42.93'	N33°06'54"W	25°50'35"
C8	88.00'	14.02'	14.01'	N41°28'21"W	9°07'41"
C9	149.00'	2.12'	2.12'	S26°23'56"E	0°48'57"
C10	149.00'	75.65'	74.84'	S11°26'43"E	29°05'28"
C11	88.00'	83.30'	80.22'	N09°47'26"W	54°14'09"
C12	149.00'	103.55'	101.48'	S23°00'32"W	39°49'03"
C13	88.00'	15.55'	15.53'	N22°23'20"E	10°07'22"
C14	96.00'	45.37'	44.95'	N13°54'37"E	27°04'48"
C15	58.00'	43.17'	42.18'	S06°07'35"W	42°38'51"
C16	149.00'	7.60'	7.60'	S44°22'46"W	2°55'24"
C17	96.00'	26.08'	26.00'	N07°24'49"W	15°34'03"
C18	108.00'	134.49'	125.96'	S20°28'34"W	71°20'49"
C19	70.00'	123.60'	108.16'	N35°23'07"E	101°09'55"
C20	126.00'	74.43'	73.35'	N69°02'42"E	33°50'45"
C21	36.00'	80.26'	64.64'	S64°00'44"E	127°43'54"
C22	88.00'	81.32'	78.46'	S26°19'36"W	52°56'46"
C23	149.00'	18.10'	18.09'	S49°19'14"W	6°57'32"
C24	88.00'	51.98'	51.23'	S69°02'42"W	33°50'45"
C25	108.00'	36.00'	35.84'	S76°25'03"W	19°06'03"
C26	125.00'	58.80'	58.26'	S42°48'27"W	26°57'10"
C27	19.00'	19.51'	18.67'	S58°44'59"W	58°50'14"
C28	74.00'	46.56'	45.79'	S70°08'42"W	36°02'47"
C29	86.00'	38.54'	38.22'	S81°48'58"W	25°40'28"
C30	6.00'	7.64'	7.14'	N74°31'09"W	73°00'15"
C31	74.00'	6.23'	6.23'	N40°25'51"W	4°49'38"
C32	19.00'	26.44'	24.36'	N02°58'22"W	79°44'37"
C33	87.00'	29.72'	29.57'	N46°41'05"E	19°34'16"
C34	31.00'	30.75'	29.50'	S45°22'41"W	56°49'50"
C35	19.00'	23.95'	22.39'	N70°06'09"W	72°12'29"
C36	106.00'	36.01'	35.84'	N43°43'55"W	19°28'00"
C37	68.00'	175.79'	130.77'	S20°35'39"W	148°07'07"
C38	106.00'	59.75'	58.97'	N17°32'49"E	32°17'56"
C39	19.00'	24.01'	22.44'	N37°35'44"E	72°23'45"
C40	69.00'	41.74'	41.10'	N56°27'51"E	34°39'31"
C41	106.00'	87.75'	85.27'	N57°24'47"E	47°25'59"
C42	74.00'	1.86'	1.86'	N00°52'03"W	1°26'33"
C43	6.00'	7.39'	6.93'	N33°41'42"E	70°34'03"
C44	48.00'	21.51'	21.33'	N81°48'58"E	25°40'28"
C45	106.00'	25.02'	24.96'	N87°53'29"E	13°31'26"
C46	126.00'	18.07'	18.05'	N03°57'43"E	8°12'59"
C47	126.00'	86.05'	84.39'	N27°38'08"E	39°07'51"
C48	111.00'	72.53'	71.24'	N34°04'53"E	37°26'13"
C49	126.00'	12.31'	12.31'	N50°00'01"E	5°35'56"
C50	111.00'	81.70'	79.86'	N05°43'19"W	42°10'10"
C51	19.00'	24.81'	23.08'	N54°49'48"W	74°48'26"
C52	126.00'	20.63'	20.61'	N22°06'59"W	9°22'49"
C53	164.07'	18.63'	18.62'	N23°12'10"W	6°30'22"
C54	165.07'	26.70'	26.67'	N15°18'56"W	9°16'06"
C55	19.00'	11.32'	11.15'	N07°23'25"E	34°08'07"
C56	59.00'	21.78'	21.66'	N13°52'57"E	21°09'04"
C57	155.42'	40.76'	40.65'	N10°50'28"E	15°04'07"
C58	19.00'	21.53'	20.40'	N50°50'17"E	64°55'31"
C59	69.00'	25.38'	25.24'	N72°45'45"E	21°04'35"
C60	125.00'	7.47'	7.47'	S13°20'37"E	3°25'27"
C61	69.00'	23.59'	23.47'	N52°25'49"E	19°35'17"
C62	31.00'	24.50'	23.87'	S65°16'46"W	45°17'11"
C63	6.00'	10.20'	9.01'	N43°22'58"W	97°23'22"
C64	891.00'	84.07'	84.04'	N68°52'45"W	5°24'22"
C65	164.07'	129.22'	125.91'	N49°01'09"W	45°07'35"
C66	207.55'	117.17'	115.62'	S04°25'28"E	32°20'43"
C67	17.00'	25.38'	23.09'	S22°49'41"W	85°33'20"
C68	211.00'	102.83'	101.82'	S79°34'03"W	27°55'25"
C69	327.00'	427.48'	397.68'	S56°04'42"W	74°54'06"
C70	126.00'	81.34'	79.93'	S38°41'26"E	36°59'09"

C71	126.00'	22.74'	22.71'	S62°21'11"E	10°20'20"
C72	19.00'	26.52'	24.42'	S27°32'34"E	79°57'34"
C73	69.00'	44.82'	44.04'	N24°01'35"E	37°13'11"
C74	19.00'	22.74'	21.40'	N39°41'58"E	68°33'56"
C75	126.00'	37.04'	36.91'	N65°33'39"E	16°50'33"
C76	77.75'	22.40'	22.32'	N48°53'11"E	16°30'24"
C77	77.75'	41.54'	41.04'	N25°19'45"E	30°36'29"
C78	99.00'	87.42'	84.61'	S41°39'36"E	50°35'39"
C79	77.75'	24.16'	24.07'	N01°07'20"E	17°48'21"
C80	88.00'	34.66'	34.44'	N03°30'08"E	22°33'57"
C81	99.00'	19.05'	19.02'	S10°51'06"E	11°01'21"
C82	88.00'	32.06'	31.88'	N25°13'16"E	20°52'20"
C83	126.00'	36.55'	36.42'	N27°20'52"E	16°37'09"
C84	169.00'	34.63'	34.57'	S00°31'49"W	11°44'30"
C85	41.00'	148.54'	79.64'	S81°46'14"E	207°34'21"
C86	169.00'	46.06'	45.91'	S14°12'31"W	15°36'52"
C87	126.00'	54.09'	53.67'	N06°44'26"E	24°35'42"
C88	39.75'	45.04'	42.67'	S24°40'46"W	64°55'14"
C89	88.00'	47.04'	46.48'	S72°27'11"W	30°37'36"
C90	126.00'	64.45'	63.75'	S06°52'24"W	29°18'30"
C91	126.00'	31.07'	30.99'	S28°35'33"W	14°07'47"
C92	88.00'	53.34'	52.53'	S18°17'33"W	34°43'47"
C93	79.00'	64.57'	62.79'	S17°51'35"W	46°50'00"
C94	88.00'	9.96'	9.95'	S02°18'53"E	6°29'05"
C95	79.00'	77.14'	74.11'	S69°15'03"W	55°56'57"
C96	79.00'	19.05'	19.00'	N75°52'00"W	13°48'57"
C97	79.00'	39.54'	39.13'	N54°37'12"W	28°40'39"
C98	79.00'	81.09'	77.58'	N10°52'26"W	58°48'53"
C99	61.00'	22.98'	22.84'	N16°07'58"W	21°35'05"
C100	131.00'	62.55'	61.95'	N08°20'15"E	27°21'22"
C101	79.00'	4.80'	4.80'	N20°16'29"E	3°28'56"
C102	95.00'	28.52'	28.41'	N70°29'12"W	17°12'10"
C103	61.00'	55.54'	53.64'	N53°00'24"W	52°09'46"
C104	88.00'	43.32'	42.88'	N22°08'57"E	28°12'09"
C105	95.00'	69.68'	68.13'	N15°14'15"E	42°01'32"
C106	69.00'	20.99'	20.91'	N27°39'52"W	17°25'48"
C107	88.00'	68.24'	66.54'	N14°09'57"W	44°25'38"
C108	69.00'	40.18'	39.62'	N02°15'54"W	33°22'06"
C109	70.62'	12.27'	12.26'	N04°09'23"W	9°57'25"
C110	31.00'	12.74'	12.65'	N02°38'31"E	23°33'14"
C111	70.62'	43.86'	43.16'	N18°36'56"E	35°35'13"
C112	99.50'	22.00'	21.95'	S54°39'44"W	12°40'02"
C113	70.62'	32.18'	31.91'	N49°27'56"E	26°06'48"
C114	922.00'	42.24'	42.24'	N52°23'27"W	2°37'30"
C115	122.17'	73.13'	72.04'	N87°15'34"E	34°17'49"
C116	70.62'	9.35'	9.35'	N66°19'00"E	7°35'19"
C117	57.00'	91.33'	81.87'	S09°39'24"E	91°48'49"
C118	126.00'	47.39'	47.11'	S25°28'31"W	21°33'00"
C119	69.00'	28.37'	28.17'	S02°38'31"W	23°33'14"
C120	31.00'	27.48'	26.59'	S10°58'49"E	50°47'54"
C121	32.62'	45.11'	41.60'	S30°29'17"W	79°14'45"
C122	84.17'	90.13'	85.89'	N79°12'47"W	61°21'09"
C123	19.00'	19.97'	19.06'	N18°26'40"W	60°12'42"
C124	21.00'	17.00'	16.54'	N34°51'25"E	46°23'29"
C125	59.00'	41.79'	40.92'	N37°45'40"E	40°35'00"
C126	21.00'	16.93'	16.48'	S34°57'15"W	46°11'49"
C127	61.10'	54.11'	52.36'	S32°05'19"W	50°44'43"
C128	19.00'	19.81'	18.93'	S42°38'11"W	59°44'21"
C129	59.00'	47.53'	46.26'	S49°25'31"W	46°09'42"
C130	19.00'	22.93'	21.56'	S60°54'46"W	69°08'12"
C131	922.00'	6.93'	6.93'	N65°52'27"W	0°25'50"
C132	891.00'	1.35'	1.35'	N66°07'58"W	0°05'11"
C133	59.00'	5.78'	5.78'	N14°39'45"E	5°36'49"
C134	126.00'	64.81'	64.09'	S21°38'41"E	29°28'09"
C135	126.00'	47.52'	47.24'	S03°53'42"W	21°36'39"
C136	122.17'	57.69'	57.16'	S62°03'52"E	27°03'20"
C137	922.00'	129.87'	129.76'	N57°44'19"W	8°04'14"
C138	19.00'	23.74'	22.22'	N07°07'35"W	71°34'32"
C139	21.00'	36.98'	32.38'	N79°06'30"E	100°53'38"
C140	18.00'	27.49'	24.90'	N87°55'07"W	87°30'20"
C141	922.00'	111.24'	111.17'	N47°37'20"W	6°54'45"

LINE	BEARING	DIST.
L1	S12°26'13"W	9.86'
L2	S19°33'43"W	16.14'
L3	S26°48'24"E	41.45'
L4	N20°11'37"W	13.66'
L5	S20°11'37"E	39.95'
L6	S46°02'12"E	32.06'
L7	N20°11'37"W	26.28'
L8	N46°02'12"W	32.06'
L9	S26°48'24"E	43.12'
L10	N27°27'01"E	39.02'
L11	S27°27'01"W	32.53'
L12	S15°11'50"E	23.72'
L13	N15°11'50"W	45.36'
L14	N15°11'50"W	9.27'
L15	N85°58'04"E	2.77'
L16	N52°07'19"E	30.14'
L17	N05°38'35"W	30.51'
L18	S00°08'47"E	37.56'
L19	S52°07'19"W	14.66'
L20	S52°07'19"W	15.48'
L21	S56°17'02"W	0.28'
L22	N33°42'58"W	19.00'
L23	S43°54'15"W	48.11'
L24	N85°20'48"W	34.17'
L25	S68°58'44"W	25.38'
L26	N33°42'58"W	19.00'
L27	S00°07'56"E	46.65'
L28	S36°32'05"W	38.00'
L29	S16°57'47"W	17.00'
L30	S73°47'36"W	32.44'
L31	N53°27'55"W	29.39'
L32	N85°20'48"W	19.49'
L33	S53°27'55"E	29.39'
L34	N80°27'29"W	39.59'
L35	N73°47'36"E	32.32'
L36	N62°30'30"W	28.65'
L37	S82°51'44"W	24.25'
L38	N00°08'47"W	36.11'
L39	N68°58'44"E	26.44'
L40	S52°44'31"W	34.75'
L41	S42°08'53"W	33.44'
L42	N70°24'26"W	42.97'
L43	N52°47'59"E	50.00'
L44	N26°48'24"W	1.64'
L45	S87°45'59"W	29.06'
L46	S70°03'01"W	1.00'
L47	S15°03'21"E	24.38'
L48	S11°37'54"E	11.03'
L49	S01°24'45"E	41.38'
L50	S38°00'57"W	41.63'
L51	N42°38'11"E	20.56'
L52	S84°37'53"E	43.59'
L53	S42°38'11"W	20.56'
L54	N05°18'43"E	32.64'
L55	S70°13'42"E	41.21'
L56	S70°35'56"E	43.29'
L57	S70°03'01"W	1.39'
L58	N69°07'23"W	33.12'
L59	N00°06'51"W	12.33'

L60	S12°26'13"W	5.56'
L61	S38°00'57"W	44.43'
L62	N84°37'53"W	43.59'
L63	N42°38'11"E	18.22'
L64	N57°08'23"E	33.56'
L65	N57°08'23"E	7.48'
L66	S38°00'57"W	11.22'
L67	N07°46'51"W	32.91'
L68	S71°57'28"E	29.93'
L69	N35°39'26"E	36.46'
L70	S05°20'26"E	22.26'
L71	S22°00'57"W	39.54'
L72	N05°33'25"W	26.96'
L73	S57°08'23"W	41.04'
L74	S87°45'59"W	32.16'
L75	N86°09'16"E	38.91'
L76	S07°46'51"E	13.84'
L77	S07°46'51"E	19.07'
L78	S35°39'26"W	36.46'
L79	N42°08'53"E	33.44'
L80	N15°05'04"E	30.66'
L81	S05°33'25"E	26.96'
L82	N52°44'31"E	34.75'
L83	S13°02'15"W	48.55'
L84	N05°20'26"W	22.26'
L85	N22°00'57"E	39.54'
L86	N79°05'17"W	50.00'
L87	N36°15'01"E	36.87'
L88	N80°11'12"W	33.19'
L89	N36°22'46"W	13.51'
L90	N62°51'51"W	31.44'
L91	N14°25'09"E	28.06'
L92	N84°47'23"W	17.21'
L93	N09°08'06"W	42.82'
L94	N14°25'09"E	21.94'
L95	N42°09'22"W	46.80'
L96	N10°02'20"E	38.64'
L97	N70°06'39"E	43.20'
L98	S36°15'01"W	36.87'
L99	S09°08'06"E	18.88'
L100	N66°15'16"E	34.18'
L101	S36°22'46"E	9.21'
L102	S70°06'39"W	43.20'
L103	S09°08'06"E	23.94'
L104	N48°33'01"W	49.44'
L105	N11°39'41"E	6.02'
L106	N58°03'10"E	44.06'
L107	S58°03'10"W	44.10'
L108	N38°26'48"W	30.13'
L109	N11°51'21"E	29.45'
L110	N78°08'39"W	20.50'
L111	N11°51'21"E	40.76'
L112	N69°21'13"E	42.62'
L113	N41°27'26"E	36.36'
L114	N83°16'57"E	26.71'
L115	S36°22'46"E	4.30'
L116	N78°08'39"W	17.50'
L117	N11°51'21"E	29.61'
L118	S10°02'20"W	38.64'
L119	S48°33'01"E	49.27'

ADDRESS TABLE

RESORT CASITAS AT MONTE SERENO PHASES 1 & 2

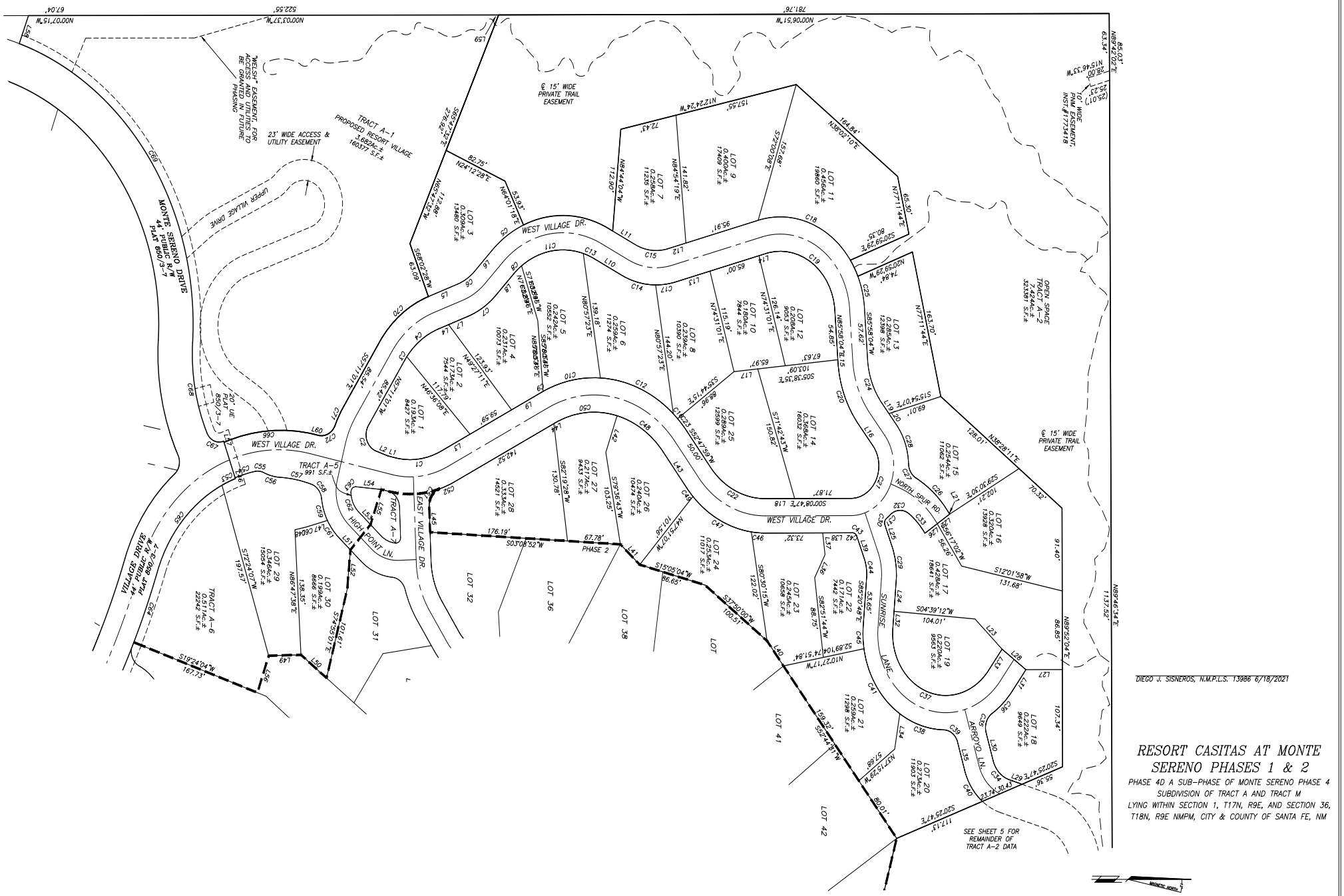
PHASE 4D A SUB-PHASE OF MONTE SERENO PHASE 4
SUBDIVISION OF TRACT A AND TRACT M
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36,
T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

DIEGO J. SISNEROS, N.M.P.L.S. 13986 6/17/2021

CURVE, LINE AND ADDRESS TABLES

V-112

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10449SUB DATE:6/17/2021



DIEGO J. SISNEROS, N.M.P.L.S. 13986 6/18/2021

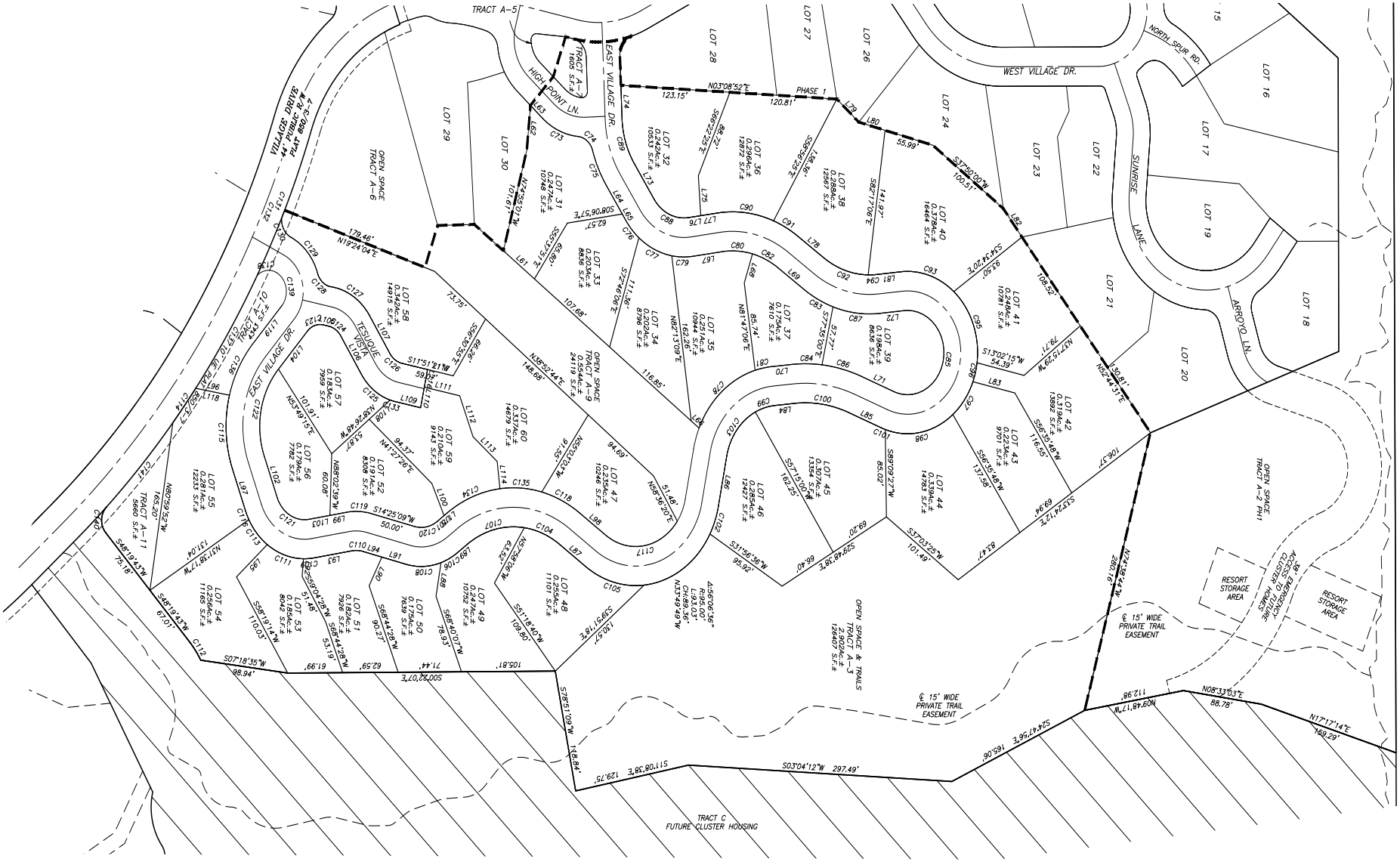
RESORT CASITAS AT MONTE SERENO PHASES 1 & 2

PHASE 4D A SUB-PHASE OF MONTE SERENO PHASE 4 SUBDIVISION OF TRACT A AND TRACT M
LYING WITHIN SECTION 1, T17N, R9E, AND SECTION 36, T18N, R9E NMPM, CITY & COUNTY OF SANTA FE, NM

V-113

SHEET 4 OF 5

DAWSON SURVEYS INC.
PROFESSIONAL LAND SURVEYORS
7505 MALLARD WAY, SUITE A
SANTA FE, N.M., 87507 (505)471-6660
FILE#10449SUB DATE:6/18/2021


TRACT A-5
TRACT A-8
1665 S.F.±
HIGH POINT LN.
EAST VILLAGE DR.
WEST VILLAGE DR.
NORTH SPUR RD.
SUNRISE LANE
ARROYO LN.
VILLAGE DRIVE
44' PUBLIC R/W
PLAT 850-3-7
PHASE 1
LOT 15
LOT 16
LOT 17
LOT 18
LOT 19
LOT 20
LOT 21
LOT 22
LOT 23
LOT 24
LOT 26
LOT 27
LOT 28
LOT 29
LOT 30
OPEN SPACE TRACT A-6
LOT 31 0.2474Ac.± 10748 S.F.±
LOT 32 0.2429Ac.± 10533 S.F.±
LOT 33 0.2034Ac.± 8858 S.F.±
LOT 34 0.2029Ac.± 8796 S.F.±
LOT 35 0.2514Ac.± 10944 S.F.±
LOT 36 0.2855Ac.± 12378 S.F.±
LOT 37 0.1754Ac.± 7610 S.F.±
LOT 38 0.2855Ac.± 12378 S.F.±
LOT 39 0.1984Ac.± 8636 S.F.±
LOT 40 0.3784Ac.± 16464 S.F.±
LOT 41 0.2449Ac.± 10781 S.F.±
LOT 42 0.3194Ac.± 13892 S.F.±
LOT 43 0.2234Ac.± 9701 S.F.±
LOT 44 0.3364Ac.± 14783 S.F.±
LOT 45 0.3074Ac.± 13359 S.F.±
LOT 46 0.2854Ac.± 12427 S.F.±
LOT 47 0.2354Ac.± 10246 S.F.±
LOT 48 0.2554Ac.± 11101 S.F.±
LOT 49 0.2474Ac.± 10752 S.F.±
LOT 50 0.1764Ac.± 7639 S.F.±
LOT 51 0.1764Ac.± 7928 S.F.±
LOT 52 0.1914Ac.± 8308 S.F.±
LOT 53 0.1854Ac.± 8042 S.F.±
LOT 54 0.2694Ac.± 11685 S.F.±
LOT 55 0.2814Ac.± 12233 S.F.±
LOT 56 0.1794Ac.± 7782 S.F.±
LOT 57 0.1834Ac.± 7959 S.F.±
LOT 58 0.3424Ac.± 14915 S.F.±
LOT 59 0.2104Ac.± 9143 S.F.±
LOT 60 0.3374Ac.± 14693 S.F.±
TRACT A-10 444 S.F.±
TRACT A-11 5660 S.F.±
OPEN SPACE TRACT A-9 24119 S.F.±
OPEN SPACE & TRAILS TRACT A-3 2.902Ac.± 126417 S.F.±
OPEN SPACE TRACT A-4 PH1
RESORT STORAGE AREA
RESORT STORAGE AREA
36 UNIT SENIORY ADULT CLUSTER HOMES
℄ 15' WIDE PRIVATE TRAIL EASEMENT
℄ 15' WIDE PRIVATE TRAIL EASEMENT
TRACT C FUTURE CLUSTER HOUSING
TESUQUE VISTA
EAST VILLAGE DR.
R=95.00'
L=83.03'
CH=80.28'
4°56'06"
N13°49'43"W
N03°08'52"E
120.81'
123.15'
N19°24'04"E
179.46'
N38°59'44"E
146.65'
N81°47'06"E
85.74'
N81°13'09"E
162.20'
S12°46'08"E
111.36'
S34°24'20"E
93.50'
S13°02'15"W
54.39'
N57°19'39"W
79.71'
N32°44'37"E
130.81'
S65°51'46"W
116.55'
S37°03'25"W
101.49'
S29°48'38"E
69.20'
S31°56'36"W
95.92'
S57°15'50"W
162.25'
S89°09'27"W
85.02'
S56°35'46"W
137.58'
S37°37'12"E
69.94'
S39°48'17"E
280.16'
N09°48'17"W
112.98'
N08°33'03"E
88.78'
N17°17'14"E
169.29'
S24°47'56"E
165.06'
S03°04'12"W
297.49'
S11°08'38"E
129.75'
S46°01'52"E
148.84'
S39°51'18"E
130.57'
S51°18'40"W
109.80'
S65°40'07"W
78.93'
S65°44'28"W
90.27'
S68°44'28"W
53.19'
S88°59'04"W
61.99'
S07°18'35"W
98.94'
S45°19'43"W
87.01'
S48°19'43"W
75.18'
N31°38'17"W
131.04'
N88°02'39"W
60.08'
S14°25'09"W
50.00'
S07°32'07"E
105.81'
S65°44'28"W
62.59'
S65°40'07"W
71.44'
S51°18'40"W
63.52'
N53°59'30"W
63.52'
S39°51'18"E
105.57'
S68°06'57"E
62.57'
S55°37'51"E
65.80'
N27°55'51"W
101.61'
S08°06'57"E
107.68'
N38°59'44"E
94.69'
N58°36'20"E
51.48'
N30°40'05"W
91.65'
N41°27'29"E
94.37'
N88°26'46"W
51.87'
N63°49'15"E
101.91'
S11°51'11"W
59.22'
S05°30'55"E
56.99'
S22°07'38"E
124.61'
S67°38'06"E
111.36'
S77°38'06"E
77.27'
S82°17'06"E
141.97'
S58°56'29"E
138.36'
S58°56'29"E
88.72'
S78°20'02"W
100.51'
N52°44'37"E
106.52'
S56°35'46"W
116.55'
S65°09'27"W
85.02'
S77°15'50"W
162.25'
S56°35'46"W
137.58'
S37°03'25"W
101.49'
S29°48'38"E
69.20'
S31°56'36"W
95.92

PROJECT DATA & PARKING REQUIREMENTS

THE RESORT AT MONTE SERENO INCLUDES APPROX. 86.5 AC
ZONING: PRRC (PLANNED RESORT-RESIDENTIAL COMMUNITY DISTRICT)

RESORT DEVELOPMENT PLAN (SHEET A-100)
RESORT VILLAGE PLAN (SHEET A-101)

LAND USES:	PARKING PROVIDED
60 RESORT CASITA LOTS (EA.CASITA INCLUDES 2 GUEST UNITS) = TOTAL OF 120 RESORT UNITS	
PARKING REQUIREMENT: 1 SP/RENTAL UNIT= 120 PARKING SP.	
NO. OF PARKING SPACES PROVIDED.	
49 CASITAS HAVE COVERED OR ENCLOSED PARKING FOR 2 CARS=98 SP	
11 CASITAS HAVE UNCOVERED PARKING FOR 2 CARS =	22 SP
ADDITIONAL COMMON AREA PARKING ON SITE=	10 SP
TOTAL PROVIDED:	130 SP
RESORT VILLAGE:	
FITNESS CENTER & BAR & GRILL / CLUBHOUSE FACILITY	
FITNESS/SPA FACILITY: 9,100 SF	
PARKING REQT.: 30% OF PERMITTED OCCUPANCY	
ASSUME TOTAL OCCUPANCY OF 40 PEOPLE.	12 SP.
BAR & GRILL / CLUBHOUSE FACILITY: 4500 SF INTERIOR	
PLUS 2000 SF PORTAL AREA = 6500 SF	
PARKING REQT.: 1 SP/200 SF OF NET LEASABLE AREA	
33 SP.	
RETAIL: 1,000 SF	
PARKING REQT.: 1 SP/200 SF NET LEASABLE AREA	5 SP.
ADMINISTRATION: 1,000 SF	
PARKING REQT.: 1 SP/350 SF NET LEASABLE AREA=	3 SP.
OUTDOOR SPECIAL EVENTS: 20 PEOPLE	12 SP
TOTAL PARKING REQUIRED:	65 SP
TOTAL PARKING PROVIDED. (IN 3 PARKING AREAS).	77 SP*
*4 PARKING SPACES ARE TO BE HANDICAP SPACES (1 IS VAN ACCESSIBLE)	
ACTIVE RECREATION & RESORT STORAGE AREA (NE CORNER OF SITE)	
MAX. 6000 SF STORAGE PLUS SPORTS FIELD 10 SP ON SITE:	10 SP
TOTAL PARKING PROVIDED:	217 SP.

PARKING LOT STANDARDS:
TYP. PARKING SPACE = 9'0" X 19'0"
TYP. DRIVING AISLE = 23'0"

BICYCLE PARKING: 10 SPACES PROVIDED

TOTAL RESORT BUILDINGS:

RESORT CASITAS:	150,000 SF
RESORT RECREATION/STORAGE AREA:	6,000 SF
RESORT VILLAGE	11,600 SF
TOTAL:	167,000 SF

LOT COVERAGE
LOT COVERAGE PROPOSED: 10.5%

BUILDING HEIGHT: 36 FT. MAXIMUM AT THE RESORT VILLAGE
24 FT. MAXIMUM AT THE RESORT CASITAS

OPEN SPACE:
OPEN SPACE REQUIREMENTS:NO ADDITIONAL OPEN SPACE IS REQUIRED, BUT ADDITIONAL OPEN SPACE IS BEING PROVIDED AS DESCRIBED BELOW. ALL REQUIRED OPEN SPACE IS INDICATED ON THE CITY APPROVED MASTER PLAN.

OPEN SPACE PROVIDED FOR RESORT VILLAGE:	APPROX. 1.0 AC
OPEN SPACE PROVIDED FOR RESORT CASITAS:	APPROX. 11.5 AC
TOTAL:	12.5 AC (34%)

LEGAL DESCRIPTION: SEE SURVEY PLATS
HANDICAP ACCESSIBLE GUEST UNITS:
120 RESORT GUEST UNITS. 6 HANDICAP ROOMS PROPOSED (3 FOR EA. PHASE)*
*HC = DESIGNATION ON DEVELOPMENT PLAN

STORM WATER AGREEMENT

THIS STORM WATER AGREEMENT ("Agreement") is entered into this _____ day of _____ by and between the City of Santa Fe ("City") and Monte Sereno Resort Management Company ("Monte Sereno"). Monte Sereno hereby agrees that all storm water easements and any other drainage improvements on private property will be maintained and kept fully functional as originally designed and constructed within private property boundaries by the Monte Sereno and subsequent heirs, assigns, and future owners. The City is hereby granted the following: (1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to the respective property owner(s) ("Owner"), to enter and restore full functional capacity of the drainage improvements; and (3) to lien the property for both direct and indirect costs associated with such work. By signature affixed fixed to this instrument, Owner approves and agree that this Agreement is binding perpetually, running with the land, on present and future owners, heirs, and assigns. The city is hereby granted the following:
(1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to t By

Drainage Facilities Maintenance

All drainage facilities shall be maintained by all property owners. Owner shall also have the responsibility for maintenance of the public drainage easement as per article 14 - 8 .2 (K) of the Santa Fe City Code.

Inspections shall be conducted by a registered professional engineer in the state of New Mexico or other qualified person. Inspections shall be conducted on the drainage facilities in accordance with the following schedule:

On or about March 15, on or about September 15, and after each storm event of 1-inch or greater. Maintenance of the drainage facilities shall be conducted and documented by the engineer and the owner. The owner shall maintain a file of the inspections and remedial action conducted on the drainage facilities.

Work shall be conducted in accordance with the engineer' s recommendations, and shall include, but is not limited to the following:

A. Flush all culverts, drop inlets and drainage pipes to remove sediment and vegetation that prevents or hinders the flow of storm water in the drainage structure(s);

B. Remove sediment in ponds that is greater than 6 inches in depth, and if necessary, reseed with native grasses; and install filter fabric and 3 to 4 inch cobble as directed by the engineer;

C. Inspect for sedimentation in all swales, ditches, drainage ponds and remove and stabilize as necessary.

D. Inspect for soil erosion at all drainage ponds, cut and fill slopes, and repair or stabilize accordingly.

E. Inspect the structural integrity of drainage ponds, slopes, rip-rap, gabions, drop inlets, culverts, energy dissipators, and retaining walls, rock plating, erosion control mats or blankets, and repair or stabilize accordingly; and

F. All basins/ponds shall drain within 24 hours of a storm event as per article 14-8.2(D)(4)(C)(11).

City of Santa Fe

By: _____
Title: _____
Date: _____

Monte Sereno Resort Management Company

By: _____
Title: _____
Date: _____

GENERAL NOTES:

1. PROPERTY DEVELOPMENT IS TO BE IN CONFORMANCE WITH THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE RECORDED JULY 20, 1993 AND IN ACCORDANCE WITH CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.
2. BUILDING PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL ARCHITECTURAL PLANS WILL BE SUBMITTED FOR BUILDING PERMITS FOR EACH TRACT OR LOT, OR IN PHASES INVOLVING MULTIPLE LOTS.
3. BUILDING SETBACKS FOR RESORT CASITAS ARE TO BE 5 FT. FRONT YARD, 5 FT. SIDE YARD AND 5 FT. REAR YARD.
4. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY AND ACCESS EASEMENTS AND RIGHT OF WAYS ARE DESCRIBED ON THE PLATS PREPARED BY DAWSON SURVEYS.
5. THE DEVELOPMENT DOES NOT LIE WITHIN THE HISTORIC DISTRICT OR WITHIN THE RIVER AND TRAILS OR ARCHAEOLOGICAL RIVIEW DISTRICT, OR WITHIN THE RIDGE TOP DISTRICT.
6. BUILDING TYPES:
FITNESS BUILDING - TYPE IIB (PRE-ENGINEERED METAL BLDG. FRAME)
BAR & GRILL - TYPE IIB (HEAVY TIMBER ROOF FRAMING)
CASITAS - TYPE VB WOOD FRAME CONSTRUCTION
7. ALL ROADS ARE PRIVATE LANES AND WILL BE MAINTAINED BY THE MONTE SERENO RESORT MANAGEMENT COMPANY, LLC.
8. VARIANCE REQUESTS FOR THE RESORT AT MONTE SERENO: AS PER THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT, THE DEVELOPER IS REQUESTING VARIANCES BE GRANTED TO:
1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROAD CONSTRUCTION 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION.
3) WAIVER FROM CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES.
4) ALLOW DISTURBANCE OF SLOPES THAT EXCEED 30% FOR DRIVEWAYS TO RESORT CASITAS
5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION FOR RESORT CASITAS.
6) ALLOW A WAIVER OF THE CURB & GUTTER REQUIREMENTS AND FOR THE USE OF STABILIZED BASE COARSE (CHIP SEAL).



THE RESORT AT MONTE SERENO
DEVELOPMENT PLAN

monte sereno
21 CLUB HOLDINGS LLC

N
SCALE: 1"=60'
60' 0 60'

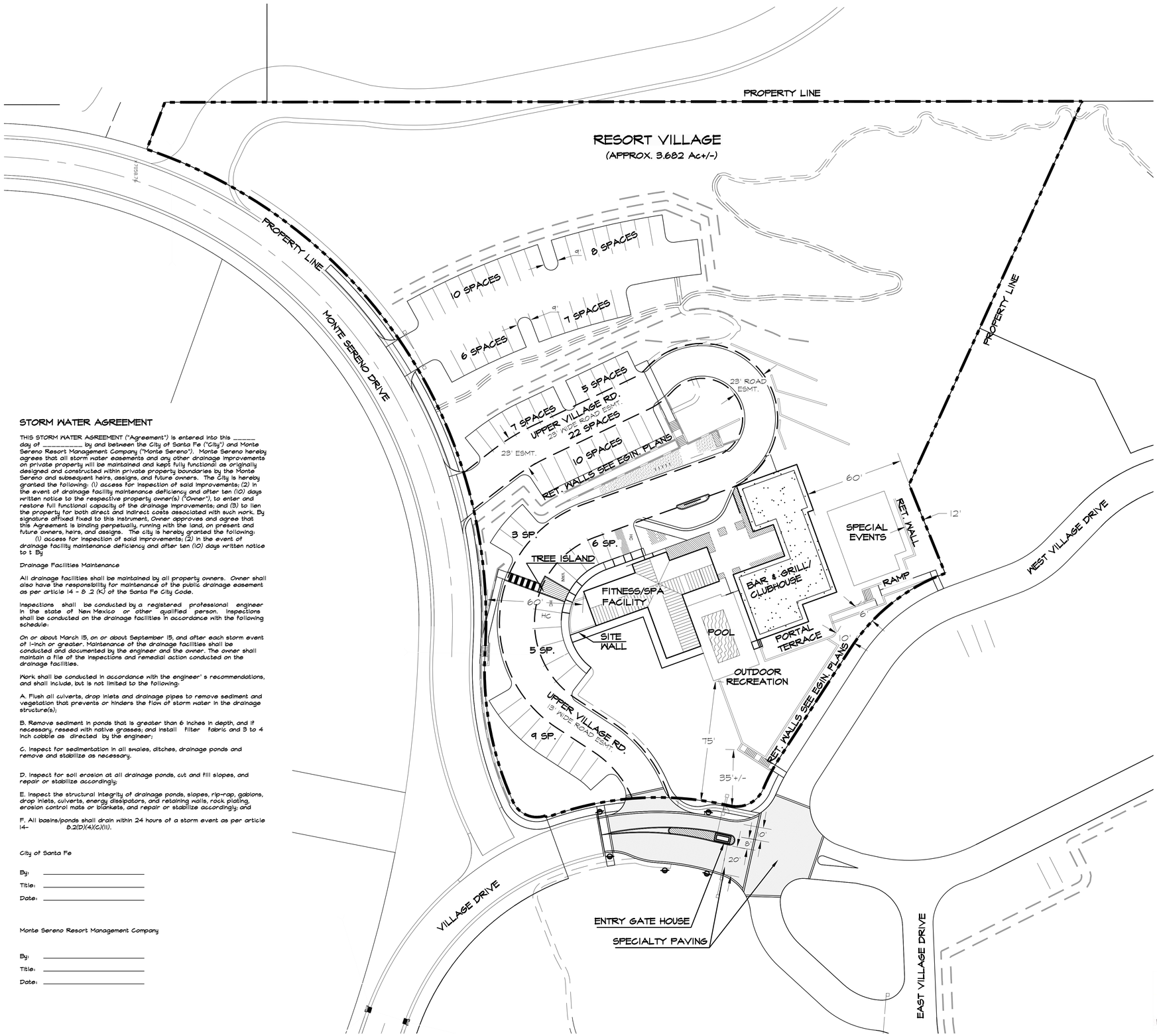
Lilly PLANNING ASSOCIATES
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 1791, Santa Fe, New Mexico 87504

SHEET TITLE
DEVELOPMENT PLAN

PROJECT NAME:
THE RESORT
AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS									
DATE									
BY									

A-100
06/17/2021



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(1) access for inspection of said improvements; (2) in the event of drainage facility maintenance deficiency and after ten (10) days written notice to t By

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B. Remove sediment in ponds that is greater than 6 inches in depth, and if necessary, reseed with native grasses; and install filter fabric and 3 to 4 inch cobble as directed by the engineer;

C. Inspect for sedimentation in all swales, ditches, drainage ponds and remove and stabilize as necessary.

D. Inspect for soil erosion at all drainage ponds, cut and fill slopes, and repair or stabilize accordingly;

E. Inspect the structural integrity of drainage ponds, slopes, rip-rap, gabions, drop inlets, culverts, energy dissipators, and retaining walls, rock plating, erosion control mats or blankets, and repair or stabilize accordingly; and

F. All basins/ponds shall drain within 24 hours of a storm event as per article 14- 8.2(D)(4)(C)(ii).

City of Santa Fe

By: _____

Title: _____

Date: _____

Monte Sereno Resort Management Company

By: _____

Title: _____

Date: _____

PROJECT DATA & PARKING REQUIREMENTS

THE RESORT AT MONTE SERENO INCLUDES APPROX. 36.5 AC
ZONING: PRRC (PLANNED RESORT-RESIDENTIAL COMMUNITY DISTRICT)

RESORT DEVELOPMENT PLAN (SHEET A-100)
RESORT VILLAGE PLAN (SHEET A-101)

LAND USES:	PARKING PROVIDED
60 RESORT CASITA LOTS (EA.CASITA INCLUDES 2 GUEST UNITS) =	
TOTAL OF 120 RESORT UNITS	
PARKING REQUIREMENT: 1 SP/RENTAL UNIT= 120 PARKING SP.	
NO. OF PARKING SPACES PROVIDED:	
48 CASITAS HAVE COVERED OR ENCLOSED PARKING FOR 2 CARS=	48 SP
11 CASITAS HAVE UNCOVERED PARKING FOR 2 CARS =	22 SP
ADDITIONAL COMMON AREA PARKING ON SITE=	10 SP
TOTAL PROVIDED:	180 SP
RESORT VILLAGE:	
FITNESS CENTER & BAR & GRILL / CLUBHOUSE FACILITY	
FITNESS/SPA FACILITY: 3,100 SF	
PARKING REQT.: 30% OF PERMITTED OCCUPANCY	
ASSUME TOTAL OCCUPANCY OF 40 PEOPLE:	12 SP.
BAR & GRILL / CLUBHOUSE FACILITY: 4500 SF INTERIOR	
PLUS 2000 SF PORTAL AREA = 6500 SF	
PARKING REQT.: 1 SP/200 SF OF NET LEASABLE AREA	
33 SP.	
RETAIL: 1,000 SF	
PARKING REQT.: 1 SP./200 SF NET LEASABLE AREA	5 SP.
ADMINISTRATION: 1,000 SF	
PARKING REQT.: 1 SP/350 SF NET LEASABLE AREA=	3 SP.
OUTDOOR SPECIAL EVENTS: 20 PEOPLE	12 SP
TOTAL PARKING REQUIRED:	65 SP
TOTAL PARKING PROVIDED: (IN 3 PARKING AREAS);	77 SP*
*4 PARKING SPACES ARE TO BE HANDICAP SPACES (1 IS VAN ACCESSIBLE)	
ACTIVE RECREATION & RESORT STORAGE AREA (NE CORNER OF SITE)	
MAX. 6000 SF STORAGE PLUS SPORTS FIELD 10 SP ON SITE:	10 SP
TOTAL PARKING PROVIDED:	217 SP.

PARKING LOT STANDARDS:
TYP. PARKING SPACE = 9'0" X 19'0"
TYP. DRIVING AISLE = 23'0"

BICYCLE PARKING: 10 SPACES PROVIDED

TOTAL RESORT BUILDINGS:

RESORT CASITAS:	150,000 SF
RESORT RECREATION/STORAGE AREA:	6,000 SF
RESORT VILLAGE	11,600 SF
TOTAL:	167,000 SF

LOT COVERAGE
LOT COVERAGE PROPOSED: 10.5%

BUILDING HEIGHT: 36 FT. MAXIMUM AT THE RESORT VILLAGE
24 FT. MAXIMUM AT THE RESORT CASITAS

OPEN SPACE:
OPEN SPACE REQUIREMENTS: NO ADDITIONAL OPEN SPACE IS REQUIRED, BUT ADDITIONAL OPEN SPACE IS BEING PROVIDED AS DESCRIBED BELOW. ALL REQUIRED OPEN SPACE IS INDICATED ON THE CITY APPROVED MASTER PLAN.

OPEN SPACE PROVIDED FOR RESORT VILLAGE: APPROX. 1.0 AC
OPEN SPACE PROVIDED FOR RESORT CASITAS: APPROX. 11.5 AC
TOTAL: 12.5 AC (34%)

LEGAL DESCRIPTION: SEE SURVEY PLATS
HANDICAP ACCESSIBLE GUEST UNITS:
120 RESORT GUEST UNITS. 6 HANDICAP ROOMS PROPOSED (3 FOR EA. PHASE)*
*HC = DESIGNATION ON DEVELOPMENT PLAN

GENERAL NOTES:

1. PROPERTY DEVELOPMENT IS TO BE IN CONFORMANCE WITH THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE RECORDED JULY 20, 1993 AND IN ACCORDANCE WITH CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.
2. BUILDING PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL ARCHITECTURAL PLANS WILL BE SUBMITTED FOR BUILDING PERMITS FOR EACH TRACT OR LOT, OR IN PHASES INVOLVING MULTIPLE LOTS.
3. BUILDING SETBACKS FOR RESORT CASITAS ARE TO BE 5 FT. FRONT YARD, 5 FT. SIDE YARD AND 5 FT. REAR YARD.
4. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY AND ACCESS EASEMENTS AND RIGHT OF WAYS ARE DESCRIBED ON THE PLATS PREPARED BY DAWSON SURVEYS.
5. THE DEVELOPMENT DOES NOT LIE WITHIN THE HISTORIC DISTRICT OR WITHIN THE RIVER AND TRAILS OR ARCHAEOLOGICAL RIVIEW DISTRICT, OR WITHIN THE RIDGE TOP DISTRICT.
6. BUILDING TYPES:
FITNESS BUILDING - TYPE IIB (PRE-ENGINEERED METAL BLDG. FRAME)
BAR & GRILL - TYPE IIB (HEAVY TIMBER ROOF FRAMING)
CASITAS - TYPE VB WOOD FRAME CONSTRUCTION
7. ALL ROADS ARE PRIVATE LANES AND WILL BE MAINTAINED BY THE MONTE SERENO RESORT MANAGEMENT COMPANY, LLC.
8. VARIANCE REQUESTS FOR THE RESORT AT MONTE SERENO: AS PER THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT, THE DEVELOPER IS REQUESTING VARIANCES BE GRANTED TO:
1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROAD CONSTRUCTION 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION.
3) WAIVER FROM CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES.
4) ALLOW DISTURBANCE OF SLOPES THAT EXCEED 30% FOR DRIVEWAYS TO RESORT CASITAS
5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION FOR RESORT CASITAS.
6) ALLOW A WAIVER OF THE CURB & GUTTER REQUIREMENTS AND FOR THE USE OF STABILIZED BASE COARSE (CHIP SEAL).

THE RESORT AT MONTE SERENO

monte sereno

CLUB HOLDINGS LLC

Lilly PLANNING ASSOCIATES
LAND PLANNING • LANDSCAPE ARCHITECTURE
P.O. Box 1791, Santa Fe, New Mexico 87504

SHEET TITLE: DEVELOPMENT PLAN

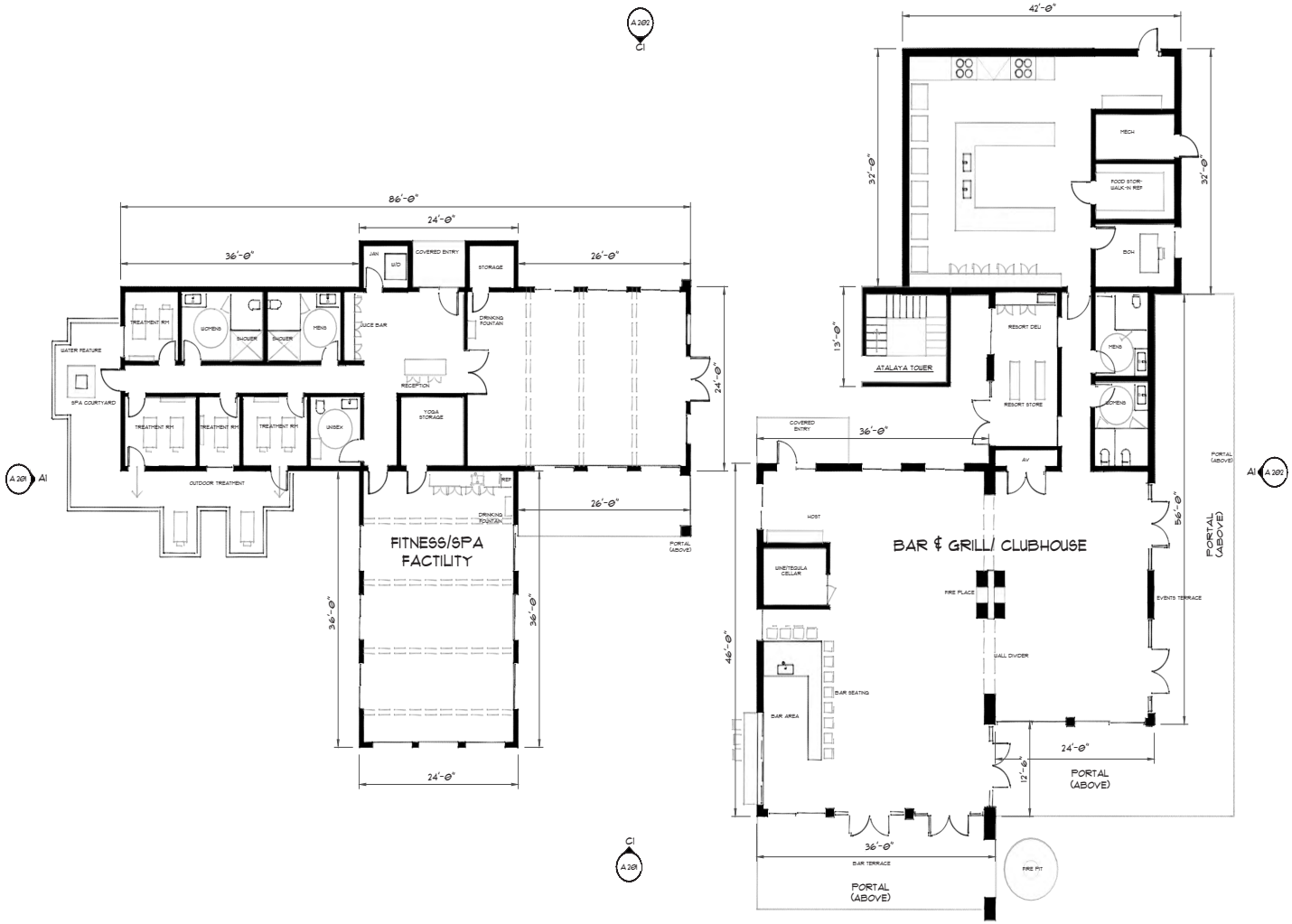
PROJECT NAME:
RESORT VILLAGE
AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS	BY	
DATE		

A-101

06/17/2021

D:\1-PROJECTS\21CLUB\MONTE SERENO RESORT SITE\DWG\2021-06-19 MS RESORT CASITAS.dwg, 6/19/2021 9:36:22 PM, ARCH D



A1 RESORT VILLAGE PRELIMINARY PLANS

SCALE - 1/8" = 1'-0"

0' 8' 16' 32'

OVERALL PLAN NOTES:

RESORT BAR & GRILL/CLUBHOUSE	6,500 SF
PORTALS	2,000 SF
RESORT FITNESS & SPA	3,100 SF
TOTAL SF	11,600 SF

GENERAL NOTES:

1. PROPERTY DEVELOPMENT IS TO BE IN CONFORMANCE WITH THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT BETWEEN TANO SANTA FE PARTNERS AND THE CITY OF SANTA FE RECORDED JULY 20, 1995 AND IN ACCORDANCE WITH CITY ORDINANCES, REGULATIONS, AND SPECIFICATIONS IN EFFECT ON APRIL 1, 1990.
2. BUILDING PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE. FINAL ARCHITECTURAL PLANS WILL BE SUBMITTED FOR BUILDING PERMITS FOR EACH TRACT OR LOT, OR IN PHASES INVOLVING MULTIPLE LOTS.
3. BUILDING SETBACKS FOR RESORT CASITAS ARE TO BE 5 FT. FRONT YARD, 5 FT. SIDE YARD AND 5 FT. REAR YARD.
4. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY AND ACCESS EASEMENTS AND RIGHT OF WAYS ARE DESCRIBED ON THE PLATS PREPARED BY DAWSON SURVEYS.
5. THE DEVELOPMENT DOES NOT LIE WITHIN THE HISTORIC DISTRICT OR WITHIN THE RIVER AND TRAILS OR ARCHAEOLOGICAL RIVIEW DISTRICT, OR WITHIN THE RIDGE TOP DISTRICT.
6. BUILDING TYPES:
FITNESS BUILDING - TYPE IIB (PRE-ENGINEERED METAL BLDG. FRAME)
BAR & GRILL - TYPE IIB (HEAVY TIMBER ROOF FRAMING)
CASITAS - TYPE VB WOOD FRAME CONSTRUCTION
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AS PER THE TERMS OF THE ANNEXATION & DEVELOPMENT AGREEMENT, THE DEVELOPER IS REQUESTING VARIANCES BE GRANTED TO: 1) ALLOW DISTURBANCE OF 30% SLOPED LAND FOR ROAD CONSTRUCTION 2) ALLOW THE HEIGHT OF CUT AND FILL SLOPES IN EXCESS OF TERRAIN MANAGEMENT STANDARDS FOR ROAD CONSTRUCTION, 3) CURRENT LANDSCAPE REQUIREMENTS TO PERMIT THE INSTALLATION OF NATIVE TREES AND SHRUBS IN PLACE OF STREET TREES. 4) DISTURB SLOPES THAT EXCEED 30% FOR DRIVEWAYS TO RESORT CASITAS AND 5) TO EXCEED THE 15' MAXIMUM HEIGHT FOR CUTS OR FILLS FOR DRIVEWAY CONSTRUCTION FOR RESORT CASITAS.

THE RESORT AT MONTE SERENO

monte sereno

21 CLUB HOLDINGS LLC

171 SANGRE DE CRISTO CIRCLE
CEDAR CREST, NM 87008
MUCHOCREATIVE.COM © 2021

SHEET TITLE: RESORT VILLAGE FLOOR PLAN

PROJECT NAME: RESORT VILLAGE AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS
DATE | BY

A-200

06/17/2021

ELEVATION NOTES:

ALL GLAZING SHALL BE CLEAR AND NON - REFLECTIVE

ALL WINDOWS SHALL BE RECESSED MIN 4" FROM FINISH FACE OF STUCCO

ALL WINDOWS TO BE BLACK, TAN, OR BROWN COLOR

EXTERIOR MATERIAL KEY:

- CORTEN STEEL PANEL
- STUCCO FINISH - EARTHTONE
- CULTURED STONE VENEER
- ROUGH SAWN TIMBER
- CORRUGATED METAL (SEALED)
- NATURAL STONE CLADDING
- COLORED CONCRETE



C1 RESORT CLUBHOUSE & FITNESS EAST ELEVATION

SCALE - 1/8" = 1'-0"

0' 8' 16' 32'



A1 RESORT CLUBHOUSE & FITNESS SOUTH ELEVATION

SCALE - 1/8" = 1'-0"

0' 8' 16' 32'

THE RESORT AT MONTE SERENO

monte sereno

21 CLUB HOLDINGS LLC

171 SANGRE DE CRISTO CIRCLE
CEDAR CREST, NM 87008
MUCHOCREATIVE.COM 2021

SHEET TITLE

RESORT VILLAGE ELEVATIONS

PROJECT NAME:

RESORT VILLAGE AT MONTE SERENO

SANTA FE, NEW MEXICO 87506

REVISIONS

BY	DATE

A-201

06/17/2021

ELEVATION NOTES:

ALL GLAZING SHALL BE CLEAR AND NON - REFLECTIVE

ALL WINDOWS SHALL BE RECESSED MIN 4" FROM FINISH FACE OF STUCCO

ALL WINDOWS TO BE BLACK, TAN, OR BROWN COLOR

EXTERIOR MATERIAL KEY:

- CORTEN STEEL PANEL
- STUCCO FINISH - EARTHTONE
- CULTURED STONE VENEER
- ROUGH SAWN TIMBER
- CORRUGATED METAL (SEALED)
- NATURAL STONE CLADDING
- COLORED CONCRETE



C1 RESORT CLUBHOUSE & FITNESS WEST ELEVATION

SCALE - 1/8" = 1'-0"

0' 8' 16' 32'



A1 RESORT CLUBHOUSE & FITNESS NORTH ELEVATION

SCALE - 1/8" = 1'-0"

0' 8' 16' 32'

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SHEET TITLE

RESORT VILLAGE ELEVATIONS

PROJECT NAME:

RESORT VILLAGE AT MONTE SERENO

SANTA FE, NEW MEXICO 87506

REVISIONS

BY	DATE

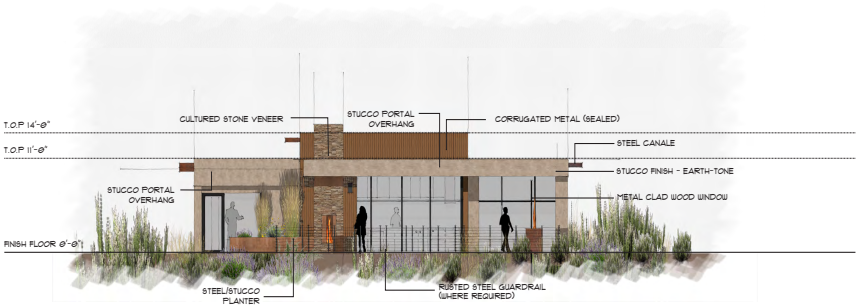
A-202

06/17/2021



C1 (TYP) RESORT CASITA 'A' NORTH ELEVATION

SCALE - 1/8" = 1'-0" 0' 8' 16' 32'



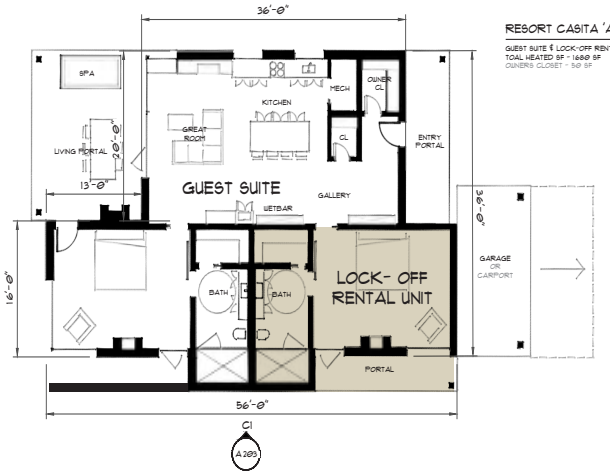
B1 (TYP) RESORT CASITA 'B' EAST ELEVATION

SCALE - 1/8" = 1'-0" 0' 8' 16' 32'



A1 (ATL) RESORT CASITA 'B' EAST ELEVATION

SCALE - 1/8" = 1'-0" 0' 8' 16' 32'

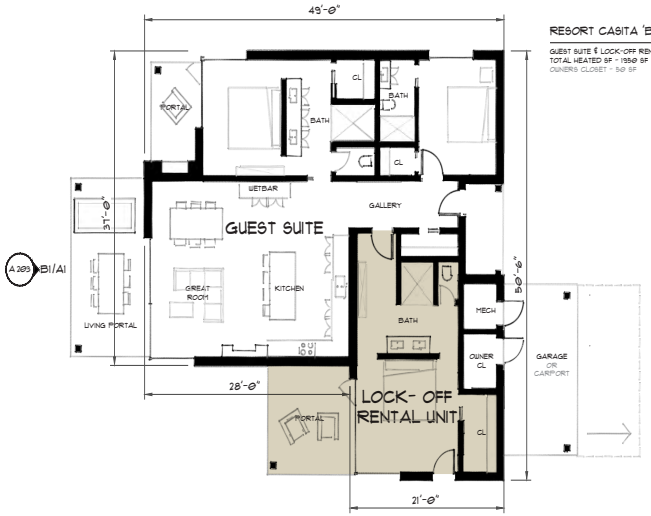


RESORT CASITA 'A2' PLAN NOTES:

GUEST SUITE & LOCK-OFF RENTAL UNIT
TOAL HEATED SF - 1680 SF
OWNERS CLOSET - 50 SF

C2 (TYP) RESORT CASITA GUEST ROOM PLAN

SCALE - 1/8" = 1'-0" 0' 8' 16' 32'



RESORT CASITA 'B3' PLAN NOTES:

GUEST SUITE & LOCK-OFF RENTAL UNIT
TOTAL HEATED SF - 1350 SF
OWNERS CLOSET - 50 SF

A2 (TYP) RESORT CASITA 3 GUEST ROOM PLAN

SCALE - 1/8" = 1'-0" 0' 8' 16' 32'

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SHEET TITLE
RESORT CASITAS PLANS & ELEVATIONS

PROJECT NAME:
RESORT VILLAGE AT MONTE SERENO
SANTA FE, NEW MEXICO 87506

REVISIONS	BY
DATE	

A-203

06/17/2021



LEGEND

- PROJECT BOUNDARY
- AREA OF DISTURBANCE
- SAMPLE AREA
- TOPO LINE

SIGNIFICANT TREES

THE PROPERTY INCLUDES 824 SIGNIFICANT EVERGREEN TREES (NO DECIUOUS TREES) AS DEFINED BY CITY OF SANTA FE LAND USE CODE 14-8.4 (F)(5) THAT WILL BE IMPACTED BY PROJECTED DISTURBANCE FROM GRADING OPERATIONS AND NEW CONSTRUCTION. IT IS ESTIMATED THAT APPROX. 3,074 SIGNIFICANT EVERGREEN TREES WILL BE PRESERVED IN NON-DISTURBED AREAS ON SITE.

SIGNIFICANT TREE QUANTITIES ARE DERIVED FROM SAMPLING TWO AREAS ON SITE (SAMPLE AREA A - WEST FACING SLOPE AND SAMPLE AREA B - EAST FACING SLOPE) TO DETERMINE THE AVERAGE SIGNIFICANT TREE DISTRIBUTION BY SPECIES. QUANTITIES WERE THEN PROJECTED FOR AREA OF DISTURBANCE AND THE OVERALL SITE TO DETERMINED THE QUANTITY OF SIGNIFICANT TREES IMPACTED.

SIGNIFICANT TREE COUNTS AVERAGED 13 TREES / 5,200 SF WITH APPROXIMATELY 48% PINON SIGNIFICANT TREE DISTRIBUTION. THE TOTAL ESTIMATED AREA OF DISTURBANCE / TREE REMOVAL IS APPROXIMATELY 346,900 SF. THIS QUANTITY IS SUBJECT TO CHANGE AS REVISIONS ARE MADE TO THE CIVIL GRADING PLAN. SEE CIVIL PLANS FOR FINAL GRADING EXTENTS. TOTAL ESTIMATED EXISTING SIGNIFICANT TREES AND PROPOSED / REPLACED QUANTITIES WILL BE UPDATED IN ACCORDANCE WITH APPLICABLE CODES.

EXISTING CONDITIONS		PROPOSED			
SIGNIFICANT TREES	TOTAL	REMOVE	PRESERVE	REPLACE**	REQUIRED (MIN.)*
DECIDUOUS (> 6" DIA.)	0	0	0	SEE L-200	0
EVERGREEN (> 8' HEIGHT)	2,022	434	1,588	222	0
PINON (> 8' HEIGHT)	1,866	400	1,466	162	746
NOXIOUS SPECIES (> 12" DIA.)	0	0	0	0	0
TOTAL	3,888	834	3,054	384	746

* PER SECTION 14-8.4 (F)(5)(b), A MINIMUM OF 40% OF PINON SIGNIFICANT TREES SHALL BE PRESERVED, RELOCATED ON SITE, OR REPLACED. ACCORDINGLY, A MINIMUM OF 746 PINON TREES WILL BE PRESERVED OR REPLACED.
** REPLACEMENT TREES WILL BE A COMBINATION OF DECIDUOUS TREES (> 2" CAL.) AND EVERGREEN TREES (> 6' HEIGHT), SEE LANDSCAPE PLAN.

TREE PRESERVATION PLAN KEYED NOTES

1. TREE TO BE PRESERVED, TYP; CONTRACTOR TO PROTECT TREES BEYOND AREA OF DISTURBANCE.
2. TREE TO BE REMOVED WITHIN AREA OF DISTURBANCE, TYP; CONTRACTOR TO REMOVE TREE, INCLUDING FULL DEPTH OF ROOT STRUCTURE. WHERE POSSIBLE, SALVAGE TREES AND REPLANT WITHIN PROJECT AREA ACCORDING TO THE LANDSCAPE PLAN.
3. SAMPLE AREA FOR ESTABLISHING EXISTING NATIVE PLANT DENSITY AND SPECIES TYPE.

N

SCALE: 1"=60'

60' 0 60'

REVISIONS

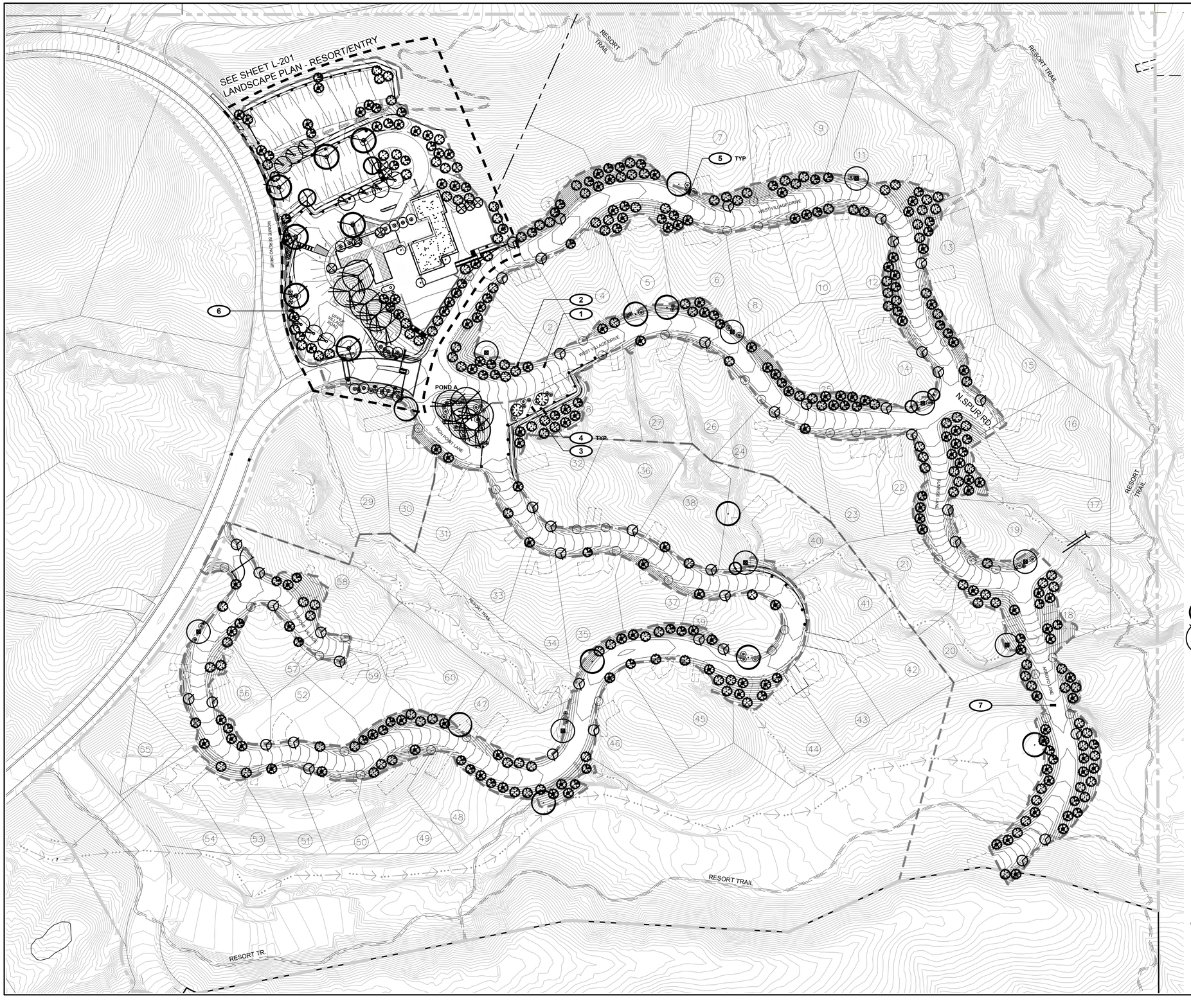
DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

TREE INVENTORY / PRESERVATION PLAN

SCALE	DWG NO.	DATE
1"=60'		06.21.2021
P&DR CASE #		SHEET NO. L-100



PLANTING LEGEND

- PROPERTY BOUNDARY
- PLANTING AREA C (NATIVE SHRUBS + PERENNIALS)
- TREE, PROPOSED
- LIMIT OF DISTURBANCE
- RETAINING WALL

PLANTING - CODE REQUIREMENTS

STREET TREES / SLOPE SCREENING

STREETSCAPE GRADING REQUIRES SLOPE SCREENING AND REVEGETATION PER THE APPROVED 1993 ANNEXATION AND DEVELOPMENT AGREEMENT (14-90A.8 LANDSCAPING), AVERAGE TREE DENSITY (12 TREES / 2,500 SF OR ± 15' O.C. SPACING) DETERMINED BY CONDUCTING AN INVENTORY OF EXISTING TREES 4' HEIGHT OR GREATER WITHIN (2) 50'X50' AREAS. RETAINING WALLS CLOSER THAN 6' TO THE EDGE OF THE ROAD SHALL BE SCREENED WITH VINES AND EVERGREEN SHRUBS.

INTERIOR LOOP ROAD SLOPES > 4' HEIGHT (56,225 SF)*	REQUIRED	PROPOSED
TREES REQ. (12 TREES/ 2,500 SF)	270 TREES	314 TREES

* TOTAL SF DOES NOT INCLUDE DRAINAGE SWALES ADJACENT TO ROADWAY OR AREA OF DISTURBANCE AROUND CLUBHOUSE.
** SCREENING VEGETATION IS COMPRISED OF EVERGREEN TREES AND LARGE EVERGREEN AND DECIDUOUS SHRUBS

DETENTION POND LANDSCAPE

DETENTION POND (1 TREE + 3 SHRUBS / 500 SF)	REQUIRED	PROPOSED
POND A (2.550 SF)	5 TREES / 15 SHRUBS	5 TREES / 22 SHRUBS
ADDITIONAL PONDS (500 SF EACH)	1 TREES / 3 SHRUBS (EACH)	1 TREES / 3 SHRUBS (EACH)

SEE CIVIL PLANS FOR FINAL POND SIZE; FINAL PLANT COUNTS TO BE DETERMINED BY POND SIZE; DETENTION PONDS ASSUMED TO BE 500 SF EACH UNLESS NOTED OTHERWISE

COMMON OPEN SPACE PLANTING REQUIREMENTS

OPEN SPACE REQUIREMENTS MET AS PART OF LARGER DEVELOPMENT PROJECT PREVIOUSLY SUBMITTED.

LANDSCAPE PLAN KEYED NOTES

1. STREET IMPROVEMENTS, SEE CIVIL PLANS FOR LAYOUT AND GRADING, TYP.
2. EVERGREEN TREE DISTRIBUTION TO SCREEN SLOPES IN EXCESS OF 4' HEIGHT, TYP.
3. RAINWATER HARVESTING BASIN, SEE WATER HARVESTING PLAN; PLANTINGS TO BE A COMBINATION OF DROUGHT TOLERANT SHADE TREES AND NATIVE SHRUBS, TYP.
4. RETAINING WALL, SEE CIVIL PLANS FOR LAYOUT; INSTALL COMBINATION OF VINES AND EVERGREEN SHRUBS TO SCREEN FACE OF WALL; INSTALL TRELLIS AS NEEDED TO FACILITATE CLIMBING.
5. TREES TO BE INSTALLED 15' MIN. CLEAR OF FIRE HYDRANTS AND LIGHT POLES, TYP.
6. SEE SHEET L3 FOR RESORT AND ENTRY PLANTING.
7. FUTURE ROAD: ACCESS AND UTILITY EASEMENT, SEE CIVIL PLANS.
8. TREE LOCATIONS ARE APPROXIMATE ONLY; PLANT MATERIAL TO BE FIELD LOCATED BY LANDSCAPE ARCHITECT.

PLANT LIST

SYMB	BOTANICAL NAME	COMMON NAME	QTY	SIZE	WATER USE	COMMENTS
TREES						
	Acer negundo	Box Elder	11	2"-2.5" cal.	M	40'Wx40'H
	Celtis occidentalis	Western Hackberry	9	2"-2.5" cal.	M	50'Wx60'H
	Forestiera neomexicana	New Mexican Privet	35	2"-2.5" cal.	M	12'Wx20'H, multi-stem
	Populus wislizeni	Rio Grande Cottonwood	5	2.5"-3" cal.	M	60'Wx70'H
	Prunus armeniaca	Apricot	2	2"-2.5" cal.	L	20'Wx20'H
	Prunus virginiana melanocarpa	Rocky Mtn Chokecherry	3	2"-2.5" cal.	M	20Wx25H
	Quercus gambelii	Gambel Oak	43	2"-2.5" cal.	L	20'Wx20'H
	Juniperus monosperma	One Seed Juniper	64	6'-8' BB	L	20'Wx25', evergreen, female
	Juniperus scopulorum	Rocky Mountain Juniper	118	6'-8' BB	L	20'Wx25'H, evergreen, female
	Pinus edulis	Pinon Pine	135	6'-8' BB	L	20'Wx25'H, evergreenn
SHRUBS						
	Artemesia filifolia	Sand Sage	x	5 gal	RW	4'Wx4'H, evergreen
	Chamaebatiaria millefolium	Fernbush	x	5 gal	L	7'Wx7'H, evergreen
	Chrysothamnus nauseosus	Chamisa	x	5 gal	L	5'Wx5'H
	Fallugia paradoxa	Apache Plume	x	5 gal	L	5'Wx6'H
	Krascheninnikovia lanata	Winterfat	x	1 gal	L	2'Wx2'H
	Rhus trilobata	Three-leaf Sumac	x	5 gal	L	6'Wx6'H
	Ribes aureum	Golden Currant	x	5 gal	L	5'Wx6'H
	Artemesia filifolia	Sand Sage	x	5 gal	RW	4'Wx4'H, evergreen
	Cercocarpus ledifolius	Curl-leaf Mtn. Mahogany	x	5 gal	L	8'Wx12'H, evergreen
	Cercocarpus intricatus	Little Leaf Mtn.Mahogany	x	5 gal	L	5'Wx5'H, evergreen
VINES / CACTI						
	Campsis radicans	Trumpet Vine	x	5 gal	L	30'H, flowering
	Parthenocissus quinquefolia	Virginia Creeper	x	5 gal	L	40'H
	Yucca baccata	Broadleaf (Banana) Yucca	x	5 gal	RW	4'Wx3'H, evergreen

N

SCALE: 1"=60'

60' 0 60'

REVISIONS

DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

LANDSCAPE PLAN

SCALE	DWG NO.	DATE
1"=60'		06.21.2021
P&DR CASE #		SHEET NO. L-200



PLANT LIST

SYMB	BOTANICAL NAME	COMMON NAME		QTY	SIZE	WATER USE	COMMENTS
TREES							
	Amelanchier x grandiflora	Serviceberry		3	2"-2.5" cal.	M	15'Wx25'H
	Crataegus ambigua	Russian Hawthorn		8	2"-2.5" cal.	M	16'Wx20'H
	Populus wislizeni	Rio Grande Cottonwood		5	2.5"-3" cal.	M	60'Wx70'H
	Quercus buckleyi	Texas Red Oak		7	2.5"-3" cal.	M	35'Wx40'H
	Ulmus 'Frontier'	Frontier Elm		2	2"-2.5" cal.	M	20'Wx35'H
	Ulmus propinqua 'Emerald Sunshine'	Elm 'Emerald Sunshine'		10	2"-2.5" cal.	M	25Wx30H
	Juniperus monosperma	One Seed Juniper		14	6'-8' BB	L	20'Wx25', evergreen, female
	Juniperus scopulorum	Rocky Mountain Juniper		21	6'-8' BB	L	20'Wx25'H, evergreen, female
	Juniperus scopulorum 'Wichita Blue'	Wichita Blue Juniper		10	6' height	L	8'Wx15'H, evergreen
SHRUBS							
	Artemesia filifolia	Sand Sage	x	5 gal	RW		4'Wx4'H, evergreen
	Artemisia 'Powis Castle'	Powis Castle Sage	x	5 gal	L		4'Wx2'H
	Berberis Thunbergii 'Atropurpurea'	Barberry Redleaf	x	5 gal	M		4'Wx4'H, evergreen
	Krascheinnikovia lanata	Winterfat	x	1 gal	L		2'Wx2'H
	Caryopteris clandonensis 'Blue Mist'	Blue Mist Spirea	x	5 gal	L		4'Wx 4'H
	Cercocarpus ledifolius	Curl-leaf Mtn. Mahogany	x	5 gal	L		8'Wx12'H, evergreen
	Cercocarpus intricatus	Little Leaf Mtn. Mahogany	x	5 gal	L		5'Wx5'H, evergreen
	Cotinus coggygria 'Royal Purple'	Smoke Tree 'Royal Purple'	x	15 gal	M		10'Wx10'H
	Chamaebatiaria millefolium	Fernbush	x	5 gal	L		7'Wx7'H, evergreen
	Chrysothamnus nauseosus	Chamisa	x	5 gal	L		5'Wx5'H
	Cytisys purgans 'Spanish Gold'	Spanish Gold Broom	x	5 gal	M		6'Wx4'H, evergreen
	Ephedra torreyana	Mormon Tea	x	1 gal	L		6'Wx3'H, evergreen
	Fallugia paradoxa	Apache Plume	x	5 gal	L		5'Wx6'H
	Juniperus procumbens 'Nana'	Dwarf Japanese Juniper	x	5 gal	M		6'Wx1'H
	Mahonia repens	Creeping Mahonia	x	1 gal	L		3'Wx18"H, evergreen
	Nolina microcarpa	Beargrass	x	5 gal	RW		6'Wx5'H, evergreen
	Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	x	5 gal	L		5'Wx5'H
	Potentilla fruticose ' Red Ace'	Red Ace Potentilla	x	5 gal	M		4'Wx4'H
	Purshia mexicana	Cliffrose	x	5 gal	L		5'Wx10'H
	Prunus besseyi 'Pawnee Buttes'	Sand Cherry	x	5 gal	M		6'W x 2'H
	Ribes aureum	Golden Currant	x	5 gal	L		5'Wx6'H
	Ribes auva-crispa 'Pixwell'	Pixwell Gooseberry	x	5 gal	L		4'Wx4'H
	Rosa 'Golden Wings'	Golden Wings Rose	x	5 gal	L		5'Wx4'H
	Rosa 'Knockout'	Shrub Rose Knock Out	x	5 gal	M		4'Wx4'H
	Rhus aromatica 'Gro-Low'	Dwarf Fragrant Sumac	x	5 gal	L		8'Wx3'H
	Rhus trilobata	Three-leaf Sumac	x	5 gal	L		6'Wx6'H
	Ribes aureum	Golden Currant	x	5 gal	L		5'Wx6'H
	Viburnum x burkwoodii	Burkwood Viburnum	x	5 gal	M		7'Wx7'H
VINES							
	Campsis radicans	Trumpet Vine	x	5 gal	L		30'H, flowering
	Parthenocissus quinquefolia	Virginia Creeper	x	5 gal	L		40'H
CACTI							
	Agave havardiana	Havard's Century Plant	x	5 gal	RW		3'WX3'H
	Agave neomexicana	New Mexico Century Plant	x	5 gal	RW		3'WX2'H
	Dasylirion wheeleri	Sotol	x	5 gal	RW		4'WX6'H, evergreen
	Hesperaloe parviflora	Red Yucca	x	5 gal	RW		4'Wx3'H, evergreen
	Yucca baccata	Broadleaf (Banana) Yucca	x	5 gal	RW		4'Wx3'H, evergreen
	Yucca glauca	Narrow Leaf Yucca	x	5 gal	RW		3'Wx3'H, evergree

PLANTING LEGEND

- PROPERTY BOUNDARY
- AREA OF DISTURBANCE LIMITS
- WALL
- BIKE LOOPS
- TREES, PROPOSED

LANDSCAPE AREAS

- LAWN
- PLANTING AREA A (PERENNIALS)
- PLANTING AREA B (ORNAMENTAL GRASSES)
- PLANTING AREA C (NATIVE SHRUBS)
- CRUSHER FINES

PLANTING - CODE REQUIREMENTS

PARKING LOT LANDSCAPE

PARKING SPACES (77)	REQUIRED	PROPOSED
INTERIOR LANDSCAPE (10 SF / 1 SPACE)	770 SF	>5,000 SF
DECIDUOUS TREES (1 / 90 SF)*	9 TREES	16 TREES

* TOTAL PARKING SPACES FOR 3 PARKING AREAS

ROAD FRONTAGE (315 LF)*	REQUIRED	PROPOSED
SCREENING (4' HEIGHT, MIN.)	315 LF	315 LF

* LENGTH OF SERENO DRIVE AT CLUBHOUSE PARKING AREA; EXCLUDES PARKING LOT ENTRANCE DRIVES.

WALL / SLOPE SCREENING

GRADING REQUIRES WALL / SLOPE SCREENING AND REVEGETATION PER THE APPROVED 1993 ANNEXATION AND DEVELOPMENT AGREEMENT (14-90A.8 LANDSCAPING). AVERAGE TREE DENSITY (12 TREES / 2,500 SF OR ± 15' O.C. SPACING) DETERMINED BY CONDUCTING AN INVENTORY OF EXISTING TREES 4' HEIGHT OR GREATER WITHIN (2) 50'X50' AREAS. RETAINING WALLS CLOSER THAN 6' TO THE EDGE OF THE ROAD SHALL BE SCREENED WITH VINES AND EVERGREEN SHRUBS.

RESORT + ENTRY SLOPES > 4' HEIGHT (8,700 SF)*	REQUIRED	PROPOSED
TREES REQ. (12 TREES/ 2,500 SF)	38 TREES	63 TREES

* SCREENING VEGETATION IS COMPRISED OF EVERGREEN TREES AND LARGE EVERGREEN AND DECIDUOUS SHRUBS

DETENTION POND LANDSCAPE

DETENTION POND (1 TREE + 3 SHRUBS / 500 SF)	REQUIRED	PROPOSED
POND B (1,700 SF)	3 TREES / 9 SHRUBS	3 TREES / 15 SHRUBS

SEE CIVIL PLANS FOR FINAL POND SIZE; FINAL PLANT COUNTS TO BE DETERMINED BY POND SIZE; DETENTION PONDS ASSUMED TO BE 500 SF EACH UNLESS NOTED OTHERWISE

LANDSCAPE PLAN KEYED NOTES

1. CIVIL IMPROVEMENTS, SEE CIVIL PLANS FOR LAYOUT AND GRADING, TYP.
2. EVERGREEN TREE DISTRIBUTION TO SCREEN SLOPES IN EXCESS OF 4' HEIGHT, TYP.
3. RETAINING WALL, SEE CIVIL PLANS FOR LAYOUT; INSTALL COMBINATION OF VINES AND EVERGREEN SHRUBS TO SCREEN FACE OF WALL; INSTALL TRELLIS AS NEEDED TO FACILITATE CLIMBING.
4. PARKING LOT TREE, TYP.; CONFIRM PLACEMENT TO AVOID SITE IMPROVEMENTS; KEEP CLEARANCE OF 15 ' FROM LIGHT POLES AND FIRE HYDRANTS, TYP.
5. LANDSCAPE LIGHTING FIXTURES TO BE DARK SKY COMPLIANT AND COMPLY TO THE NEW MEXICO NIGHT SKY PROTECTION ACT, TYP.
6. BICYCLE PARKING, EMBEDDED LOOPS: INSTALL PER CITY OF SANTA FE CODE, TYP.; 10 SPACES, MIN.
7. TRAIL ACCESS TO OPEN SPACE TRAILS.
8. PLANT LOCATIONS ARE APPROXIMATE ONLY; ALL TREES AND SHRUBS TO BE FIELD LOCATED BY LANDSCAPE ARCHITECT.

N

SCALE: 1"=30'

30' 0 30'

REVISIONS

DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

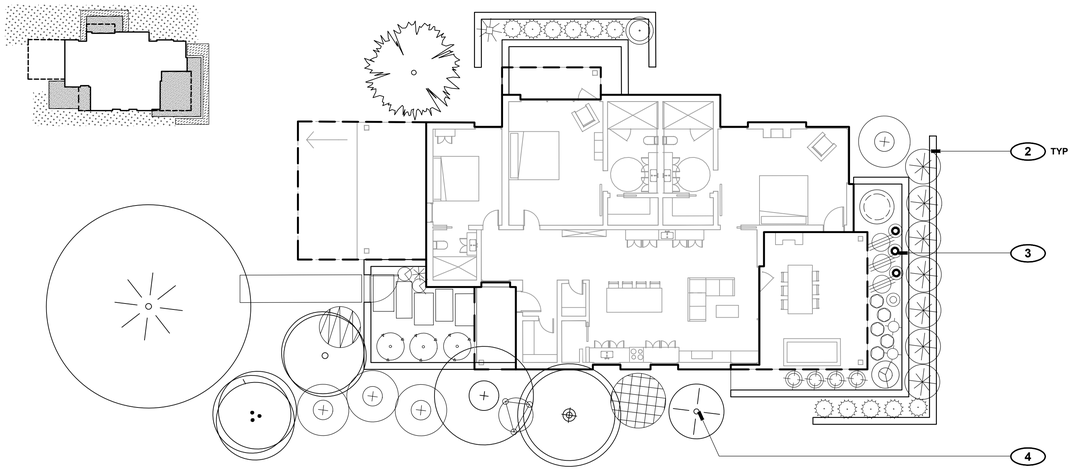
LANDSCAPE PLAN - RESORT ENTRY

SCALE	DWG NO.	DATE
1"=30'		06.21.2021
P&DR CASE #		SHEET NO. L-201

LANDSCAPE ZONE DIAGRAM

LEGEND

ZONE A - OUTDOOR USE AREA
ZONE B - TRANSITION ZONE
ZONE C - BUFFER



1 L-202

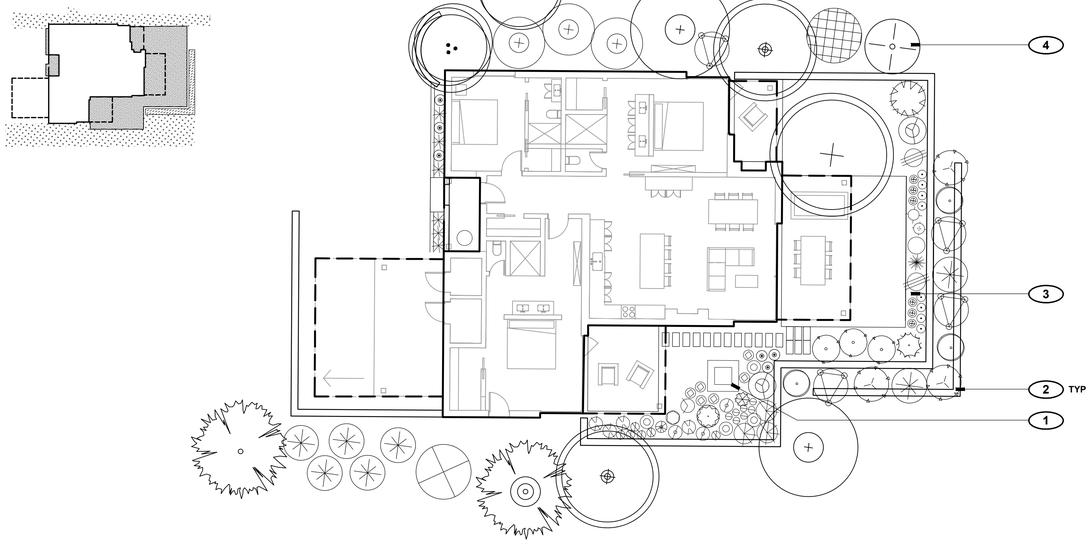
CASITA UNIT A - SAMPLE LANDSCAPE PLAN

SCALE:1" = 10'

LANDSCAPE ZONE DIAGRAM

LEGEND

ZONE A - OUTDOOR USE AREA
ZONE B - TRANSITION ZONE
ZONE C - BUFFER



2 L-202

CASITA UNIT B - SAMPLE LANDSCAPE PLAN

SCALE:1" = 10'

LANDSCAPE CONCEPTS

- LANDSCAPE PLANT PALETTE TO BE WATERWISE, CREATE A SENSE OF PLACE, AND FOLLOW THE MONTE SERENO APPROVED PLANT LIST.
- OUTDOOR USE AREAS TO BE DESIGNED AND ORIENTED TO MAKE USE OF VIEWS TOWARD THE MOUNTAINS, FOOTHILLS, AND OTHER FEATURES THAT ENHANCE THE SPACE. CONSIDERATION SHOULD BE MADE TO CREATE PLEASANT EXTERIOR SPACES THAT ARE COMFORTABLE, LOW MAINTENANCE, FLEXIBLE FOR A RANGE OF FURNITURE LAYOUTS, AND USEABLE DURING MULTIPLE SEASONS.
- WHERE POSSIBLE, PLANTING AREAS TO BE COORDINATED WITH BUILDING CANALES / DOWNSPOUTS AND SITE DRAINAGE TO MAKE USE OF PASSIVE WATER HARVESTING.
- BUILDING PERIMETER LANDSCAPE AND PLANTINGS TO FOLLOW BEST PRACTICES FOR FIREWISE DESIGN.
- LANDSCAPE AND LANDSCAPE IRRIGATION TO BE SERVICED AND MAINTAINED BY THE RESORT.

LANDSCAPE ZONES

A - OUTDOOR USE AREA
THE OUTDOOR USE AREA LANDSCAPE IS AN EXTERIOR PATIO / TERRACE / COURTYARD WITH A COMBINATION OF HARDSCAPE, SOFTSCAPE, AND PLANTING TO CREATE A PLEASANT AND FUNCTIONAL OUTDOOR USE AREA THAT TAKES ADVANTAGE OF MOUNTAIN VIEWS AND SOLAR ORIENTATION. IT IS DEFINED BY A CURB OR WALL AND SET LEVEL WITH THE BUILDING. IT MAY CONTAIN AMENITIES SUCH AS A FIREPLACE, GRILL, FOUNTAIN, SCULPTURE, ETC. PLANTINGS WITHIN THIS ZONE ARE DOMINANTLY PERENNIALS AND GRASSES, WITH SOME SHRUBS, CACTI, OR TREES. IT IS MARKED BY HIGHER WATER USE DUE TO THE DENSITY AND TYPES OF PLANTINGS.

B - TRANSITION ZONE
THE TRANSITION ZONE LANDSCAPE IS LOCATED BETWEEN THE OUTDOOR USE AREA AND THE LANDSCAPE BUFFER ZONE OR NATIVE VEGETATION. IN LOCATIONS WITH STEEPER SLOPES, THE TRANSITION ZONE IS A TERRACED LANDSCAPED AREA THAT HELPS TRANSITION STEEPER SLOPES. IT IS DEFINED BY A RETAINING WALL / CURB. PLANTINGS WITHIN THIS ZONE ARE DOMINANTLY GRASSES, SHRUBS, AND CACTI. IT IS MARKED BY MEDIUM TO LOW WATER USE.

C - BUFFER
THE BUFFER ZONE LANDSCAPE IS LOCATED ALONG THE SIDES OF CASITAS THAT ARE ADJACENT TO ROADS, NEIGHBORING CASITAS, OR OTHER FEATURES THAT NEED SCREENING. IT IS DEFINED BY PLANTINGS THAT SCREEN VIEWS FROM INTERNAL PRIVATE SPACES AND THAT MAKE USE OF SURFACE RAINWATER. WITHIN 15' OF THE BUILDING, PLANTINGS ARE INTENDED TO BE DOMINANTLY DECIDUOUS AND ADHERE TO FIREWISE PRINCIPLES. PLANTINGS WITHIN THIS ZONE ARE DOMINANTLY SHRUBS AND SMALL TREES. IT IS MARKED BY MEDIUM TO LOW WATER USE.

WATER BUDGET - CASITAS + COMMON AREA

THE CASITA WATER BUDGET IS ESTIMATED BY AVERAGING THE LANDSCAPE PLANTING AREAS ADJACENT TO A TYPICAL UNIT (BASED ON PLANS FOR UNITS A3 + B3), MULTIPLYING BY THE NUMBER OF UNITS (60 UNITS), AND DETERMINING THE WATER NEEDS FOR EACH AREA. IT IS ASSUMED NATIVE GRASS RESEEDING WILL BE IRRIGATED WITHIN 10' OF THE BUILDING OR PERIMETER WALLS.

YEAR 1 Water Demand (establishment period)

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		98,400	59,471	150%	89206
Planting Area A (perennial)		27,900	20,925	100%	20925
Planting Area B (ornamental grasses)		15,900	7,500	100%	7500
Planting Area C (native shrubs)		52,200	7,830	100%	7830
Trees (evergreen + small native trees)	120		1,920	100%	1920
Trees (shade trees)	240		5,760	100%	5760

YEAR 1 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total	
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%		
0.0	0.0	57,538	145,762	245,494	383,585	345,226	326,047	237,823	134,255	76,717	0.0	1,952,446	
0.0	0.0	13,497	34,191	57,586	89,978	80,980	76,481	55,786	31,492	17,996	0.0	457,985	
0.0	0.0	4,838	12,255	20,640	32,250	29,025	27,413	19,995	11,288	6,450	0.0	164,153	
0.0	0.0	5,050	12,784	21,548	33,669	30,302	28,619	20,875	11,784	6,734	0.0	171,375	
0.0	0.0	3,715	9,412	15,852	24,768	22,291	21,053	15,356	8,669	4,954	0.0	126,069	
0.0	0.0	3,715	9,412	15,852	24,768	22,291	21,053	15,356	8,669	4,954	0.0	126,069	
0	**0**	**88,353**	**223,827**	**376,971**	**589,017**	**530,116**	**500,665**	**365,191**	**206,156**	**117,803**	**0**		

Year 1 - Demand **2,998,098** gal./yr
9.20 ac-ft/yr

YEAR 3 Water Demand

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		98,400	59,471	50%	29735
Planting Area A (perennial)		27,900	20,925	85%	17786
Planting Area B (ornamental grasses)		15,900	7,500	85%	6375
Planting Area C (native shrubs)		52,200	7,830	50%	3915
Trees (evergreen + small native trees)	120		1,920	75%	1440
Trees (shade trees)	240		5,760	75%	4320

YEAR 3 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%	
0.0	0.0	19,179	48,587	81,831	127,862	115,075	108,682	79,274	44,752	25,572	0.0	650,815
0.0	0.0	11,472	29,063	48,948	76,481	68,833	65,009	47,418	26,768	15,296	0.0	389,288
0.0	0.0	4,112	10,417	17,544	27,413	24,671	23,301	16,996	9,594	5,483	0.0	139,530
0.0	0.0	2,525	6,397	10,774	16,835	15,151	14,309	10,437	5,892	3,367	0.0	85,688
0.0	0.0	929	2,353	3,963	6,192	5,573	5,263	3,839	2,167	1,238	0.0	31,517
0.0	0.0	2,786	7,059	11,889	18,576	16,718	15,790	11,517	6,502	3,715	0.0	94,552
0	**0**	**41,004**	**103,876**	**174,949**	**273,357**	**246,022**	**232,354**	**169,482**	**95,675**	**54,671**	**0**	

Year 2+3 - Demand **1,391,389** gal./yr
4.27 ac-ft/yr

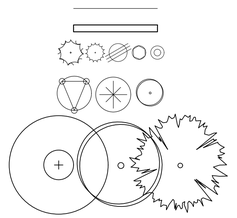
Planting Area Demand Assumptions / Six (6) month irrigation period

Planting Area A (perennial)	0.75 gallons per week per square foot
Planting Area B (ornamental grasses)	0.60 gallons per week per square foot
Planting Area C (native shrubs)	0.15 gallons per week per square foot (4 gallons per week per shrub)
Trees (evergreen + small native trees)	16.00 gallons per week: 8 -1gal / hr emitters per tree run 1 hour twice a week
Trees (shade trees)	24.00 gallons per week: 12 -1gal / hr emitters per tree run 1 hour twice a week
Turf Grass	1.27 gallons per week per square foot: 42"/ 32 week growing season / sf = 1.31" / week (2.5 - 3.0") sf / week to establish)
Native Grass Seeding	0.60 gallons per week per square foot: 20"/ 32 week growing season / sf = .625" / week (1.25"-1.50") sf / week to establish)

Reduction Factor Reduction factor assumes a reduction in water use for drought tolerant plants once they have been established.

Monthly Water Alotment Percent water allocated to plants based on climate and average needs.

LEGEND



LANDSCAPE PLAN KEYED NOTES

1. FOCAL POINT: FOUNTAIN, SCULPTURAL ELEMENT, OR OTHER FEATURE.
2. RETAINING WALL TO COMPLEMENT BUILDING MATERIALS; MAXIMUM RETAINING HEIGHT TO BE 4'; INSTALL BARRIERS AS NECESSARY TO MEET APPLICABLE CODES.
3. PLANTING FOR OUTDOOR USE AREAS WITH MOUNTAIN VIEWS TO SELECT PLANT MATERIAL THAT DOES NOT BLOCK FAR VIEWS.
4. BUILDING PERIMETER LANDSCAPE AND PLANTINGS TO FOLLOW BEST PRACTICES FOR FIREWISE DESIGN.

PLANT LIST

BOTANICAL NAME	COMMON NAME	QTY	SIZE	WATER USE	COMMENTS
TREES					
Acer grandidentatum	Bigtooth Maple	x	2.5"-3" cal.	M	15'Wx15'H
Amelanchier x grandiflora	Serviceberry	x	2"-2.5" cal.	M	15'Wx25'H
Celtis occidentalis	Western Hackberry	x	2"-2.5" cal.	M	50'Wx60'H
Crataegus ambigua	Russian Hawthorn	x	2"-2.5" cal.	M	16'Wx20'H
Forestiera neomexicana	New Mexican Privet	x	2"-2.5" cal.	M	12'Wx20'H
Koelreuteria paniculata	Golden Rain Tree	x	2.5"-3" cal.	M	35'Hx35'W
Pistacia chinensis	Chinese Pistache	x	2.5"-3" cal.	M	30'Wx40'H
Populus wislizeni	Rio Grande Cottonwood	x	2.5"-3" cal.	M	60'Wx70'H
Prunus armeniaca	Apricot	x	2"-2.5" cal.	L	20'Wx20'H
Prunus virginiana melanocarpa	Rocky Mtn Chokecherry	x	2"-2.5" cal.	M	20'Wx25'H
Ulmus 'Frontier'	Frontier Elm	x	2"-2.5" cal.	M	20'Wx35'H
Ulmus propinqua 'Emerald Sunshine'	Elm 'Emerald Sunshine'	x	2"-2.5" cal.	M	25Wx30H
Juniperus monosperma	One Seed Juniper	x	6'-8' BB	L	20'Wx25', evergreen
Juniperus scopulorum	Rocky Mountain Juniper	x	6'-8' BB	L	20'Wx25'H, evergreen
Pinus edulis	Pinon Pine	x	6'-8' BB	L	20'Wx25'H, evergreen
SHRUBS					
Aronia arbutifolia 'Brilliantissma'	Brillant Red Chokeberry	x	15 gal	M	4'Wx8'H
Artemisia 'Powis Castle'	Powis Castle Sage	x	5 gal	L	4'Wx2'H
Berberis Thunbergii 'Atropurpurea'	Japanese Barberry Redleaf	x	5 gal	M	4'Wx4'H, evergreen
Buddleia alternifolia 'Argentea'	Silver Fountain Butterfly Bush	x	5 gal	M	10'Wx10'H
Kolkwitzia amabilis 'Pink Cloud'	Pink Cloud Beauty Bush	x	5 gal	M	10'Wx10'H
Krascheninnikovia lanata	Winterfat	x	1 gal	L	2'Wx2'H
Caryopteris clandonensis 'Blue Mist'	Blue Mist Spirea	x	5 gal	L	4'Wx 4'H
Cercocarpus ledifolius	Curl-leaf Mtn. Mahogany	x	5 gal	L	8'Wx12'H, evergreen
Cotinus coggygria 'Royal Purple'	Smoke Tree 'Royal Purple'	x	15 gal	M	10'Wx10'H
Chamaebatiaria millefolium	Fernbush	x	5 gal	L	7'Wx7'H, evergreen
Chrysothamnus nauseosus	Chamisa	x	5 gal	L	5'Wx5'H
Cytisys purgans 'Spanish Gold'	Spanish Gold Broom	x	5 gal	M	6'Wx4'H, evergreen
Fallugia paradoxa	Apache Plume	x	5 gal	L	5'Wx6'H
Mahonia repens	Creeping Mahonia	x	1 gal	L	3'Wx18"H, evergreen
Nolina microcarpa	Beargrass	x	5 gal	RW	6'Wx5'H, evergreen
Physocarpus opulifolius 'Nanus'	Dwarf Ninebark	x	5 gal	L	5'Wx5'H
Potentilla fruticose ' Red Ace'	Red Ace Potentilla	x	5 gal	M	4'Wx4'H
Purshia mexicana	Cliffrose	x	5 gal	L	5'Wx10'H
Ribes aureum	Golden Currant	x	5 gal	L	5'Wx6'H
Rosa 'Golden Wings'	Golden Wings Rose	x	5 gal	L	5'Wx4'H
Rosa 'Knockout'	Shrub Rose Knock Out	x	5 gal	M	4'Wx4'H
Rhus aromatica 'Gro-Low'	Dwarf Fragrant Sumac	x	5 gal	L	8'Wx3'H
Rhus trilobata	Three-leaf Sumac	x	5 gal	L	6'Wx6'H
Spirea x vanouttei 'Renaissance'	Renaissance Vanhoutte Spirea	x	5 gal	M	7'Wx 6'H
Syringa vulgaris	Lilac	x	5gal	M	12'Wx12'H
Viburnum x burkwoodii	Burkwood Viburnum	x	5 gal	M	7'Wx7'H
GRASSES / PERENNIALS					
Bouteloua gracilis 'Blonde Ambition'	Blue Grama Blonde Ambition	x	1 gal	L	2'Wx2'H
Calamagrostis acutiflora	Karl Foerster	x	3 gal	M	2'Wx4'H
Festuca idahoensis 'Siskiyou Blue'	Siskiyou Blue Idaho Fescue	x	1 gal	M	15"Wx15"H
Muhlenbergia rigens	Deergrass	x	3 gal	L	4'Wx4'H
Sorghastrum nutans 'Thin Man'	Thin Man Indian Grass	x	1 gal	M	30"WX6'H
Sporobolus airoides	Alkali Sacaton	x	1 gal	L	2'Wx3'H
Sporobolus wrightii	Giant Sacaton	x	5 gal	L	6'Wx9'H
Agastache Acapulco Salmon Pink	Acapulco Hummingbird Mint	x	1 gal	L	15"Dx24-30"H
Calirhoe involucrata	Winecups	x	1 gal	L	30"Wx5"H
Ceratostigma plumbaginoides	Plumbago	x	1 gal	L	1'Wx2'H
Echinacea purpurea 'Magnus'	Magnus Purple Coneflower	x	1 gal	L	24"Wx36"H
Echinacea purpurea 'White Swan'	White Swan Coneflower	x	1 gal	L	24"Wx36"H
Gaura lindheimeri 'Siskiyou Pink'	Gaura Siskiyou Pink	x	1 gal	M	24"Wx30"H
Iris germanica 'Immortality'	Bearded Iris Immortality	x	bulb	L	1'Wx2'H
Lavandula x intermedia 'Provence'	Provence Lavender	x	1 gal	L	24"Wx30"H
Nepeta faassenii	Catmint	x	1 gal	L	24"Wx15"H
Oenothera speciosus Rosea	Showy Pink Evening Primrose	x	1 gal	L	18"Wx10"H
Penstemon pinifolius Compactum	Pineleaf Beardtounge	x	1 gal	L	12"Wx10"H
Salvia greggii 'Cold Hardy Pink'	Cold Hardy Pink Texas Sage	x	1 gal	L	24"Wx20"H
Salvia sylvestris 'May Night'	May Night Sage	x	1 gal	L	18"Wx18"H
Rosa 'Climbing Iceberg'	Climbing Iceberg Rose	x	5 gal	M	14'H
CACTI					
Agave havardiana	Havard's Century Plant	x	5 gal	RW	3'WX3'H
Agave neomexicana	New Mexico Century Plant	x	5 gal	RW	3'WX2'H
Dasylirion wheeleri	Sotol	x	5 gal	RW	4'WX6'H, evergreen
Hesperaloe parviflora	Red Yucca	x	5 gal	RW	4'Wx3'H, evergreen
Yucca baccata	Broadleaf (Banana) Yucca	x	5 gal	RW	4'Wx3'H, evergreen
Yucca glauca	Narrow Leaf Yucca	x	5 gal	RW	3'Wx3'H, evergreen

REVISIONS

DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

LANDSCAPE PLAN - CASITA TYPICAL

SCALE	DWG NO.	DATE
1"=10'		06.21.2021
P&DR CASE #		SHEET NO. L-202



RESEEDING LEGEND

- RESEEDING (NATIVE GRASSES WITH SHRUBS)
- RETAINING WALL
- LIMIT OF DISTURBANCE

RESEEDING KEYED NOTES

1. RETAINING WALL; SEE CIVIL PLANS FOR LAYOUT.
2. RESEEDING EXTENTS IS APPROXIMATE; AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITIES TO BE RESEEDED.
3. SEED MIX TO BE MIXTURE OF NATIVE GRASS SEEDS AND SHRUBS; ACCEPTABLE SEED MIX: 'SANTA FE TRAIL - NATIVE GRASS MIXTURE' BY CUTIS AND CURTIS SEED, OR APPROVED EQUAL; SHRUB SEED MIXTURE TO INCLUDE KRASHENINNIKOVIA LANATA (WINTERFAT), FALLUGIA PARADOXA (APACHE PLUME), AND YUCCA GLAUCA (NARROWLEAF YUCCA) OR SUBSTITUES FROM SHRUB PLANT LIST, SEE SHEET L2.
4. RESEEDING TO BE IRRIGATED FOR ESTABLISHMENT ONLY; WATER USE TO BE TAPERED SECOND YEAR AFTER INSTALLATION; SEE SHEET L6 FOR IRRIGATION.

N

SCALE: 1"=60'

60' 0 60'

REVISIONS

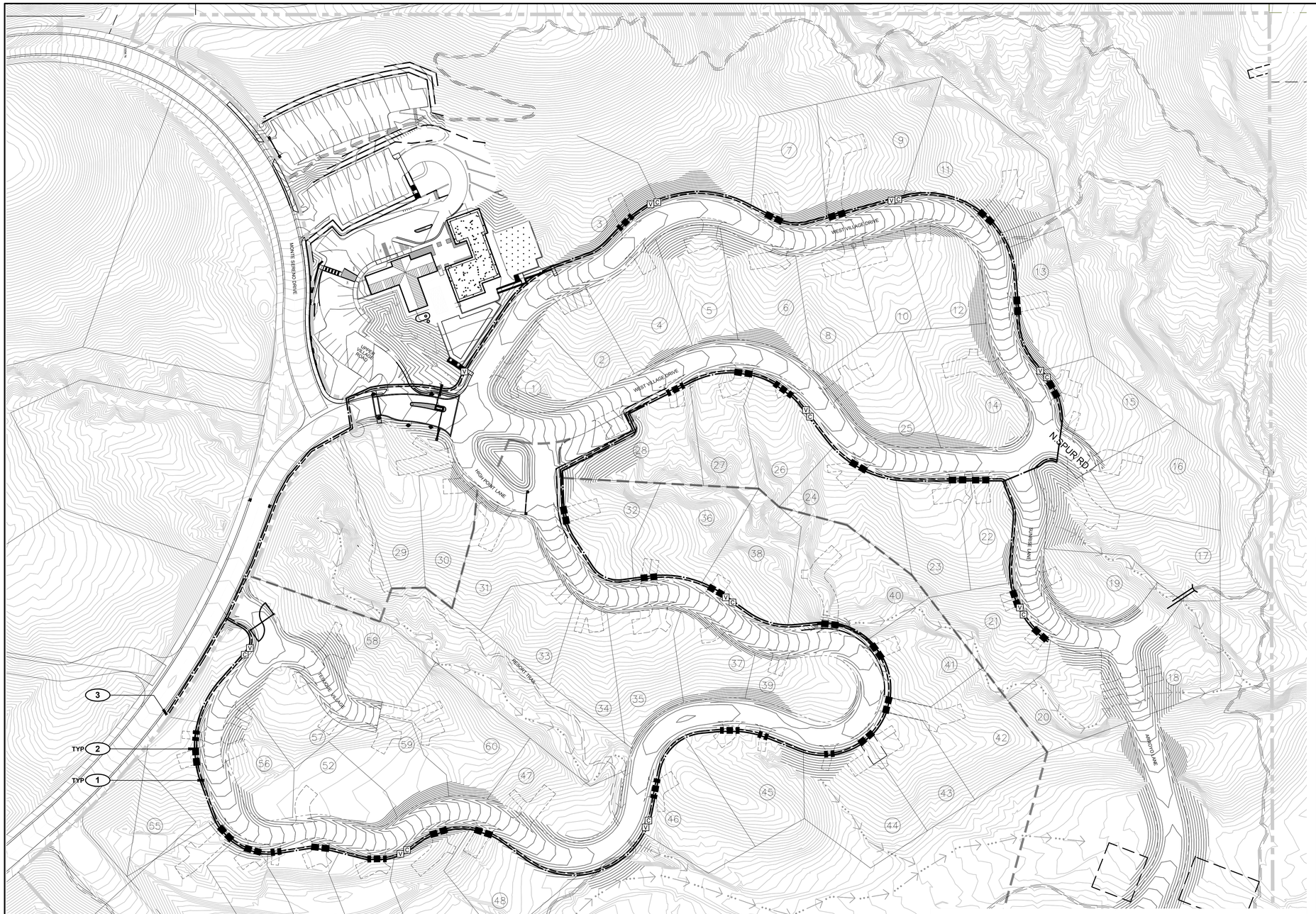
DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

LANDSCAPE PLAN - RESEEDING

SCALE	DWG NO.	DATE
1"=60'		06.21.2021
P&DR CASE #		SHEET NO. L-203



IRRIGATION LEGEND

- 2 INCH PVC CLAS 200 PVC MAINLINE
- 1 INCH CLASS 200 PVC LATERAL OR POLYETHYLENE DRIP TUBING
- WIRING
- 2 INCH PVC SLEEVES
- [C] CONTROLLER LOCATION
- [V] DRIP VALVE

LANDSCAPE WATER BUDGET - RESORT / ENTRY

YEAR 1 Water Demand (establishment period)

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		9,455	5,714	150%	8572
Turf Grass		2,050	2,597	200%	5194
Planting Area A (perennial)		3,640	1,820	100%	1820
Planting Area B (ornamental grasses)		7,135	3,568	100%	3568
Planting Area C (native shrubs)		13,735	2,060	100%	2060
Trees (evergreen + small native trees)	75		1,200	100%	1200
Trees (shade trees)	23		552	100%	552

YEAR 1 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%	
0.0	0.0	5,529	14,006	23,589	36,858	33,172	31,329	22,852	12,900	7,372	0.0	187,605
0.0	0.0	3,350	8,487	14,293	22,333	20,100	18,983	13,847	7,817	4,467	0.0	113,676
0.0	0.0	1,174	2,974	5,009	7,826	7,043	6,652	4,852	2,739	1,565	0.0	39,834
0.0	0.0	2,301	5,829	9,818	15,340	13,806	13,039	9,511	5,369	3,068	0.0	78,082
0.0	0.0	1,329	3,366	5,670	8,859	7,973	7,530	5,493	3,101	1,772	0.0	45,093
0.0	0.0	356	902	1,519	2,374	2,136	2,018	1,472	831	475	0.0	12,082
0.0	0.0	356	902	1,519	2,374	2,136	2,018	1,472	831	475	0.0	12,082
0	**0**	**14,395**	**36,466**	**61,417**	**95,963**	**86,367**	**81,569**	**59,497**	**33,587**	**19,193**	**0**	

Year 1 - Demand **488,453** gal./yr
1.50 ac-ft/yr

YEAR 3 Water Demand

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		9,455	5,714	50%	2857
Turf Grass		2,050	2,597	100%	2597
Planting Area A (perennial)		3,640	1,820	85%	1547
Planting Area B (ornamental grasses)		7,135	3,568	85%	3032
Planting Area C (native shrubs)		13,735	2,060	50%	1030
Trees (evergreen + small native trees)	75		1,200	75%	900
Trees (shade trees)	23		552	75%	414

YEAR 3 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%	
0.0	0.0	1,843	4,669	7,863	12,286	11,057	10,443	7,617	4,300	2,457	0.0	62,535
0.0	0.0	1,675	4,243	7,147	11,167	10,050	9,492	6,923	3,908	2,233	0.0	56,838
0.0	0.0	998	2,528	4,257	6,652	5,987	5,654	4,124	2,328	1,330	0.0	33,859
0.0	0.0	1,956	4,955	8,345	13,039	11,735	11,083	8,084	4,564	2,608	0.0	66,370
0.0	0.0	864	1,683	2,835	4,430	3,987	3,765	2,746	1,550	886	0.0	22,546
0.0	0.0	581	1,471	2,477	3,870	3,483	3,290	2,399	1,355	774	0.0	19,698
0.0	0.0	267	676	1,139	1,780	1,602	1,513	1,104	823	356	0.0	9,061
0	**0**	**7,984**	**20,225**	**34,063**	**53,224**	**47,901**	**45,240**	**32,999**	**18,628**	**10,645**	**0**	

270,908 gal./yr
0.83 ac-ft/yr

LANDSCAPE WATER BUDGET - STREETSCAPE

YEAR 1 Water Demand (establishment period)

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		133,470	80,666	150%	120999
Planting Area C (native shrubs)		1,970	296	100%	296
Trees (evergreen + small native trees)	402		6,432	100%	6432
Trees (shade trees)	17		408	100%	408

YEAR 1 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%	
0.0	0.0	78,044	197,712	332,989	520,295	468,266	442,251	322,583	182,103	104,059	0.0	2,648,303
0.0	0.0	191	483	813	1,271	1,144	1,080	788	445	254	0.0	6,468
0.0	0.0	263	667	1,123	1,754	1,579	1,491	1,088	614	351	0.0	8,930
0.0	0.0	263	667	1,123	1,754	1,579	1,491	1,088	614	351	0.0	8,930
0	**0**	**78,761**	**199,528**	**336,048**	**525,075**	**472,567**	**446,314**	**325,546**	**183,776**	**105,015**	**0**	

Year 1 - Demand **2,672,630** gal./yr
8.20 ac-ft/yr

YEAR 3 Water Demand

Landscape Water Demand Calculations	Quantity	SF	Weekly Demand (gallons)	Reduction Factor	Weekly Demand (gallons)
Native Grass Seeding		133,470	80,666	50%	40333
Planting Area C (native shrubs)		1,970	296	50%	148
Trees (evergreen + small native trees)	402		6,432	75%	4824
Trees (shade trees)	17		408	75%	306

YEAR 3 - Water Demand

January	February	March	April	May	June	July	August	September	October	November	December	Total
0%	0%	15%	38%	64%	100%	90%	85%	62%	35%	20%	0%	
0.0	0.0	26,015	65,904	110,996	173,432	156,089	147,417	107,528	60,701	34,686	0.0	882,768
0.0	0.0	95	241	407	635	572	540	394	222	127	0.0	3,234
0.0	0.0	3,111	7,882	13,276	20,743	18,669	17,632	12,861	7,260	4,149	0.0	105,583
0.0	0.0	197	500	842	1,316	1,184	1,118	816	461	263	0.0	6,697
0	**0**	**29,419**	**74,528**	**125,521**	**196,126**	**176,513**	**166,707**	**121,598**	**68,644**	**39,225**	**0**	

Year 2+3 - Demand **998,282** gal./yr
3.06 ac-ft/yr

Notes:
1. Reseeding area sf includes all distrubed area due to grading minus 3' offset of roadway (shoulder).

Planting Area Demand Assumptions / Six (6) month irrigation period

Planting Area A (perennial)	0.50 gallons per week per square foot
Planting Area B (ornamental grasses)	0.50 gallons per week per square foot
Planting Area C (native shrubs)	0.15 gallons per week per square foot (4 gallons per week per shrub)
Trees (evergreen + small native trees)	16.00 gallons per week: 8 -1 gal / hr emitters per tree run 1 hour twice a week
Trees (shade trees)	24.00 gallons per week: 12 -1 gal / hr emitters per tree run 1 hour twice a week
Turf Grass	1.27 gallons per week per square foot: 42" / 32 week growing season / sf = 1.31" / week
Native Grass Seeding	0.60 gallons per week per square foot: 20" / 32 week growing season / sf = .625" / week

Reduction Factor — Reduction factor assumes a reduction in water use for drought tolerant plants once they have been established.

Monthly Water Alotment — Percent water allocated to plants based on climate and average needs.

LANDSCAPE IRRIGATION

IRRIGATION TO BE PROVIDED AS FOLLOWS:
- DRIP IRRIGATION TO TREES AND PLANTER AREAS WITH SHRUBS / PERENNIALS (SEPARATE ZONES FOR TREES)
- IRRIGATION ZONES TO BE ORGANIZED BY HYDROZONE
- SPRAY IRRIGATION FOR LAWN AREA
- TEMPORARY SPRAY IRRIGATION FOR RESEEDING EXTENTS
- IRRIGATINO SYSTEM TO BE A PRESSURE COMPENSATION SYSTEM WITH A SMART CONTROLLER AND WEATHER SENSOR; IRRIGATION SYSTEM TO MEET CITY OF SANTA FE CODE REQUIREMENTS
- IRRIGATION SYSTEM TO BE DESIGNED BY LANDSCAPE CONTRACTOR AND APPROVED BY LANDSCAPE ARCHITECT

LANDSCAPE IRRIGATION KEYED NOTES

1. MAINLINE APPROXIMATE LAYOUT
2. SLEEVING, INSTALL AT ROAD CROSSINGS AND FUTURE DRIVEWAY LOCATIONS.
3. POINT OF CONNECTION AT EXISTING WATER METER.

N

SCALE: 1"=60'

60' 0 60'

REVISIONS

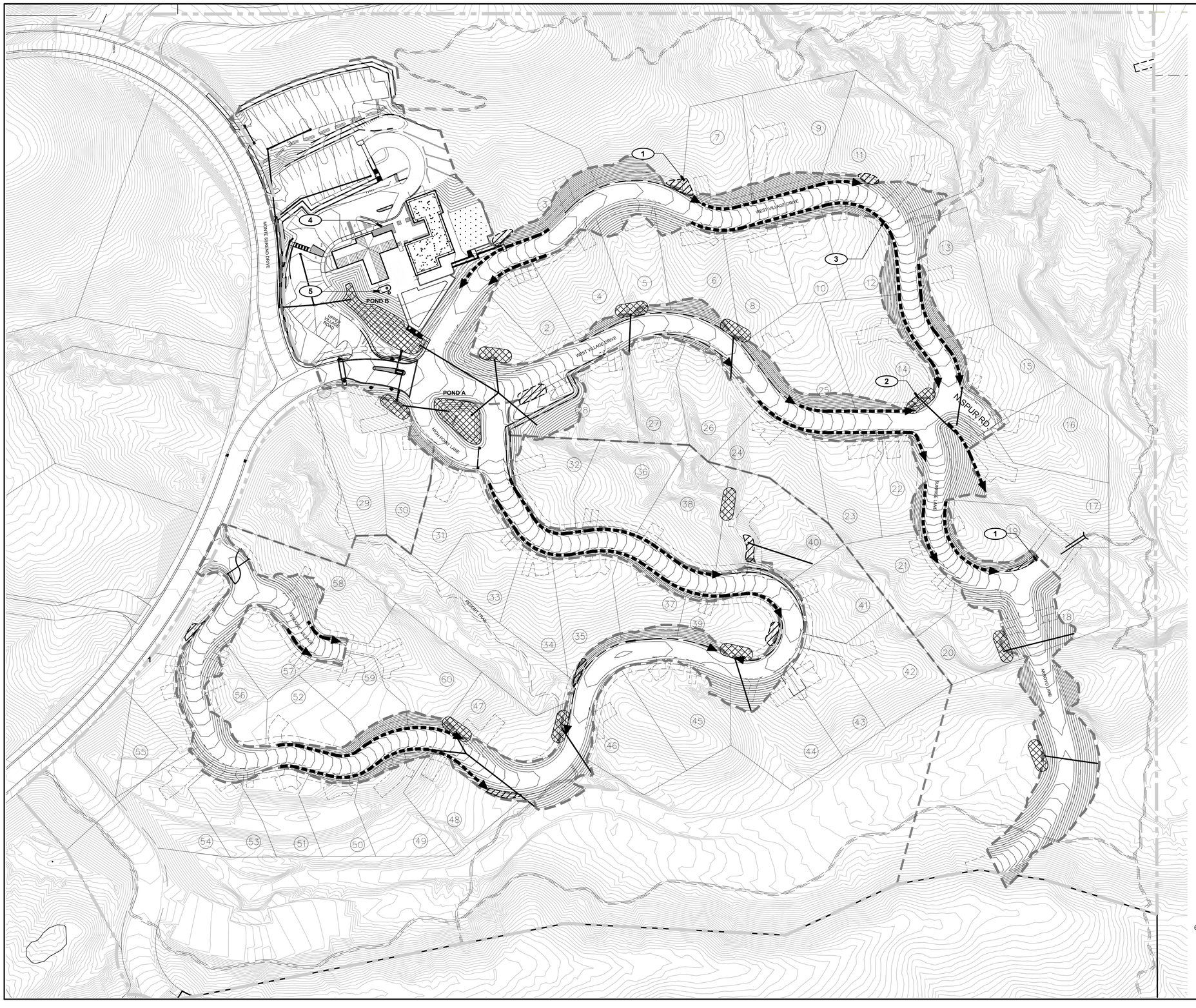
DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

SCHEMATIC IRRIGATION PLAN

SCALE	DWG NO.	DATE
1"=60'		06.21.2021
P&DR CASE #		SHEET NO. L-300



WATER HARVESTING LEGEND

- PROJECT BOUNDARY
- STORM WATER DETENTION POND
- RAINWATER HARVESTING BASIN
- SURFACE SWALE
- SURFACE SWALE WITH CHECK DAMS
- CISTERN
- MINOR DRAINAGE
- STORMWATER PIPE

NOTE:
ALL PLANING AREAS INTENDED TO SERVE AS LOCATIONS FOR STORMWATER INFILTRATIONS.

WATER HARVESTING KEYED NOTES

PASSIVE WATER HARVESTING:
THE PRIMARY OBJECTIVE OF THE GRADING PLAN AND WATER HARVESTING STRATEGY IS TO MAKE BENEFICIAL USE OF RAINWATER THAT FALLS ON THE SITE TO HELP SUPPORT LANDSCAPING AND MINIMIZE EROSION. THIS PROJECT PROPOSES TO HARVEST WATER FROM IMPERMEABLE SURFACES BY DIRECTING RUNOFF TOWARDS LANDSCAPE PLANTING AREAS. ROADWAY SURFACE RUNOFF TO BE DIRECTED TO SIDE SWALES TO MANAGE FLOWS, ALLOW FOR INFILTRATION, AND HELP SUPPORT STREETSCAPE PLANTINGS. INFILTRATION BASINS (RAINWATER HARVESTING BASINS) TO BE PLACED AT JUNCTIONS WITH UPSTREAM DRAINAGES AND END POINTS OF STEEPER SURFACE SWALES.
ACTIVE WATER HARVESTING:

A RAINWATER COLLECTION CISTERN IS PROPOSED FOR THE RESORT VILLAGE COMMON AREA TO SERVE AS THE PRIMARY SOURCE OF LANDSCAPE IRRIGATION WATER FOR THE LANDSCAPE BY THE RESORT BUIDLINGS AND PARKING AREA. RAINWATER TO BE COLLECTED FROM ADJACENT ROOFS AND PIPED TO THE UNDERGROUND CISTERN(S).CISTERN TO HAVE A POTABLE WATER BACKUP.

KEY NOTES

1. WATER HARVESTING BASIN TYPICAL; FINE GRADING; COORD WITH CIVIL PLANS.
2. STORMWATER DETENTION BASIN TYPICAL, SEE CIVIL PLANS.
3. WATER HARVESTING SWALE; INSTALL CHECK DAMS AS NEEDED TO SLOW WATER.
4. SLOPE HARDSCAPE AREAS TO ADJACENT LANDSCAPE PLANTING AREAS, TYPICAL.
5. CISTERN, BURIED; SIZE, QUANTITY AND FINAL LOCAION TO BE DETERMINED

N

SCALE: 1"=60'

60' 0 60'

REVISIONS

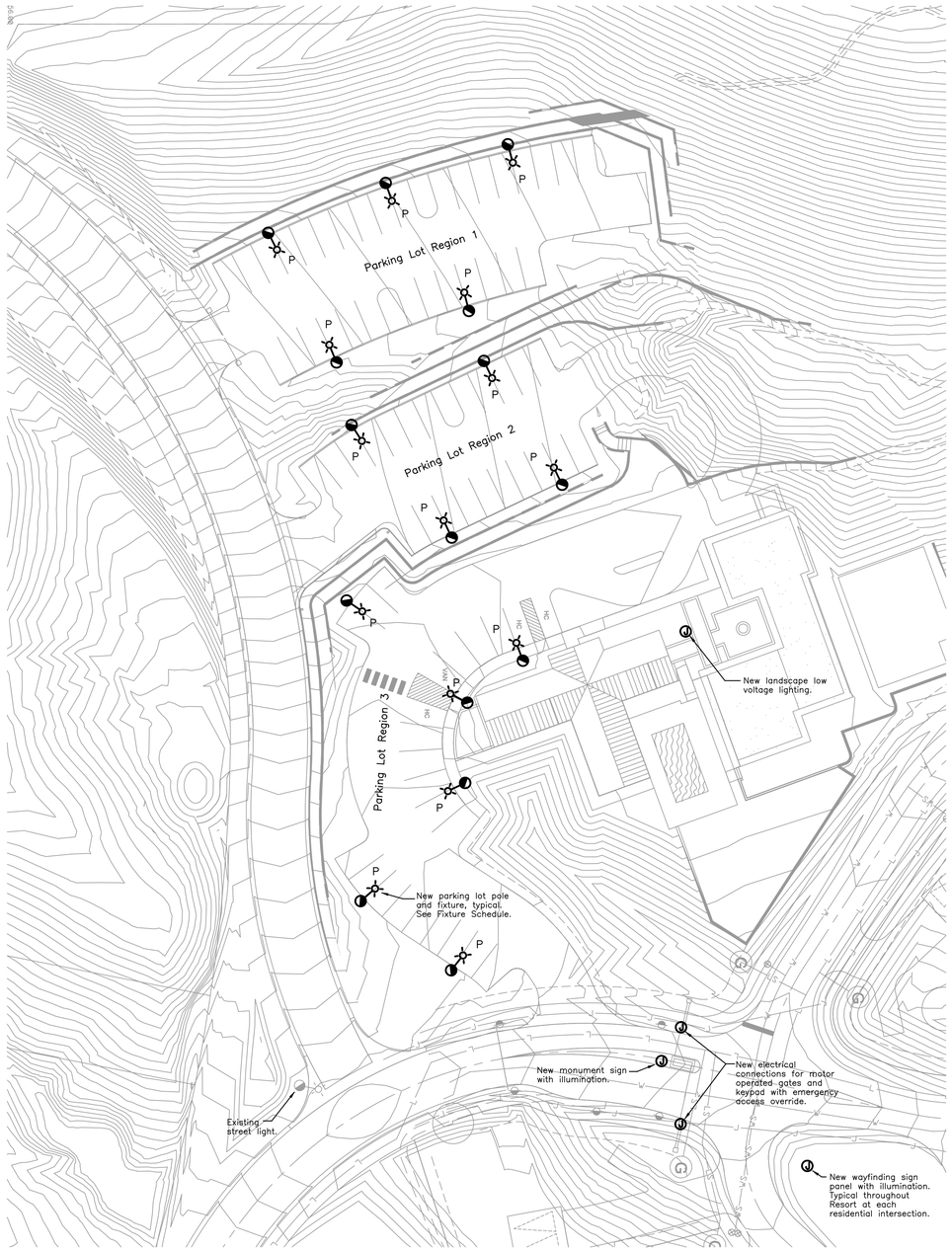
DATE	BY

monte sereno

THE RESORT AT MONTE SERENO

WATER HARVESTING PLAN

SCALE	DWG NO.	DATE
1"=60'		06.21.2021
P&DR CASE #		SHEET NO. L-301



North

Proposed Lighting Plan - Resort Parking Lot

Scale: 1" = 30'

Fixture Schedule

Type	Lamps	VA	Watts	Mounting	Description
P	LED	TBD	TBD	16' pole (19' overall)	Full cut off LED fixture on 16' pole. 2700K CCT, 70 CRI, Type 3 distribution, dark bronze finish, house side shields where necessary adjacent to residential areas. Lumark PRV series, subject to owner review and City of Santa Fe code compliance.
pole				Concrete base, 3' height	16' pole, 5" square straight steel, dark bronze. Cooper Lighting # SSS5A16SF, subject to owner review and City of Santa Fe code compliance.

General Notes

A. This sheet is provided for City of Santa Fe development plan review and is not intended for construction.

B. The intent of this drawing is to show approximate parking lot and area lighting, pole/fixture locations and characteristics.

C. All exterior lighting shall comply with the New Mexico Night Sky Protection Act and City of Santa Fe Code of Ordinances.

D. Parking lot lighting illumination levels shall be at a minimum required for safety. Average maintained horizontal footcandles at grade shall not exceed those identified in City of Santa Fe Code of Ordinances Section 14.8.9, Table 14-8.9-2. Maximum maintained horizontal footcandles at grade shall not exceed 1.5 times the same values in Table 14-8.9-2.

E. Sign illumination shall comply with City of Santa Fe Code of Ordinances Section 14.8.10.B.1.

F. All exterior light sources shall be on timeclock and photocell control for dusk-to-dawn operation.

G. Parking lot regions identified on plan (3 total), shall be circuited separately, with centrally located hand-off-auto control. The intent is to provide option for manual override to shut off lights in temporarily unused parking areas.

Proposed Fixture Cutsheets (or approved equals)

Project		Catalog #		Type	P
Prepared by		Notes		Date	



Lumark

PRV / PRV-XL Prevail LED

Area / Site Luminaire

Product Features

Interactive Menu
- Ordering Information page 2
- Mounting Details page 3
- Optical Configurations page 3
- Product Specifications page 3
- Energy and Performance Data page 4
- Control Options page 5

Quick Facts
- Lumen packages range from 7,100 - 48,600 lumens (50W - 350W)
- Replaces 70W up to 1,000W HID equivalents
- Efficacies up to 148 lumens per watt
- Energy and maintenance savings up to 85% versus HID solutions
- Standard universal quick mount arm with universal drill pattern

Product Certifications

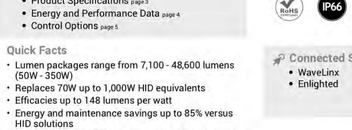
Connected Systems
- WaveLinx
- Enlighted

Dimensional Details

Prevail



Prevail XL



COOPER Lighting Solutions

TD510038EN | page 1
April 13, 2021 5:28 PM

Steel Poles



SSS SQUARE STRAIGHT STEEL

Catalog #		Type
Project		pole
Comments		Date
Prepared by		

FEATURES
- ASTM Grade steel base plate with ASTM A386 base cover
- Hand hole assembly 3" x 5" on 5" and 6" pole; and 2" x 4" on 4" pole
- 10'-39' mounting heights
- Drilled or tenon (specify)

DESIGN CONSIDERATIONS - VIBRATIONS AND NON-GROUND MOUNTED INSTALLATIONS

The information contained herein is for general guidance only and is not a replacement for professional judgment. Design considerations for wind-induced vibrations and non-ground mounted installations (e.g., installations on bridges or buildings) are not included in this document. Consult with a professional, and local and federal standards, before ordering to ensure product is appropriate for the intended purpose and installation location. Refer to the Cooper Lighting Solutions Light Pole White Paper for risk factors and design considerations. Learn more.

NOTE: The Limited Warranty for this product specifically excludes fatigue failure or similar damage resulting from vibration, harmonic oscillation or resonance.

Specifications and dimensions subject to change without notice. Consult your lighting representative at Cooper Lighting Solutions or visit www.cooperlighting.com for available options, accessories and ordering information.

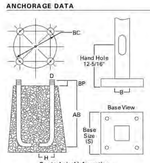
ORDERING INFORMATION

SAMPLE NUMBER: SSA5A205FM1XG

Product Family	Shaft Size (Inches)[1]	Wall Thickness (Inches)	Mounting Height (Feet)	Base Type	Finish	Mounting Type	Number and Location of Arms	Arm Lengths (Feet)	Options (Add as Suffix)
SSS=Square Straight Steel	4=4" 5=5" 6=6"	A=0.120" M=0.188" X=0.250"	10=10' 15=15' 20=20' 25=25' 30=30' 35=35' 39=39'	S=Square Steel Base	F=Dark Bronze G=Galvanized Steel J=Summit White K=Carbon Bronze L=Dark Platinum R=Hartford Green S=Silver T=Graphite Metallic V=Grey W=White X=Custom Color Y=Black	2=2-3/8" O.D. Tenon (4" Long) 3=3-1/2" O.D. Tenon (5" Long) 4=4" O.D. Tenon (6" Long) 9=3" O.D. Tenon (4" Long) 6=2-3/8" O.D. Tenon (6" Long) 7=4" O.D. Tenon (10" Long) A=Type A Drilling C=Type C Drilling E=Type E Drilling F=Type F Drilling G=Type G Drilling J=Type J Drilling K=Type K Drilling M=Type M Drilling N=Type N Drilling R=Type R Drilling Z=Custom[2] (Specify Sweep Arm)[4] 2=Type 2 Drilling	1=Single 2=2 at 180° 3=Triple[4] 4=4 at 90° 5=2 at 90° X=None	X=None 2=2' 3=2.5' 4=4' 6=6' 8=8'	A=1/2" Tapped Hub[3] B=3/4" Tapped Hub[3] C=Convenience Outlet[4] E=GFCI Convenience Outlet[4] G=Ground Lug H=Additional Hand Hole[5] V=Vibration Dampener

NOTES: 1. All shaft sizes nominal. **2.** Square poles are 3 at 90°, round poles are 3 at 120°. **3.** Tapped Hub is located 5" below pole top and on the same side of pole as hand hole, unless specified otherwise. **4.** Outlet is located 4' above base and on same side of pole as hand hole, unless specified otherwise. Receptacle not included, provision only. **5.** Additional hand hole is located 12" below pole top and 90° from standard hand hole location, unless otherwise specified. **6.** Arm must be ordered separately.

ANCHORAGE DATA



Pole	Template Number	Bolt Number	Bolt Circle (inches)	Number of Bolts	Bolt Size (inches)
SSS4	TMP1	AB1	8.5 - 11.0	4	3/4 x 25 x 3
SSS5	TMP1	AB1	11.0	4	3/4 x 25 x 3
SSS6	TMP2	AB3	12.5	4	1 x 36 x 4

COOPER Lighting Solutions

TD513013EN
April 14, 2021 5:42 PM

Electrical Symbol Legend

	Pole and pole mounted fixture. Type as indicated in fixture schedule.
J	Junction box for electrical point of connection.

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REV. NO.	REVISION DESCRIPTION	APPROVED	DATE

DeLapp & Associates, Inc. dba
DeLapp Engineering®
1190 Harrison Road, Suite 3a
Santa Fe, NM 87507
(505) 983-5557; (505) 982-5724 Fax
jmdelapp@DeLapp.com; http://DeLapp.com

The Resort at Monte Sereno
Santa Fe, NM

Lighting Plan
Resort Parking Lot

Preliminary
Not For Construction

DRAWN BY	CHECKED BY	PROJECT NO.	DRAWING NO.
CBE	JMD	21024	E-100
PLOT SCALE		DATE	SHEET OF
1 = 1		06/21/21	

18 JUN 2021 13:31:03
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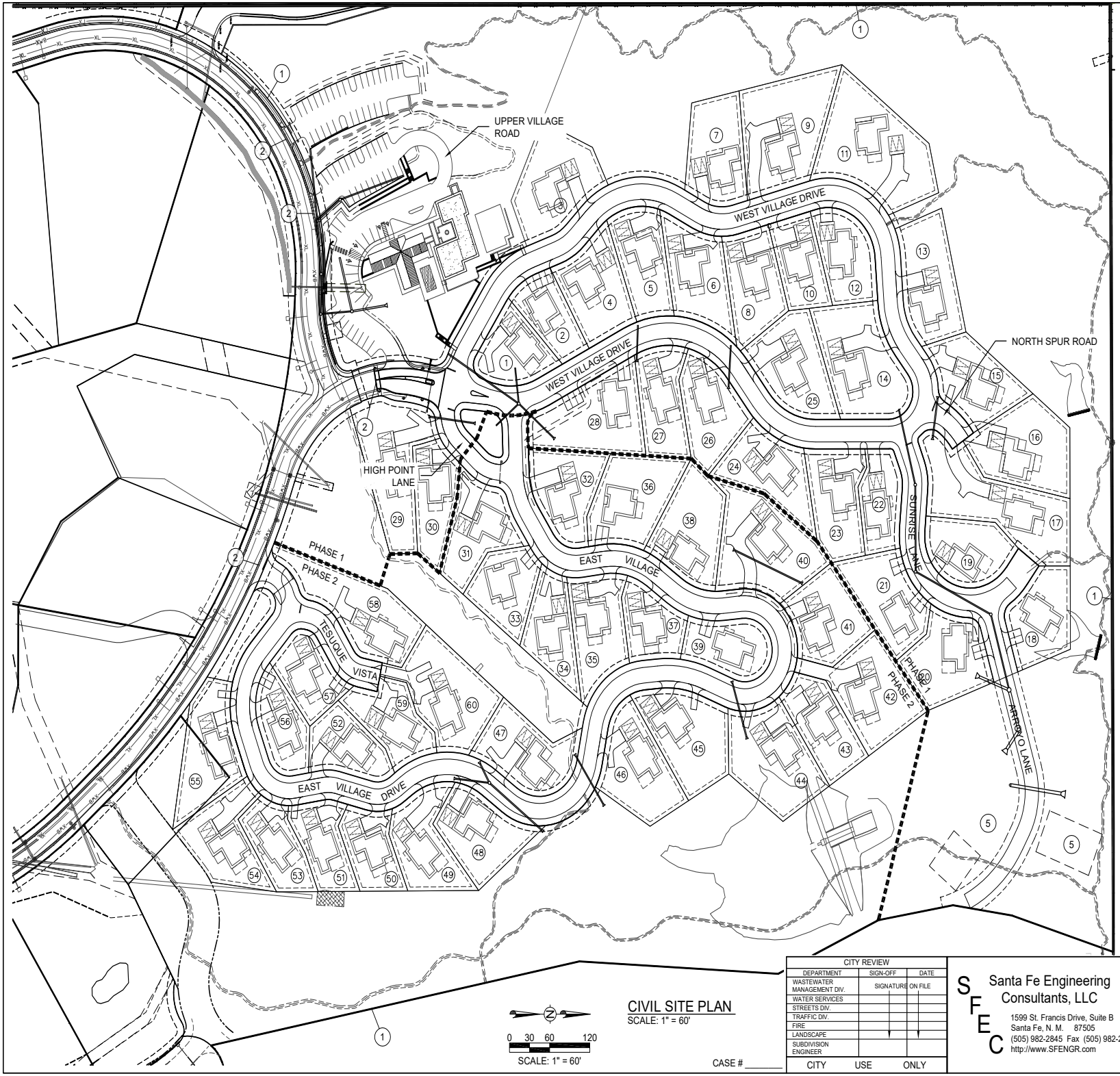


SHEET KEYNOTES

1. PROPERTY LINE
2. TIE TO EXISTING ROADWAY
3. PROPOSED STORM SEWER SEE C-600 SERIES SHEETS
4. PROPOSED RETAINING WALL, SEE C-300 SERIES SHEETS
5. PROPOSED STORAGE UNIT, SEE ARCHITECTURAL SHEETS

0 30 60 120
SCALE: 1" = 60'

CIVIL SITE PLAN
SCALE: 1" = 60'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

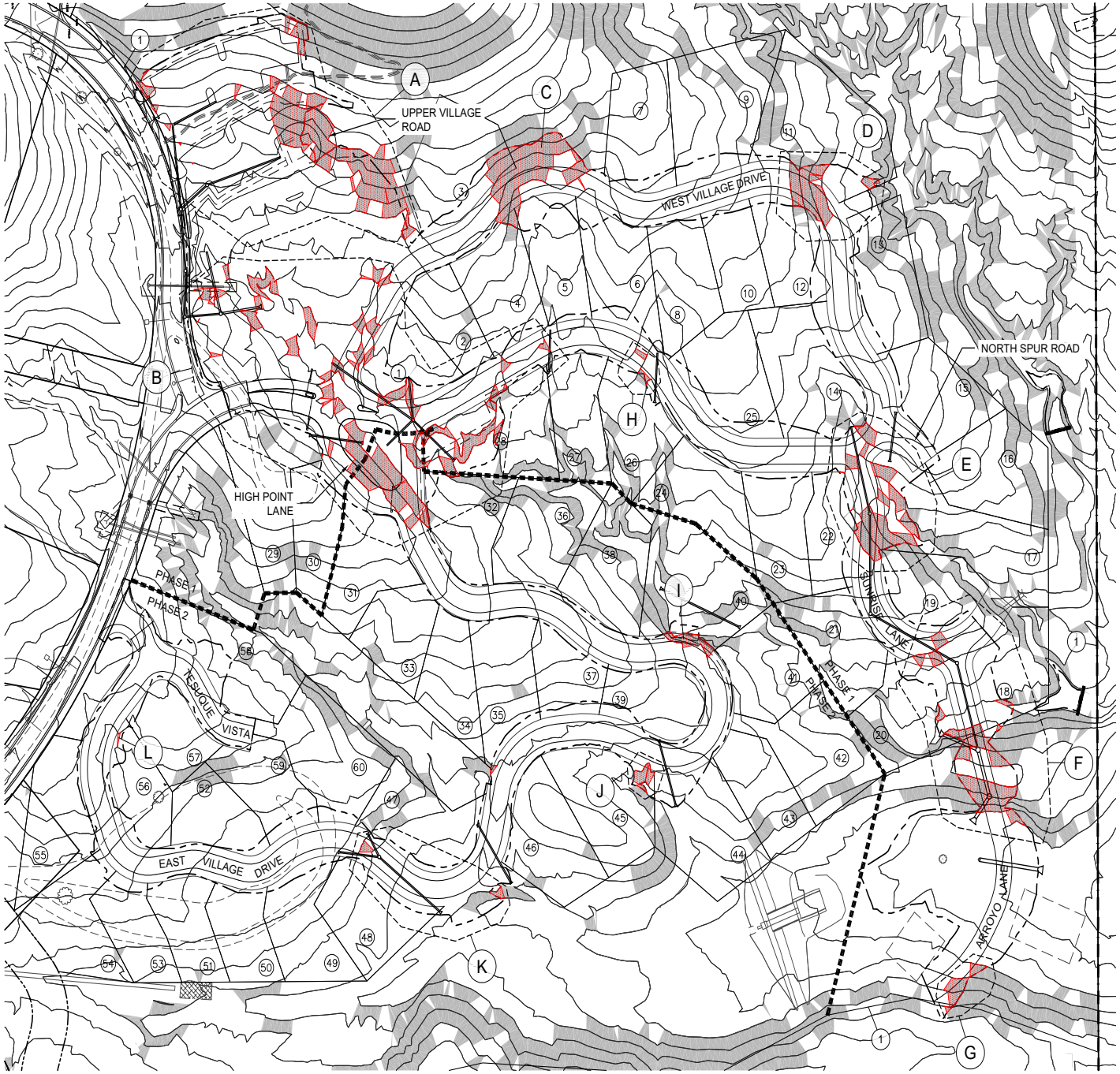
CIVIL SITE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 60'	C-100

ENGINEERS SEAL

DATE

REVISIONS



SHEET KEYNOTES

(1) PROPERTY LINE

LEGEND

AREA OF 30% AND GREATER SLOPE

AREA OF DISTURBED 30% AND GREATER SLOPE

GRADING LIMITS

NOTE:
THIS SLOPE ANALYSIS WAS CALCULATED USING A 5' CONTOUR INTERVAL BASED UPON TOPOGRAPHY AND SLOPE ANALYSIS PROVIDED BY DAWSON SURVEYS, INC.

SLOPE ANALYSIS CALCULATIONS

AREAS OF NATURAL 30% AND GREATER DISTURBED SLOPES		COMMENTS
AREA ID	AREA OF DISTURBANCE (SF)	
A	10908.79	
B	12671.34	
C	6323.37	
D	2765.26	
E	4580.18	
F	4718.34	
G	855.72	
H	174.54	
I	717.61	
J	445.67	
K	270.53	
L	28.34	
TOTAL = 44,460 SF		

SLOPE ANALYSIS CALCULATIONS - ROAD VARIANCES

SCALE: 1" = 60'

0 30 60 120

SCALE: 1" = 60'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

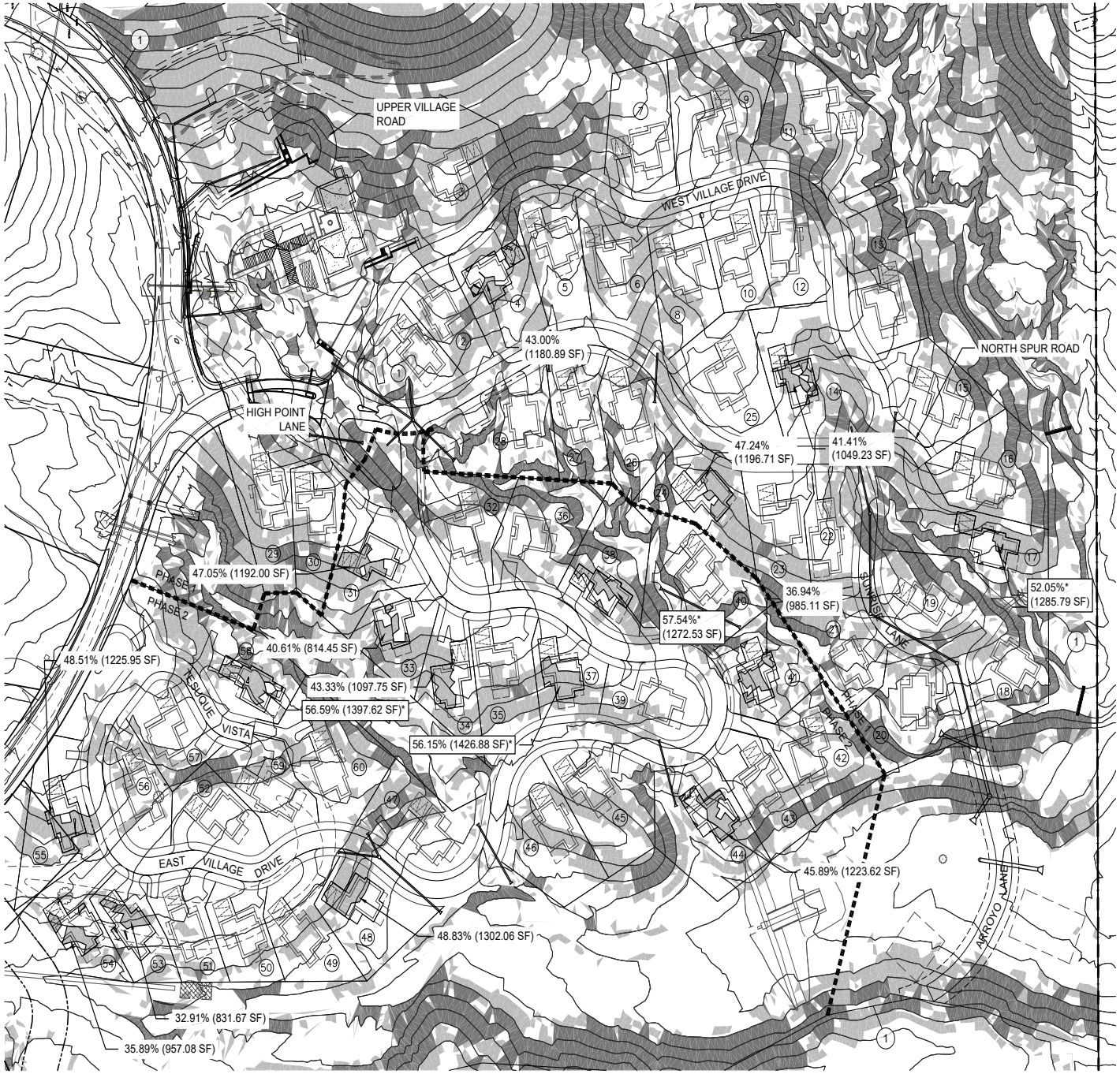
SLOPE ANALYSIS CALCULATIONS - ROAD VARIANCES

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 60'	C-101

ENGINEERS SEAL

DATE

REVISIONS



SHEET KEYNOTES

(1) PROPERTY LINE

LEGEND

AREA OF 20% TO 30% SLOPE

AREA OF 30% AND GREATER SLOPE

NOTE:
THIS SLOPE ANALYSIS WAS CALCULATED USING A 1' CONTOUR INTERVAL. FOR CLARITY, ONLY THE 5' MAJOR CONTOURS ARE SHOWN ON THIS SHEET.

BUILDING PADS ARE SHOWN FOR FEASIBILITY ONLY.

* VARIANCE REQUESTED FOR GREATER THAN 50% OF THE PAD IS IN 20% SLOPE.

SLOPE ANALYSIS CALCULATIONS - PAD COMPLIANCE

SCALE: 1" = 60'

0 30 60 120

SCALE: 1" = 60'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

SLOPE ANALYSIS CALCULATIONS - PAD COMPLIANCE

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 60'	C-101A

ENGINEERS SEAL

DATE

REVISIONS

CITY OF SANTA FE PUBLIC INFRASTRUCTURE GENERAL CONSTRUCTION NOTES

1. All construction shall conform to the requirements of City of Santa Fe Standard Drawings and Specifications as applicable.
2. Utility construction shall conform to applicable sections of the APWA's "New Mexico Standard Specifications for Public Works Construction, 2006 edition including latest published amendments.
3. Infrastructure construction shall conform to applicable sections of the New Mexico Department of Transportation's "Standard Specifications for Highway and Bridge Construction, 2019 Edition (SSHBC).
4. The order of precedence shall be, listed in order of highest precedence, the project specifications, plans, City of Santa Fe Standard Drawings, SSHBC, and APWA.
5. In the case of conflicts between plans and specifications resolution shall be by using the more restrictive requirement as determined by the project engineer and approved by the City.
6. The project plans shall be approved for construction by the City prior to any construction activity and scheduling a pre-construction meeting.
7. The construction Project Engineer shall be a New Mexico licensed Professional Engineer in the appropriate category for the type of work represented by the project plans. The Project Engineer shall arrange for a pre-construction meeting prior to the start of construction or mobilization of equipment on-site and after receipt of the financial guaranty. At the pre-construction meeting, the Project Engineer shall submit a letter providing the name(s) of specific individuals who will be performing what type of inspections and respective telephone contact number(s); this includes preparation of the record drawings. The pre-construction meeting shall be scheduled a minimum of 10 calendar days in advance of the meeting date.
8. Attendance at the pre-construction meeting is mandatory.
9. The Contractor shall provide a list of contact personnel responsible for site construction including position, telephone numbers, and at least one emergency telephone number active on a 24 hour basis.
10. If an EPA Notice of Intent (NOI) is applicable, a copy of the mailed permit application shall be presented at the pre-construction meeting along with a written statement giving the mailing date.
11. The Contractor shall be responsible for maintaining the integrity of all underground utilities during the course of work regardless of any location shown on the plans or other field evidence, or lack thereof. Notification to New Mexico One Call at 1-800-321-2537 for utility locates a minimum of 48 hours in advance of any excavation is required. Maintenance of utility locates shall be continued throughout the project life.
12. The Owner shall be responsible for all changes in construction deemed necessary for any reason and shall have appropriate plans and/or specifications, including applicable design criteria, prepared by a New Mexico Professional Engineer and submitted to the City for approval. Upon approval, said changes may be incorporated into the project.
13. Final Record Drawings, reflecting substantial changes to the original design drawings, shall be submitted by the Contractor's Surveyor for approval to the Engineer.Said plans shall be approved by applicable City Divisions prior to final acceptance of project work for maintenance responsibility and the beginning of the warranty period. Under no circumstances will partial acceptance and/or warranty commencement begin for any component of project scope be provided.
14. All Contractor work activity shall be confined to the construction limits of the project. There shall be no encroachment onto adjacent properties, either construction or marshaling yard(s) unless legal easements(s)/agreement(s) is/are executed and approved by the Engineering Supervisor.
15. Grading shall be completed under the authority of a Building Permit, the application of which shall show the type of work as "Other" with the notation of Grading, Landscaping, and infrastructure shown thereon. Call 505-955-6945 for permit information.
16. All cut and fill slopes, including setback requirements, shall conform to the requirements of:
    a. Santa Fe City Code's Article 14-8 (Development and Design Standards);
    b. Chapter 33 of the Uniform Building Code, 1997 edition unless otherwise noted on the approved construction plans; and
    c. In the case of conflict between these two specifications, City Code shall prevail.
17. The Contractor is responsible for any damage caused by construction activities to public or private property, including utilities.
18. Material quality testing shall be completed by the Contractor, through a recognized testing laboratory. The laboratory shall be under the auspices of a New Mexico Professional Engineer.
19. All material quality test reports shall be provided directly to the City Planning Department, attention Permits and Development Review Division at P.O. Box 909, Santa Fe, New Mexico 87504-0909 within seven (7) calendar days after laboratory material testing is complete unless otherwise directed during the pre-construction meeting. Field test reports shall be provided directly to the P&DR staff at the time of field testing. In the case of P&DR staff absence, the reports shall be Fax'ed to 505-955-6829. In each case, all test reports and other communication shall carry the applicable P&DR Case and Building Permit project numbers which will be provided at the pre-construction meeting if not noted on the approved project plans.
20. Compaction testing of soil and similar materials, including optimum moisture-density relationships, shall be performed in accordance with the referenced specifications and/or plans. Unless specified in individual project plans, the frequency of compaction testing shall be one (1) test per 1.5 vertical feet of fill or backfill of similar material; within two (2) horizontal feet of structures; for each 500 linear feet of trench backfill or each days compactive effort, whichever results in the greatest quantity of tests; or for each 500 cubic yards of fill of similar material; or as directed by the Engineer.
21. Portland cement concrete (Pcc) proposed to be used for the project shall conform to a mix design prepared by a New Mexico Professional Engineer. The design shall be provided to P&DR staff for approval a minimum of 14 calendar days prior to scheduling the initial casting operation or, alternatively, the project plans shall define a specific mix having a prior approval by P&DR. Each mix shall have the following minimum properties:
    a. Compressive strength of 4,000 psi in 28 calendar days
    b. Seven (7.0) bags of cementitious material per cubic yard of concrete
    c. Twenty (20.0) percent or less of flyash material substitution for cement
    d. Maximum aggregate size of ¾"
    e. Air entrainment content ranging between 4.0 and 7.0 percent at the point of concrete delivery into forms
22. Concrete sample set shall consist of a minimum of three (3) cylinders. One sample set shall be obtained for each 500 linear feet cast, 50 cast cubic yards, or one (1) set per calendar day, whichever is greatest; or as directed by the Engineer. Cylinders shall be tested at 7, 28, and 56 day intervals; the 56 day interval need not be tested if any previous test result exceeds the design value.
23. Traffic control devices, as per approved plan, shall be installed, maintained, and removed by the Contractor. Said devices shall conform to the latest published edition of the Manual of Uniform Traffic Control Devices and to written directions from the City Traffic Engineer who may be reached at 505-955-6619.
24. Site erosion and/or sediment control, as per approved plan, shall be installed, maintained, and removed by the Contractor. The Contractor's attention is directed to the SSHBC's Section 603 for other requirements relating to dust abatement and similar issues.
25. Utility lines must be bored under all existing street Pcc street appurtenances. A minimum of 12" separation must be maintained between utility lines. Any curb, gutter, or other damage must be repaired before final inspection will be given.
26. Each City utility division shall provide a letter of completed installation, not necessarily accepted for warranty, at the Contractor's request. Said letters shall be provided to the P&DR staff and received written staff acceptance prior to scheduling either TV inspection of SAS ; and Storm Sewer lines or placement of roadway pavement material.
27. ASTM, ASHTO, or independent laboratory certificates of material compliance are to be provided to P&DR staff prior to bringing applicable material on site.
28. Aggregate base course material shall conform to the SSHBC's Section 303 using Gradation I.
29. Hot Mix Asphalt (HMA) proposed to be used for the project shall conform to a mix design prepared by a New Mexico Professional Engineer conforming to SSHBC's Section 423 using Aggregated Classification(s) called for in the project plans. The design shall be provided to P&DR staff for approval a minimum of 14 calendar days prior to scheduling the initial paving operation or, alternatively, the project plans shall define a specific mix having a prior approval by P&DR.
30. Compaction testing of subgrade, aggregate base course, and each lift of HMA material shall be completed for every 100 linear feet of roadway length excepting for HMA material in which case provide one (1) test for every 100 linear feet of laydown machine pass; or as directed by the Engineer.
31. HMA material quality test samples (wet) shall be obtained and tested for every 500 tons or fraction thereof or one (1) sample per day.
32. Utility appurtenance such as telephone pedestals, electrical transformers, gas, and cable TV pedestals shall be placed outside the public right-of-way and within utility easements. The Owner is responsible for relocating mis-placed utility structures prior to requesting a pre-final inspection. Water meter boxes and fire hydrants may be placed between the sidewalk and curb. Water valve and meter boxes are not to be placed within maintenance areas of semi-improved (gravel or equal) roads.
33. Construction debris and/or excess material shall be stored in an on-site area and appropriately contained. Said debris shall not be a nuisance to the surrounding neighborhood. Disposal of debris shall be either within the city limits under separate grading permit or at a designated NMED approved disposal site. The Contractor shall provide written notice as to proposed debris disposal site location(s). All debris and/or excess material shall be removed from the site prior to scheduling a pre-final inspection with P&DR staff.
34. Interim terrain and stormwater management inspections shall be arranged for at the following events:
    a. Completion of temporary erosion control best management installations and prior to any earthwork (clearing, grubbing, etc.)
    b. Final stormwater management features are constructed
    c. Final site restoration measures are completed
    d. Further construction or issuance of any permit(s) shall not occur until written approval by P&DR staff for each of the above inspections has been obtained. Inspections shall be scheduled by calling 505-955-6646.
35. The Contractor shall make written request for a pre-final inspection of terrain management and infrastructure works a minimum of 14 calendar days in advance with P&DR staff. At this inspection, applicable city division staff will review the final work product. Any deficiencies will be noted in a "punchlist" and provided to the Contractor for correction. When all punchlist items are completed the Contractor shall file a written statement to that effect and a final inspection will be held by P&DR staff. Upon acceptance, an acceptance letter will be provided wherein all work will be accepted for maintenance by the City and the commencement of the warranty period initiated.
36. All surveys to be performed under the supervision of a Professional Land Surveyor, licensed in the State of New Mexico.

ADDITIONAL CONSTRUCTION NOTES

1. The contractors surveyor shall coordinate with Dawson Surveys, Inc. The contractors surveyor shall verify proposed grades. Invert elevations, Flow lines, Alignments, Property lines, Right of Way, Setbacks, and topography Prior to construction. Any deviations shall be reported to the engineer.
2. The contractor shall maintain existing fencing, or build new fencing to insure that the site is secure at all times.
3. It is solely the contractors responsibility to meet OSHA requirements and to maintain a safe working condition.
4. Santa Fe Engineering Consultants, Inc. waives any and all responsibility and is not liable for problems which arise from failure to follow these plans, Specifications and the design intent they convey or for problems which arise from failure to obtain and/or follow SFEC guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts.
5. Television inspection to be provided by private contractor, not the City.
6. Pot holing, construction water, T.V. inspections, flushing and cleaning of sanitary sewer lines or storm sewers are incidental to the work and no separate payment will be made.
7. The existing utility locations shown on these plans have been compiled from multiple sources, including utility locates, and field surveys. It is the contractor's responsibility to verify and pothole any potential utility conflicts. The contractor is responsible for any damage caused by construction activities to public or private property, including utilities.
8. All grading shall comply with the specifications presented in the geotechnical report or NMDOT specifications whichever are more stringent.

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

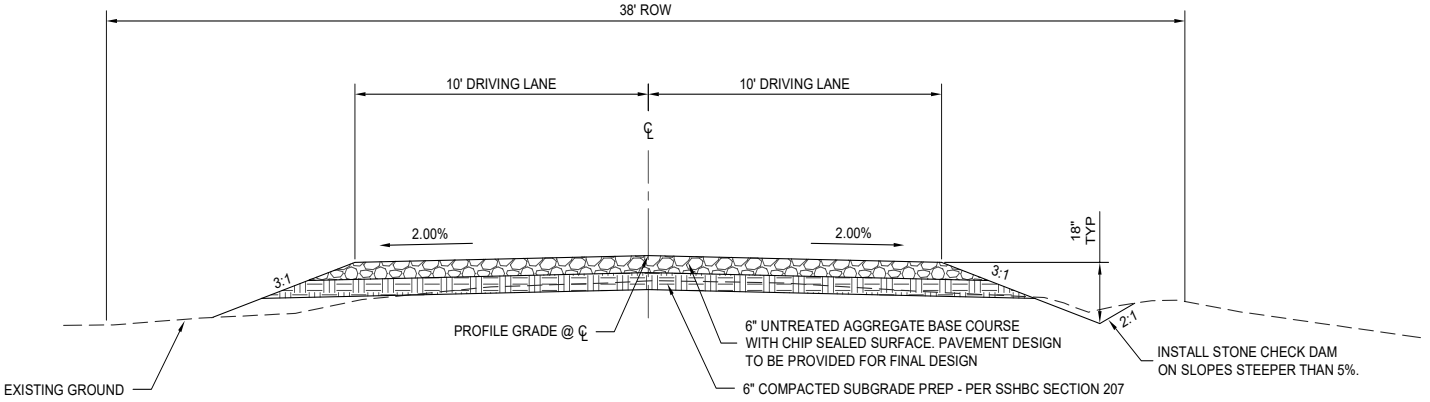
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

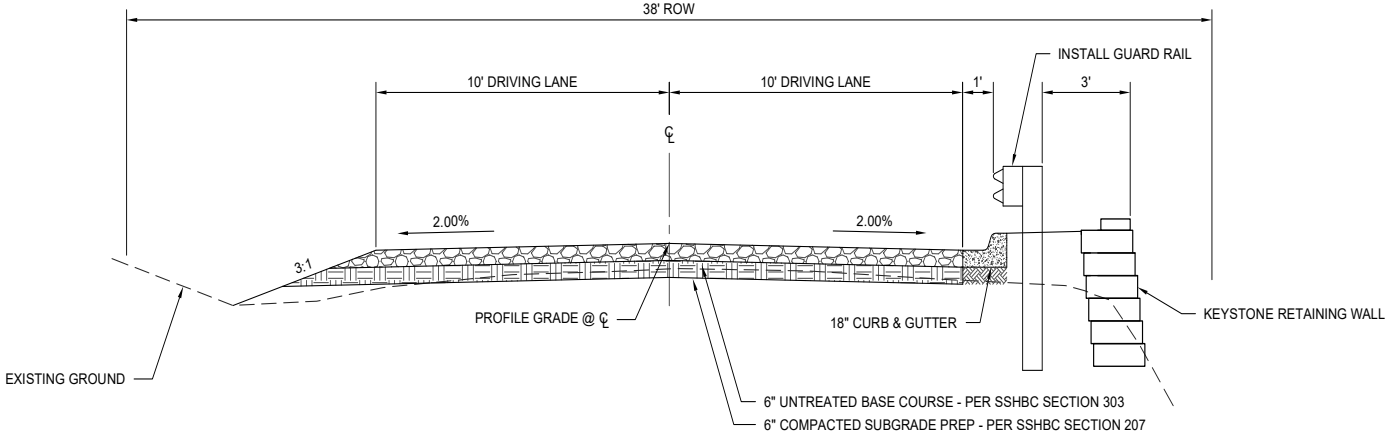
GENERAL NOTES

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-102

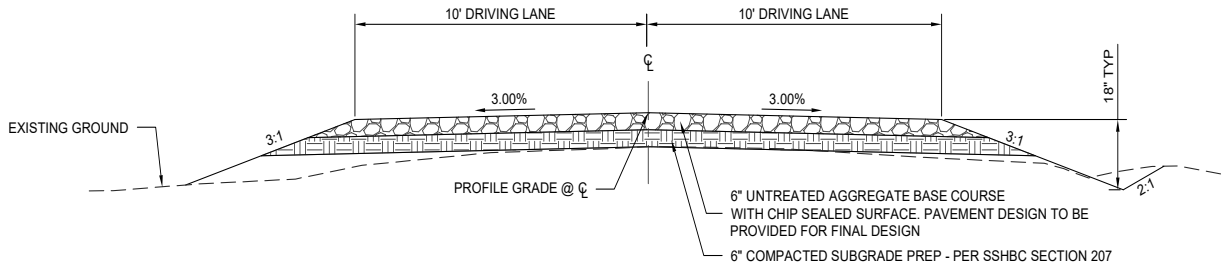
REVISIONS | DATE | ENGINEERS SEAL



TYPICAL ROADWAY SECTION



TYPICAL ROADWAY SECTION WITH RETAINING WALL



TYPICAL GRAVEL ROAD SECTION

ENGINEERS SEAL	
DATE	
REVISIONS	

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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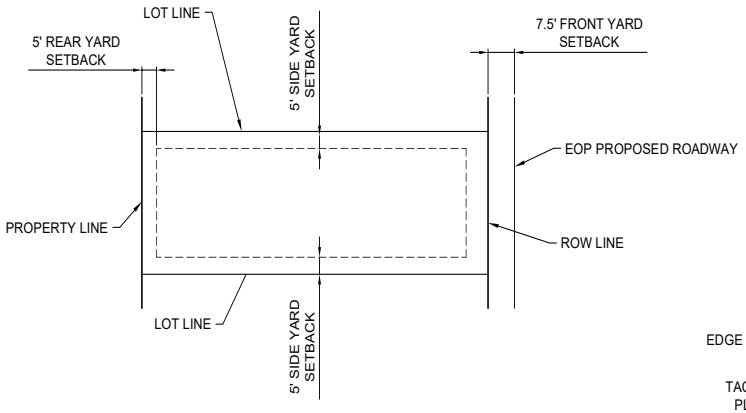
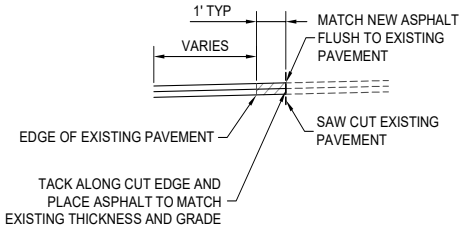
DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

TYPICAL SECTIONS

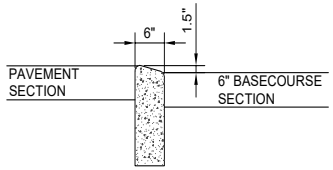
DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-103



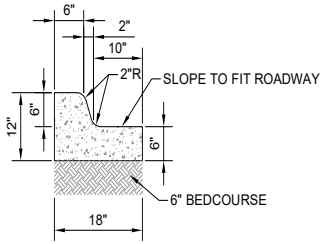
TYPICAL LOT LAYOUT



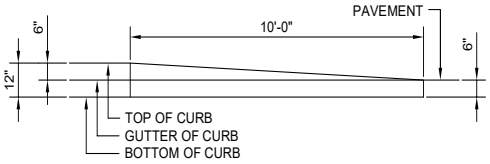
TYPICAL SAW CUT DETAIL



HEADER CURB



18" CURB AND GUTTER



CURB & GUTTER TRANSITION PROFILE

REVISIONS	DATE	ENGINEERS SEAL

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

TYPICAL DETAILS

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-104

CITY OF SANTA FE WASTEWATER MANAGEMENT DIVISION GENERAL NOTES

1. Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
2. The Contractor must obtain all sewer hookup permits from the City's Building Permits Section (sewer lines) prior to commencing any sewer line construction. A copy of the permit must be kept at the construction site.
3. All manholes shall be constructed in accordance with the "Standard Manhole Detail Sheet" shown on the City Standard Drawings.
4. A copy of the approved plans shall be available at the construction site at all times during working hours.
5. All modifications to the sanitary sewer plans must be reviewed and approved by the City's Wastewater Management Division prior to construction.
6. Additional general notes are contained in the standard City detail sheets for sanitary sewer construction.
7. All public gravity sewer lines shall be a minimum 8 inch diameter with a minimum Class C bedding (2006 New Mexico American Public Works Association).
8. All 4 inch and 6 inch diameter gravity sewer pipe shall be private. No private sewer system shall use larger than a 6 inch diameter pipe. No public gravity sewer line to be accepted by the City of Santa Fe for permanent maintenance shall be less than 8 inches diameter.
9. No concrete encasement of new or existing public sewer pipe will be allowed unless approved by the City of Santa Fe Wastewater Management Division.
10. Core drilling is required for all new connections to an existing manhole.
11. No public sewer main line or manhole will be allowed under or within a storm water detention/retention pond.
12. Prior to paving over any sanitary sewer lines, submit T.V.tapes and logs, pressure tests, and the engineer's certification to the City's Wastewater Management Division. After the Wastewater Management Division reviews the above listed information, a preliminary manhole inspection will be conducted. When all the items listed above are completed to meet the standards of the Wastewater Management Division, a letter approving paving will be issued in relation to the sanitary sewer. Note: A final manhole inspection will be conducted after the final paving is completed.
13. All sewer manholes with sewer lines 12 inches in diameter and larger are required to have approved vented and locking manhole covers.
14. Locate wires shall be installed for all sanitary sewers (gravity/force mains). The locate wire must be visible in the manhole or access structure. This will be verified during the preliminary manhole inspection prior to paving. The locate wire is to be a continuous, 12 gauge, solid strand insulated copper wire.
15. Off-road public sewer access will be provided for all public sewer lines and manholes. Access roads are to be a minimum 12 feet wide with a driving surface of 6 inches of compacted base course. No access road shall have a grade greater than 15%. Manholes are to be aligned with the center line of the access road. Sewer easements are to be a minimum of 20 feet in width.
16. Off road sanitary sewer - Call the Wastewater Management Division at 955-4631 for a field review of the grading of all off road sanitary sewer to ensure that the City's maintenance vehicles can access all manholes. The grades may be required to be adjusted based upon this inspection. Additional bank protection may be required based upon a final inspection by the Wastewater Management Division and the project engineer.
17. For Record Drawings, tie manhole to a City of Santa Fe survey monument as part of the final record drawings. Show corrected as-built bearing and distances, slopes, rim and invert elevations and sewer services along the horizontal alignment of the sanitary sewer.
18. The Owner/Developer will be responsible for maintaining, repairing and locating the sewer system until City acceptance for maintenance. Damages resulting from a stoppage in any gravity and/or pressure sewer system will be the sole responsibility of the Owner/Developer until a final acceptance letter for permanent maintenance has been issued by the Wastewater Management Division.
19. Water meters will not be placed until a final acceptance letter has been issued by the Wastewater Division for all on-site sanitary sewer needed in order for the project to connect to the sanitary sewer system.
20. 20 foot wide access gates shall be provided at all fences, walls or other obstructions that cross a public sewer line. Access gates to be located within the sanitary sewer Easement.
21. The Owner/Developer will be responsible for locating each sewer service at the time each lot is ready to connect to the sewer. It is suggested that the Owner/ Developer retain a copy of the television inspection video along with the video logs. Each service shall be clearly marked for each lot at point of connection. All calls received by this Division regarding the location of service will be forwarded to the Owner/Developer.
22. The Contractor shall call the Wastewater Management Division (Douglas Flores at telephone # 955-4613) for a final manhole inspection. This inspection will be isolated to the manholes. The City's Plumbing and Mechanical Inspector's will conduct all other necessary plumbing inspections. Note: The City's Plumbing and Mechanical Inspectors will inspect the individual sewer service taps and laterals, which connect to the public sanitary sewer.
23. The existing sanitary sewer line must be T.V. taped prior to a new service connection being placed as well as taped after the services have been completed. This is to ensure that the existing sanitary sewer line is not damaged and the new service is installed correctly.
24. All costs associated with the operation, maintenance and replacement of grinder pumps for individual lots shall be the responsibility of the lot owner and/or Owners Association. For grinder pumps that connect to a pressure sewer main, the grinder pump will be a model manufactured by Environment-One or a type approved by the City of Santa Fe Wastewater Management Division. For grinder pumps that connect to a gravity main, the grinder pump shall be of a type approved by the City of Santa Fe Plumbing Code.
25. A minimum 12 inches of vertical clearance shall be provided between the sewer line and any storm drain piping.
26. All pressure sewer systems shall be air or hydrostatically pressure tested @ 120 psi for 2 hours minimum. The test is to be witnessed and certified by the project engineer. Prior to being put into service and acceptance by the City of Santa Fe, all pressure sewer system main lines will be filled with water.
27. No public pressure sewer system piping may be installed in a common trench with other utilities.
28. Sewer backflow check valves will be required for all sewer service lateral connections to sewer mains 12 inches or greater in diameter. The sewer service connection must be made at an existing or new manhole. Sewer service connections to sewer mains with pipe size diameter of 12 inches and greater will not be made without approval from the Wastewater Management Division.
29. Sewer backwater check valves shall be required on private sewer service laterals per the City of Santa Fe Plumbing Code.
30. Any 8 inch public sanitary sewer main line placed with a grade of less than 0.60% shall be removed and reconstructed at the Contractor's expense. All public sanitary sewer main lines with slopes of less than 1% require a minimum Class C bedding with select granular material foundation.
31. All as-built sewer line and manhole data shall be obtained and certified by a licensed surveyor or engineer. As-built data supplied by other than a licensed surveyor or engineer shall not be valid for final as-builts.
32. All existing and new public manholes within a project shall have access for City sewer maintenance equipment. All access is subject to field verification and modification as required by the Wastewater Division prior to final project close out with the City of Santa Fe.
33. All sewer line crossings of rivers, streams, arroyos, drainage channels, etc. shall require a basis of design analysis prepared by a licensed engineer.
34. An approved backflow valve and isolation valve are required on all low pressure sewer service lines as per the City of Santa Fe Standard Sewer Specifications.
35. Terminal flushing connections and in-line flushing connections are required on all low pressure sewer systems. The maximum spacing between in-line flushing connections shall be 500 feet. Distances greater the 500 feet between low pressure sewer in-line flushing connections shall be approved by the Wastewater Division.
36. Sewer backflow check valves are required on private sewer service laterals per the City's Plumbing Code. Final determination shall be made by the City of Santa Fe Plumbing Inspection Division

JOINT TRENCH NOTES:

1. Compaction in city or state right-of-ways shall meet or exceed minimum specified requirements.
2. Shading and bedding materials to be type IV. Class 1 for direct buried cable and Type IV, Class 2 for cable in conduit. Type III material is suitable for either type of installation. Refer to DS-10-12.4 for fill material requirements.
3. If trench-run material meets back fill material type requirements, 3" bedding may be omitted provided the trench bottom is smooth, flat and without surface irregularities.
4. Maximum change in the trench bottom elevation shall not exceed 2" over a 10' length.
5. Spoil pile shall be placed on the field side a minimum of 2" from the trench edge.
6. Latest OSHA trench safety requirements shall be strictly observed.
7. Warning tape shall be placed a minimum of 12" above gas line.
8. When bringing cables to pedestals, 12" separation must be maintained from the gas line.
9. PNM owned or maintained street lights may be installed in trench, next to electric cable.
10. Private area lighting or private streetlight circuits must maintain 12" separation from all other joint occupants..
11. Gas service must be 12" away from where it will pass equipment or pedestals.
12. All parties agree that 12" separation between electric and communication may not be met when transitioning up to transformers and or pedestals.
13. Typical subdivision where property line is 9' from back of curb and 10' Public Utility Easements (PUE).
14. Depth of gas measured from final grade.

REFERENCES

1. NESC rule 352, 353, 354

WASTEWATER NOTES:

WASTEWATER UEC CHARGES SHALL BE PAID AT THE TIME OF BUILDING PERMIT APPLICATION.

SANITARY SEWER NOTE:

NO FENCES, WALLS, OR OTHER STRUCTURES SHALL BE CONSTRUCTED WITHIN OR ACROSS SANITARY SEWER EASEMENTS

STREET LIGHTING NOTE:

PROPOSED LUMINAIRES SHALL BE METERED AND INCLUDE LED TYPE FIXTURES EQUIVALENT TO CONVENTIONAL 250 HIGH PRESSURE SODIUM. THE DESIGN AND FIXTURE TYPES SHALL BE REVIEWED AND APPROVED BY THE CITY OF SANTA FE TRAFFIC ENGINEERING DIVISION.

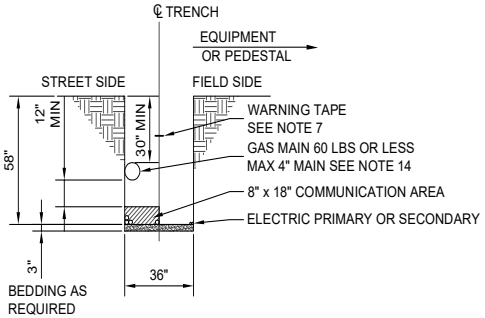
GENERAL NOTES:

GAS SERVICES AND METERS TO BE DESIGNED BY NEW MEXICO GAS COMPANY.

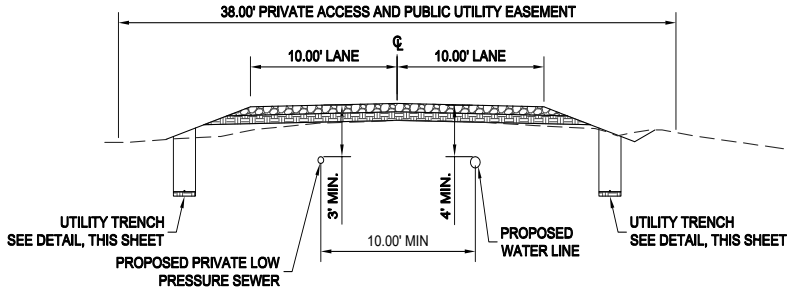
WATER SERVICES TO BE DESIGNED BY SANGRE DE CRISTO WATER COMPANY.

ELECTRIC TRANSFORMERS AND SERVICES TO BE DESIGNED BY PUBLIC SERVICE COMPANY OF NEW MEXICO.

CABLE TELEVISION SERVICE TO BE DESIGNED BY COMCAST.



TYPICAL JOINT TRENCH DETAIL



TYPICAL UTILITY LOCATION DETAIL

SCALE: N.T.S.

UTILITY CONTACT INFORMATION

COMPANY	CONTACT	PHONE NUMBER
PNM	AMANDA MONTANO	(505) 473-3241
CENTURY LINK	DOUG DALE	(505) 473-2194
COMCAST	DAVID AIKIN	(505) 438-1930
NM GAS COMPANY	FRANK ARAGON	(505) 470-0668
SANGRE DE CRISTO WATER COMPANY	BRIAN SNYDER	(505) 955-4277
CITY OF SANTA FE WASTE WATER DIVISION	STAN HOLLAND	(505) 955-4637

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

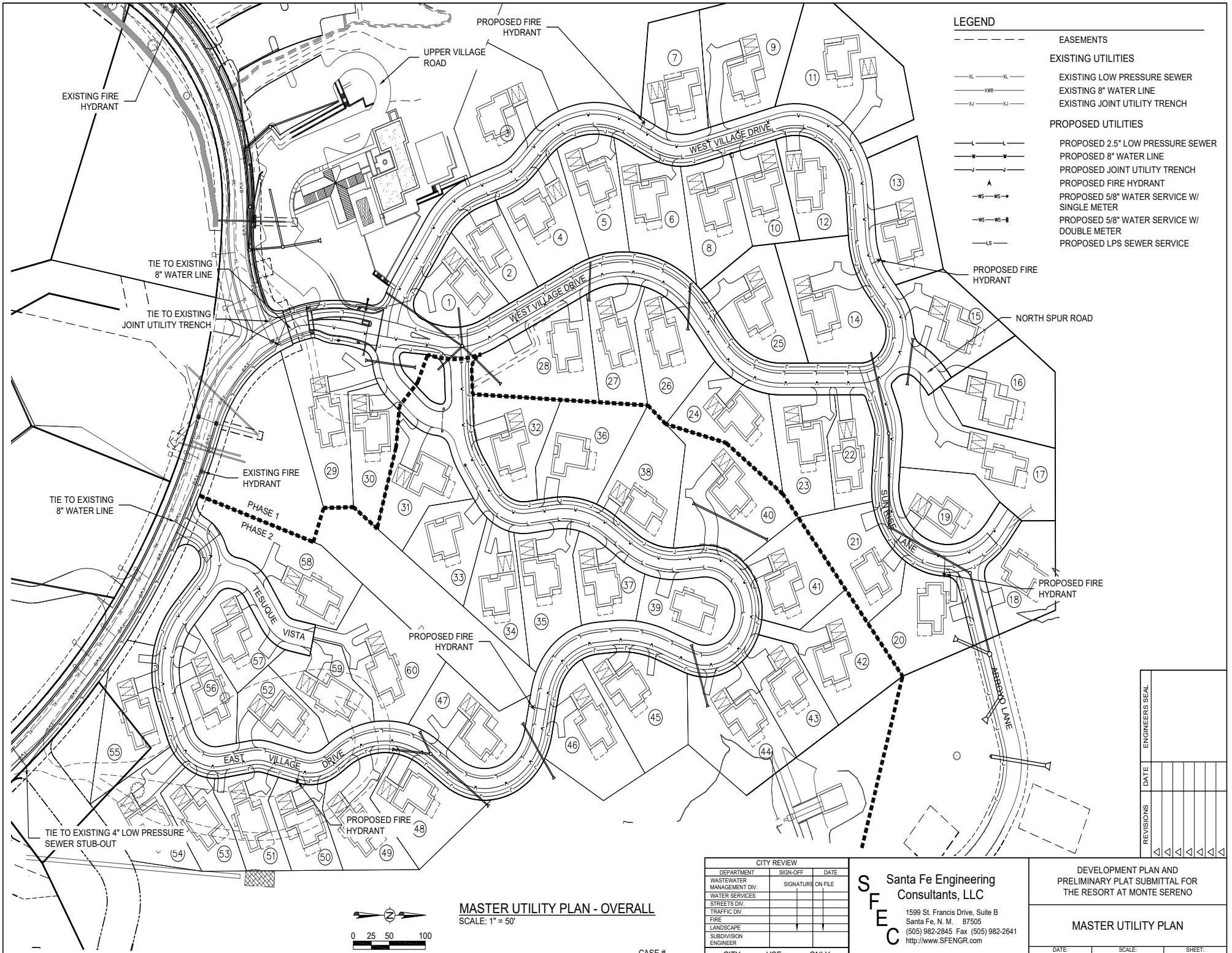
UTILITY NOTES AND DETAILS

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-200

ENGINEERS SEAL

DATE

REVISIONS



MASTER UTILITY PLAN - OVERALL

SCALE: 1" = 50'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

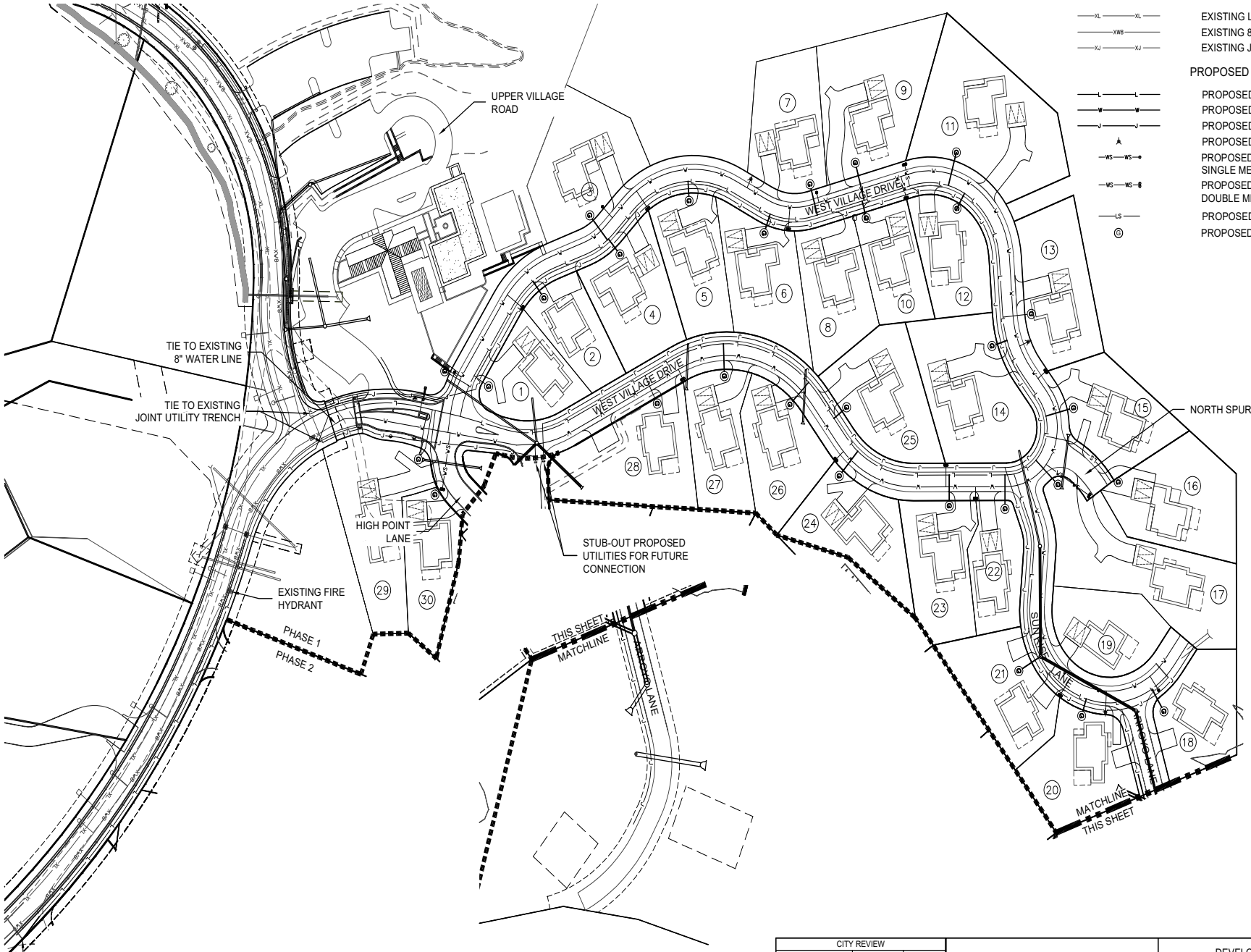
MASTER UTILITY PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-201

ENGINEERS SEAL

DATE

REVISIONS



MASTER UTILITY PLAN - PHASE 1

SCALE: 1" = 50'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

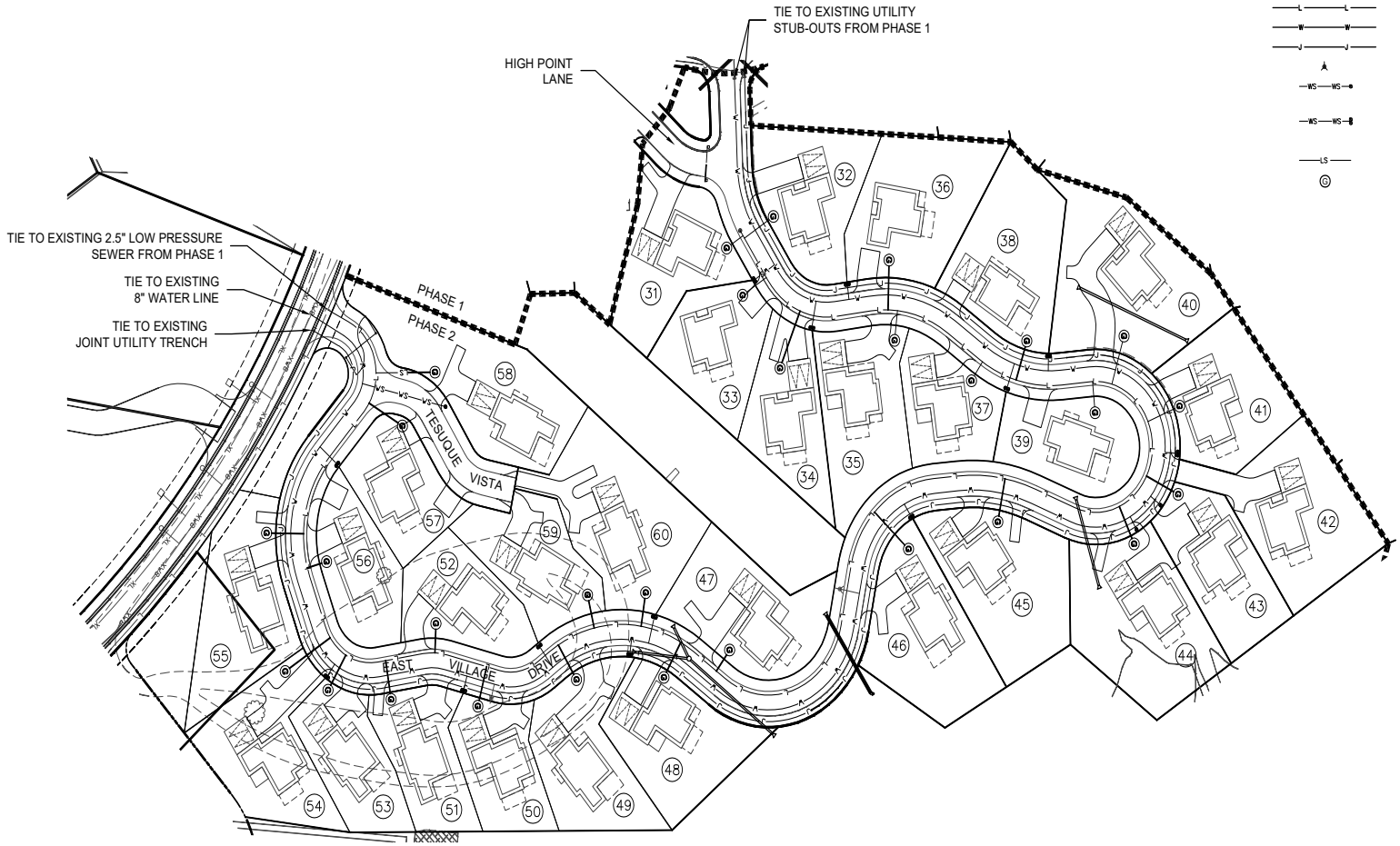
MASTER UTILITY PLAN - PHASE 1

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-202

ENGINEERS SEAL

DATE

REVISIONS



MASTER UTILITY PLAN - PHASE 2

SCALE: 1" = 50'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

MASTER UTILITY PLAN - PHASE 2

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-203

ENGINEERS SEAL

DATE

REVISIONS

GRADING NOTES

1. THE LIMITS OF CONSTRUCTION AND LOCATIONS OF THE CONTRACTORS STAGING AREAS SHALL BE IDENTIFIED BY THE CONTRACTOR AND APPROVED BY THE OWNER. THE LIMITS OF CONSTRUCTION SHALL BE CLEARLY DELINEATED AND SHALL BE THE MINIMUM REQUIRED TO MAINTAIN ALL WORKERS IN A SAFE CONDITION, TO PROVIDE ACCESS, AND TO MEET O.S.H.A. REGULATIONS.
2. CONTRACTOR IS REQUIRED TO PROVIDE DUST AND EROSION CONTROL PROTECTION.
3. GRADING SETBACKS TO EXTERIOR PROPERTY LINES ARE AS FOLLOWS:
   TOP OF VERTICAL SLOPE = ONE FIFTH THE VERTICAL HEIGHT OF CUT WITH A MINIMUM OF 2 FEET AND A MAXIMUM OF 15 FEET.
   TOE OF FILL SLOPE = ONE HALF THE HEIGHT OF THE SLOPE WITH A MINIMUM OF 2 FEET AND A MAXIMUM OF 15 FEET.
4. THE SURVEYOR SHALL VERIFY SETBACKS, TIE IN ELEVATIONS, AND TOPOGRAPHY WHEN STAKING PROJECT.
5. UNSUITABLE MATERIAL FROM SITE GRADING AND REMOVAL OPERATIONS, SHALL BE DISPOSED OF AT AN APPROVED LANDFILL.
6. ALL DISTURBED AREAS SHALL BE REVEGETATED AND COORDINATED WITH THE LANDSCAPING PLAN.
7. ALL FILL MATERIAL SHALL MEET THE REQUIREMENTS OF THE N.M.D.O.T. OR SITE SPECIFIC GEOTECHNICAL SPECIFICATIONS. THE FILL SHALL BE COMPACTED AS PER N.M.D.O.T. SPECIFICATIONS.
8. PROPERTY DEVELOPMENT MUST COMPLY WITH SECTION 14-8.12 (RELOCATION OF GUNNISON'S PRAIRIE DOGS).
9. PONDS SHALL BE LINED WITH FILTER FABRIC AND SLOPES SHALL BE LINED WITH 3"-5" COBBLE OR AS SHOWN ON THE APPROVED LANDSCAPE PLAN.
10. ALL EXTERIOR CONCRETE SIDEWALK ELEVATIONS AT DOOR OPENINGS SHALL BE 1/2" LOWER THAN THE FINISHED FLOOR SLAB ELEVATIONS.
11. THE MAXIMUM CROSS SLOPE OF WALKING SURFACES SHALL NOT EXCEED 2%.

CITY OF SANTA FE DRAINAGE NOTES

1. SUBJECT TO THE APPROVAL OF CITY OF SANTA FE PERMIT AND DEVELOPMENT REVIEW DIVISION STAFF. STORM DRAINAGE AND EROSION/SEDIMENT CONTROL IMPROVEMENTS SHALL BE EXECUTED IN CONJUNCTION WITH THE CONSTRUCTION OF EACH SEGMENT OF ROADS AND UTILITIES. THESE IMPROVEMENTS SHALL BE COMPLETED AND INSPECTED PRIOR TO THE ISSUANCE OF BUILDING PERMITS FOR INDIVIDUAL BUILDINGS.

2. MAINTENANCE OF PRIVATE DRAINAGE EASEMENTS AND DRAINAGE FACILITIES IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF SANTA FE IS HEREBY GRANTED THE RIGHT TO ACCESS AND INSPECT THESE EASEMENTS AND DRAINAGE FACILITIES AT THE DISCRETION OF THE CITY. THE OWNER AGREES TO INDEMNIFY AND TO HOLD HARMLESS FROM ALL DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE CITY'S REASONABLE EXERCISE TO THEIR ACCESS AND INSPECTION RIGHT. STORMWATER DRAINAGE FACILITIES AND EASEMENTS SHALL BE CLEARED AND MAINTAINED TO REMOVE SEDIMENT BUILD UP, TRASH, AND OTHER DEBRIS THAT CONTRIBUTE TO CLOGGING AND POLLUTION LOADING AND SHALL BE MANAGED IN ACCORDANCE WITH SFCC 13-2. SEASONAL INSPECTION, SPRING, FALL, AND AFTER SIGNIFICANT STORM EVENTS IS RECOMMENDED.

DUST CONTROL:

All onsite soil disturbing construction activities shall be addressed and provide measures to mitigate or control dust from being transported offsite and polluting neighboring properties.

Any person, owner, contractor, or operator who conducts earthmoving and/or dust generating activities is responsible for implementing Best Management Practices (BMPs) in order to mitigate off-property transport of fugitive dust emissions.

A plan, or storm water prevention plan (SWPPP) when applicable, listing the Best Management Practices (BMPs), shall be provided to the City Engineer or his designee for review and approval. The approved BMPs shall be applied to the graded and/or disturbed soil in order to stabilize the site.

The initial BMP shall address how the Contractor will minimize the amount of disturbed soil and how the Contractor will stabilize the disturbed surface area exposed to wind or vehicle traffic during construction.

Some BMPs shall include:

- The reduction of vehicle speeds: establish a maximum speed limit or install traffic calming devices to reduce speeds to a rate to mitigate off-property transport of dust entrained by vehicles.
- The minimization of drop height: Drivers and operators shall unload truck beds and loader or excavator buckets slowly and minimize drop height of materials to the lowest height possible, including screening operations.
- High winds restriction: temporarily halt work activities during high wind events greater than 30 mph if operations would result in off-property transport.
- Restrict access: restrict access to the work area to only authorized vehicles and personnel.

In the event the above practices are ineffective to prevent off-property transport, the contractor, owner, or operator shall use at least one or more of the following Best Management Practices (BMPS):

- Wet suppression: apply water to disturbed soil surfaces, backfill materials, screenings, and other dust generating operations as necessary and appropriate considering current weather conditions, and prevent water used for dust control from entering any public right-of-way, storm water drainage facility, or watercourse.
- Wind barrier: construct a fence or other type of wind barrier to prevent wind erosion of the graded or disturbed surface.
- Vegetation: plant vegetation appropriate for retaining soils or creating a wind break.
- Surface roughening: stabilize an active construction area during periods of inactivity or when vegetation cannot be immediately established.
- Cover: install cover materials such as tackifiers, erosion control blankets, gravel, vegetation (when appropriate), cold-millings, etc., during periods of inactivity and properly anchor the cover.
- Soil retention: stabilize disturbed or exposed soil surface areas that will be inactive for more than 30 days or while vegetation is being established.

CITY OF SANTA FE REQUIREMENTS

1. THE CITY OF SANTA FE TERRAIN MANAGEMENT REGULATIONS REQUIRE THAT PEAK DISCHARGE AFTER DEVELOPMENT MUST NOT EXCEED PEAK DISCHARGE BEFORE DEVELOPMENT. CITY CODE ALLOWS PASSIVE WATER HARVESTING TECHNIQUES, SWALES, BERMS, CHECK DAMS, VEGETATED GROUND COVER, PERMEABLE PAVEMENTS, TREE WELLS, DRY WELLS, CISTERNS, AND OTHER TECHNIQUES APPROPRIATE FOR RETAINING AND INFILTRATING WATER ON SITE. EXCESS RUNOFF FROM NEW IMPERVIOUS AREAS (ROOFS, SIDEWALKS, PATIOS, ETC.) WILL BE MITIGATED BY TEMPORARY DETENTION IN LANDSCAPED PONDING AREAS AND SWALES.

   PRE DEVELOPED PEAK DISCHARGE = 226 CFS
   POST DEVELOPED PEAK DISCHARGE = 195 CFS

2. AT THE TIME OF PERMITTING, ALL REQUIREMENTS OF SFCC 14-8.2 TERRAIN AND STORMWATER MANAGEMENT MUST BE MET.

POND INFORMATION

NAME	BASIN	VOLUME (CF)
POND 3	Q2	709
POND 4	Q3	2,393
POND 6	Q11	2,255
POND 8	Q18	9,198
POND 10	Q14	3,391
POND 1E	Q5E	4,464
POND 5E	POND 5 EX	108,233
POND 14	Q24	84,266
TOTAL POND VOLUME PROVIDED		214,909

EARTHWORK NOTES:

1. ALL WORK SHALL CONFORM TO THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT OR AS NOTED IN THE NMDOT SSHBC.
2. APPROXIMATE UNADJUSTED EARTHWORK VOLUMES (NOT INCLUDING SUB/OVER EXCAVATION IF REQUIRED):

   CUT = 19,500 C.Y.
   FILL = 38,900 C.Y.

I CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE PROJECT WAS BUILT IN ACCORDANCE WITH THE SPECIFICATIONS AND THAT THESE RECORD DRAWINGS ARE TRUE AND CORRECT TO THE BEST OF MY BELIEF.

_____
ERIC A. CORNELIUS, N.M.P.E. NO. 22790
SANTA FE ENGINEERING CONSULTANTS, LLC.

ENGINEER'S SEAL

DATE

REVISIONS

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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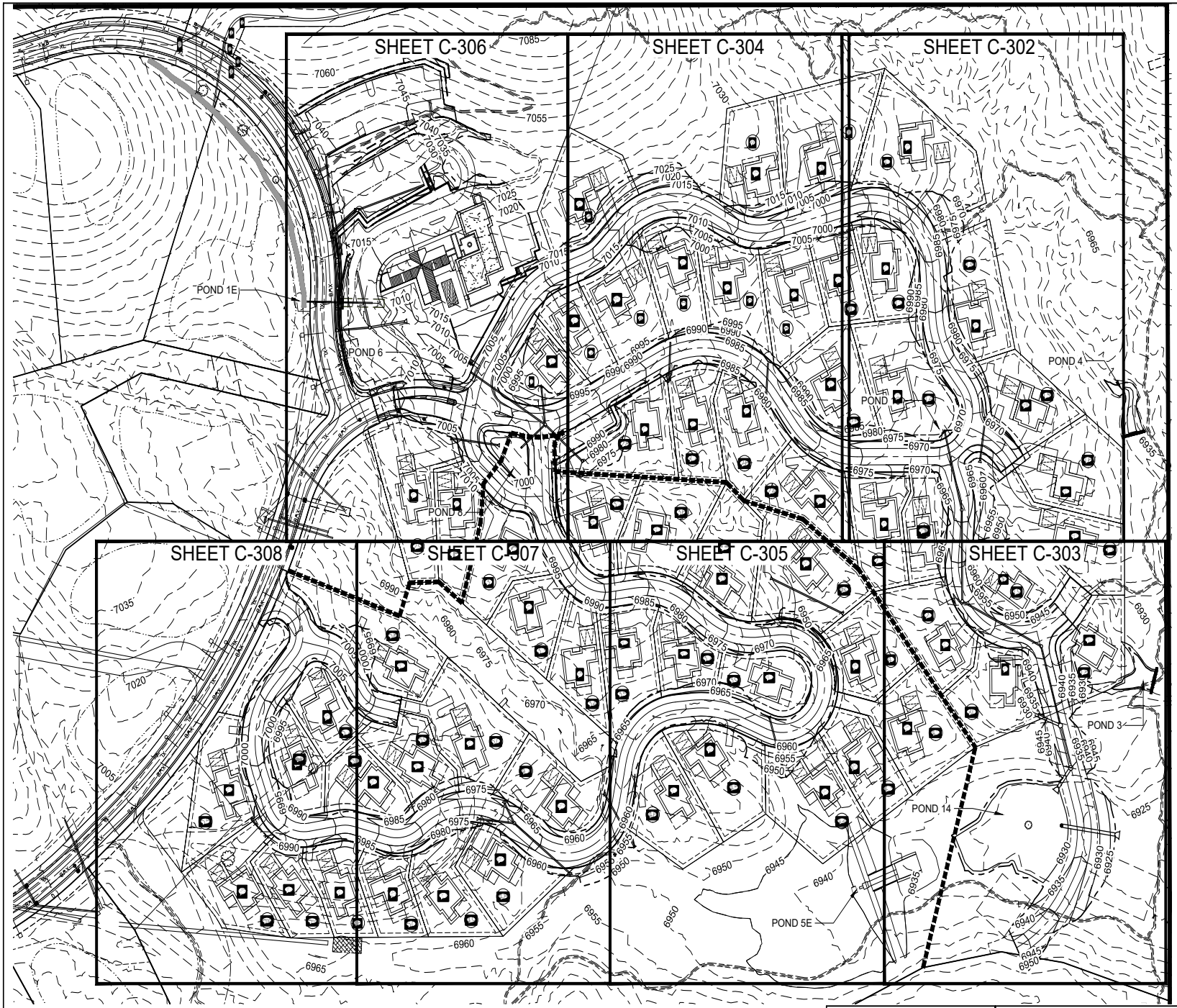
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

GRADING AND DRAINAGE NOTES

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-300



POND INFORMATION

NAME	BASIN	VOLUME (CF)
POND 3	Q2	709
POND 4	Q3	2,393
POND 6	Q11	2,255
POND 8	Q18	9,198
POND 10	Q14	3,391
POND 1E	Q5E	4,464
POND 5E	POND 5 EX	108,233
POND 14	Q24	84,266
TOTAL POND VOLUME PROVIDED		214,909

ENGINEER'S SEAL

DATE

REVISIONS

N

0 30 60 120

SCALE: 1" = 60'

GRADING AND DRAINAGE PLAN OVERALL

SCALE: 1" = 60', CONTOUR INTERVAL = 5'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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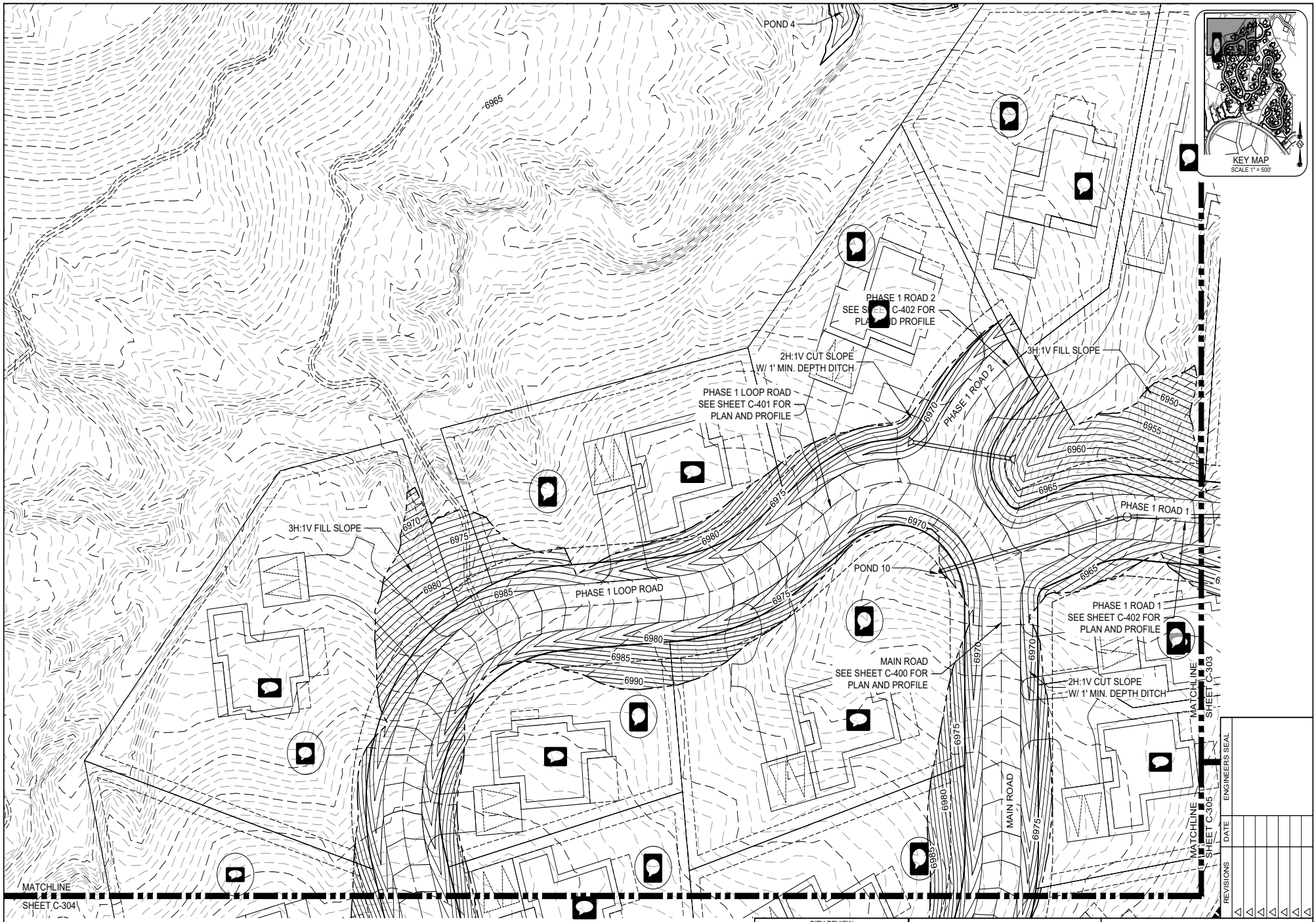
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

GRADING AND DRAINAGE PLAN OVERALL

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 60'	C-301



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
	RETAINING WALL	TOW:	FINISHED GROUND AT TOP OF WALL
	PROPERTY LINE / ROW	BOW:	FINISHED GROUND BOTTOM OF WALL
FF ELEV:	FINISHED FLOOR ELEVATION	STEP:	ELEVATION AT TOP / BOTTOM OF STEP

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

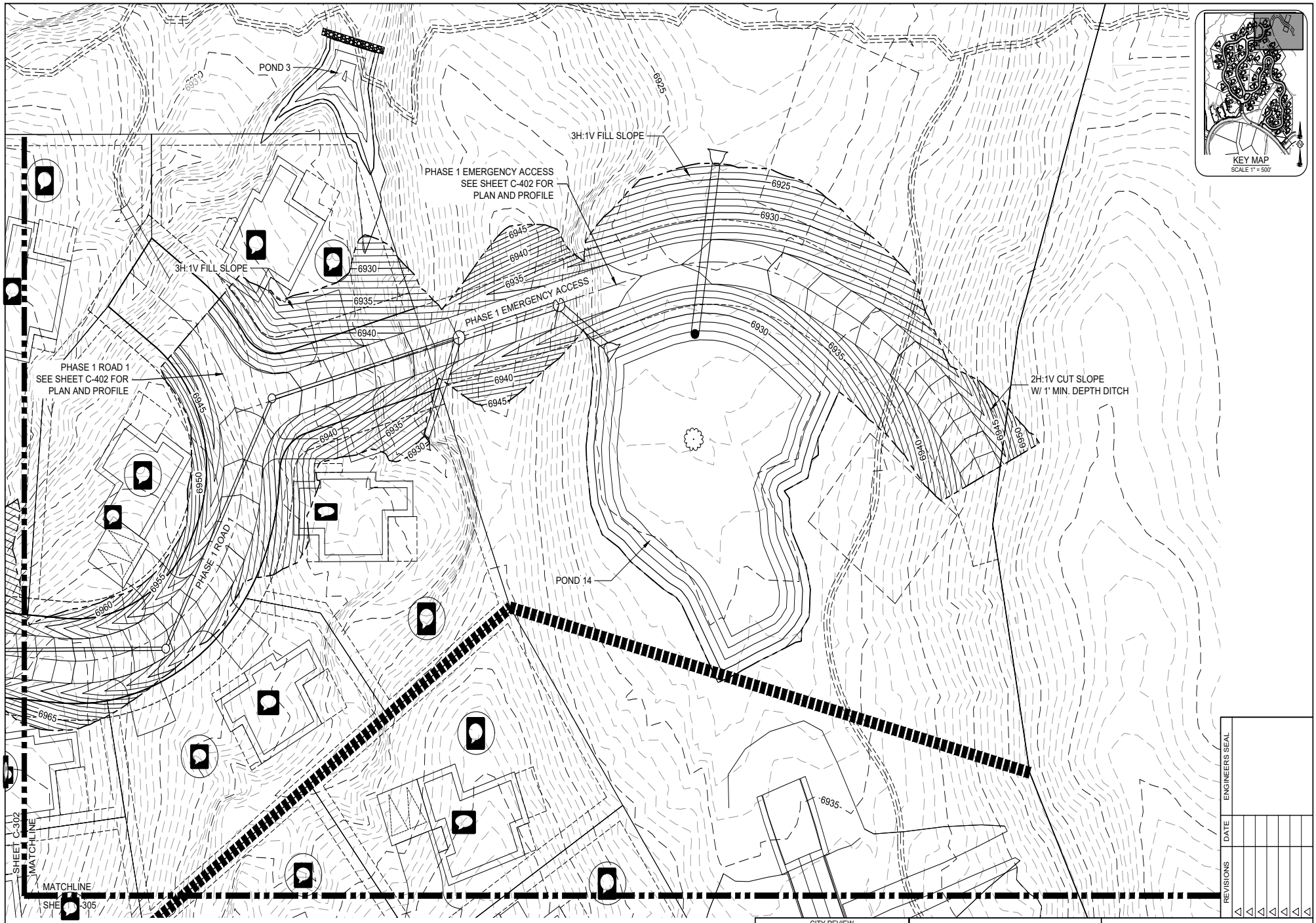
DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-302

ENGINEER'S SEAL

DATE

REVISIONS



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
	RETAINING WALL	TOW:	FINISHED GROUND AT TOP OF WALL
	PROPERTY LINE / ROW	BOW:	FINISHED GROUND BOTTOM OF WALL
FF ELEV:	FINISHED FLOOR ELEVATION	STEP:	ELEVATION AT TOP / BOTTOM OF STEP

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

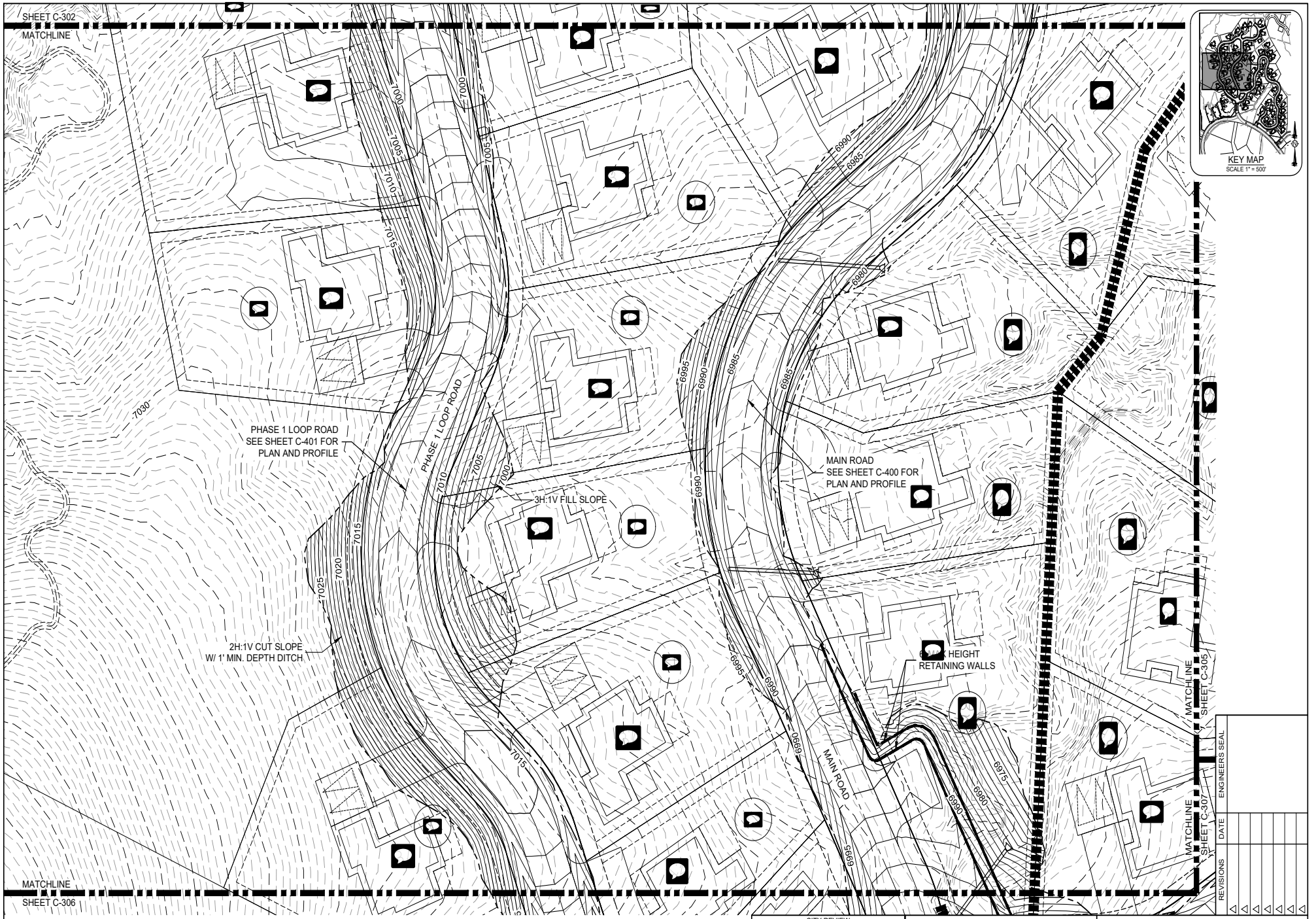
DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-303

ENGINEER'S SEAL

DATE

REVISIONS



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
	RETAINING WALL	TOW:	FINISHED GROUND AT TOP OF WALL
	PROPERTY LINE / ROW	BOW:	FINISHED GROUND BOTTOM OF WALL
FF ELEV:	FINISHED FLOOR ELEVATION	STEP:	ELEVATION AT TOP / BOTTOM OF STEP

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

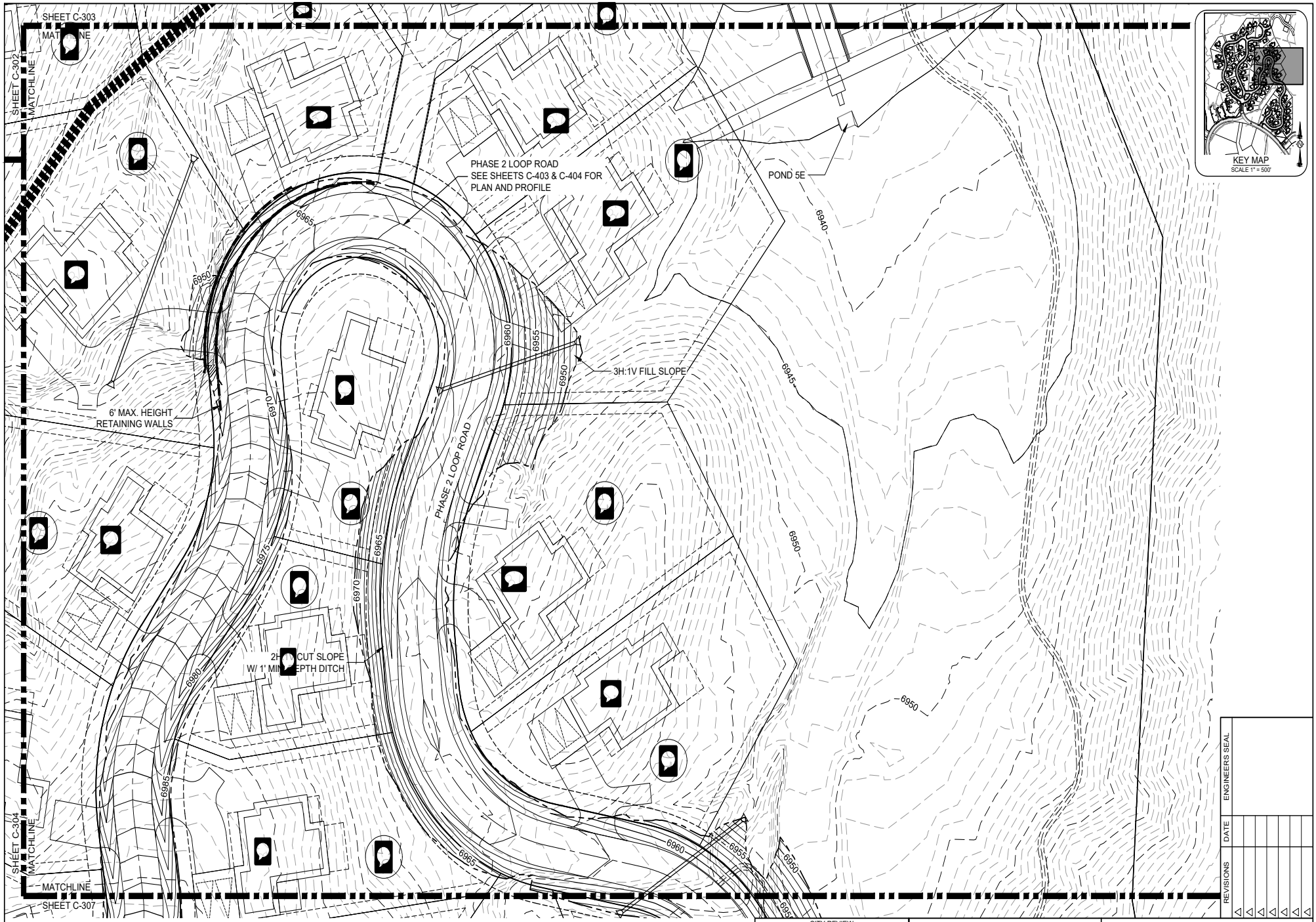
DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-304

ENGINEER'S SEAL

DATE

REVISIONS



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
	RETAINING WALL	TOW:	FINISHED GROUND AT TOP OF WALL
	PROPERTY LINE / ROW	BOW:	FINISHED GROUND BOTTOM OF WALL
FF ELEV:	FINISHED FLOOR ELEVATION	STEP:	ELEVATION AT TOP / BOTTOM OF STEP

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-305

ENGINEER'S SEAL

DATE

REVISIONS



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
	RETAINING WALL	TOW:	FINISHED GROUND AT TOP OF WALL
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FF ELEV:	FINISHED FLOOR ELEVATION	STEP:	ELEVATION AT TOP / BOTTOM OF STEP

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
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TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

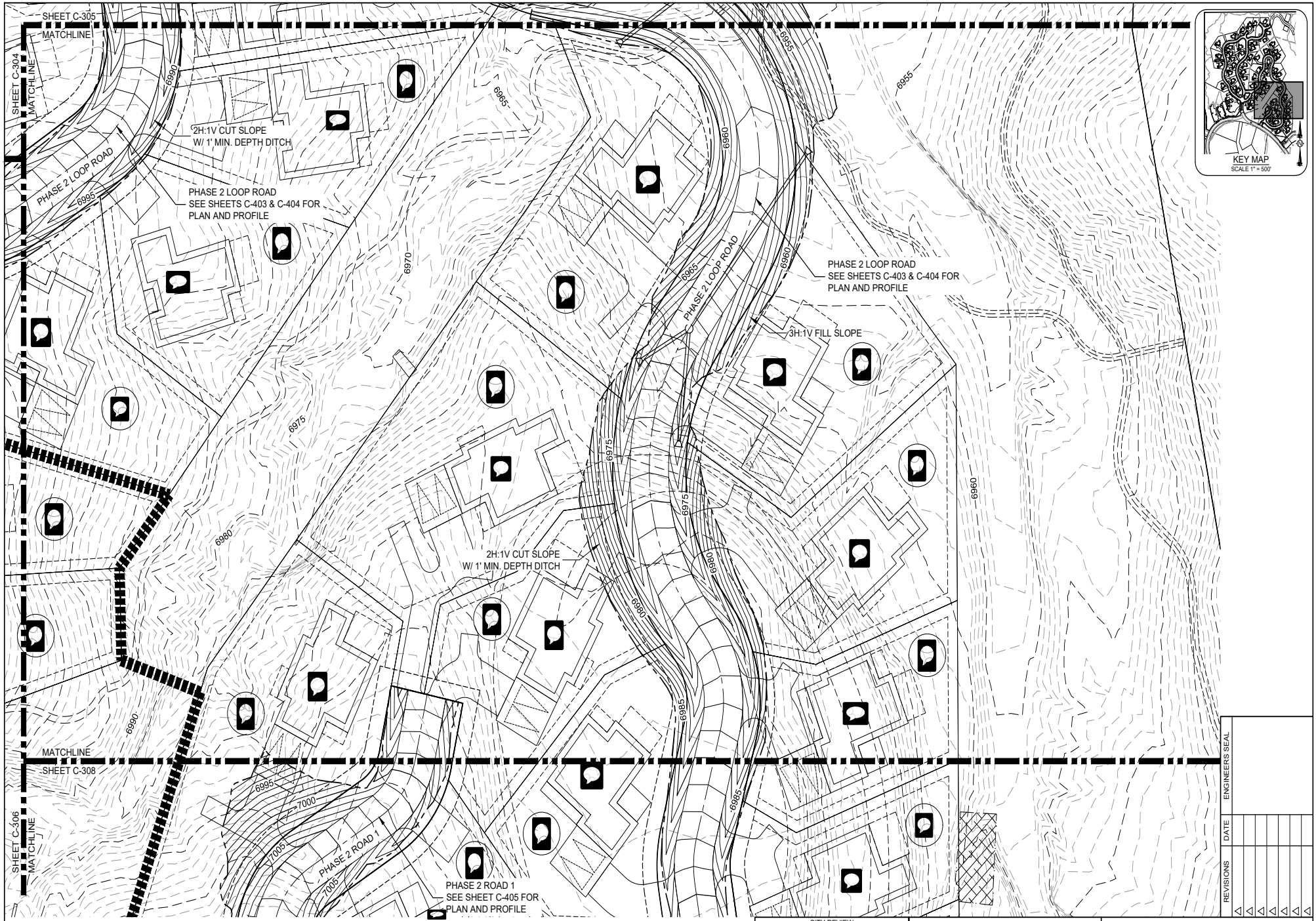
DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-306

ENGINEER'S SEAL

DATE

REVISIONS



GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
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CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
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WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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DEVELOPMENT PLAN AND
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THE RESORT AT MONTE SERENO

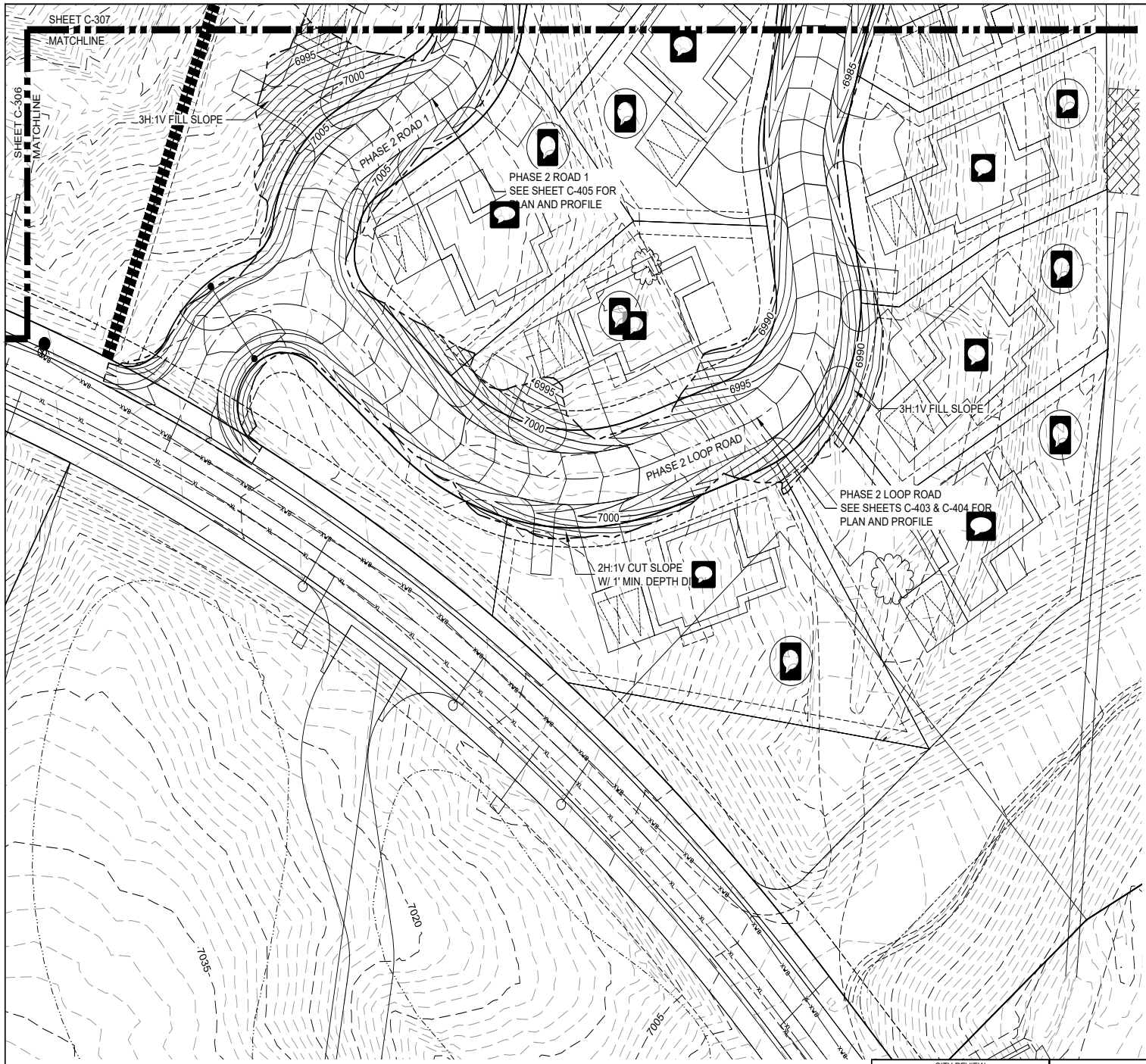
DETAILED GRADING AND DRAINAGE PLAN

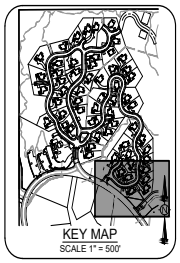
DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-307

ENGINEER'S SEAL

DATE

REVISIONS





GRADING AND DRAINAGE PLAN

SCALE: 1" = 20', CONTOUR INTERVAL = 1'

0 10 20 40

SCALE: 1" = 20'

LEGEND

	FINISHED CONTOUR	TOR/BOR:	TOP / BOTTOM OF RAMP ELEVATION
	EXISTING CONTOUR	TOC:	TOP OF CONCRETE ELEVATION
	DIRECTION OF FLOW	INV:	INVERT / FLOWLINE ELEVATION
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CASE # _____

CITY REVIEW		
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WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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TRAFFIC DIV.		
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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

DETAILED GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 20'	C-308

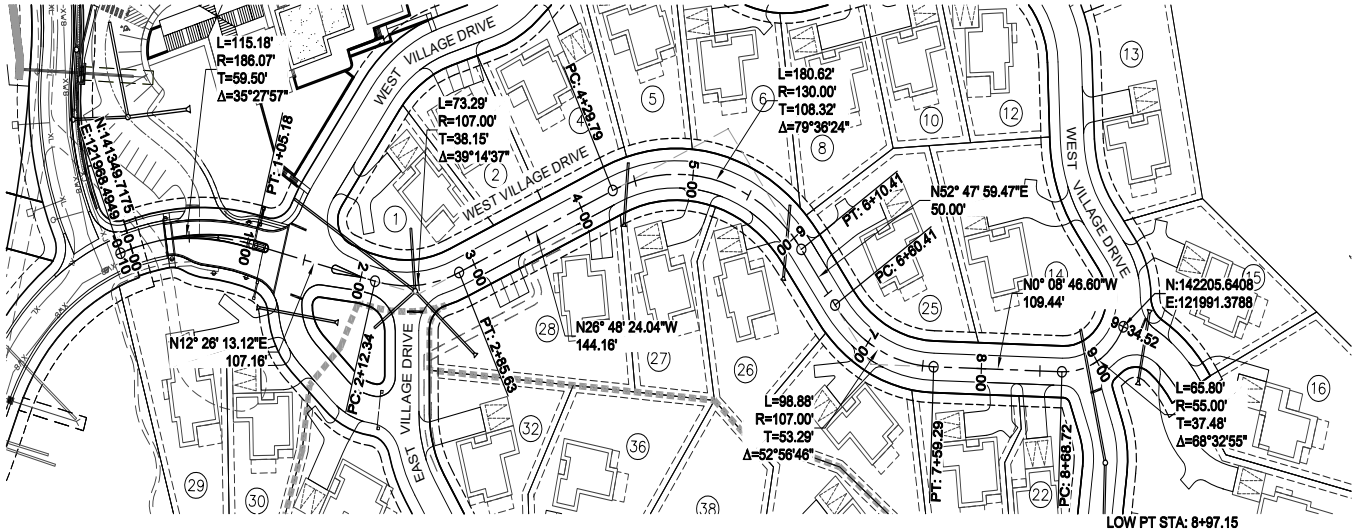
ENGINEER'S SEAL

DATE

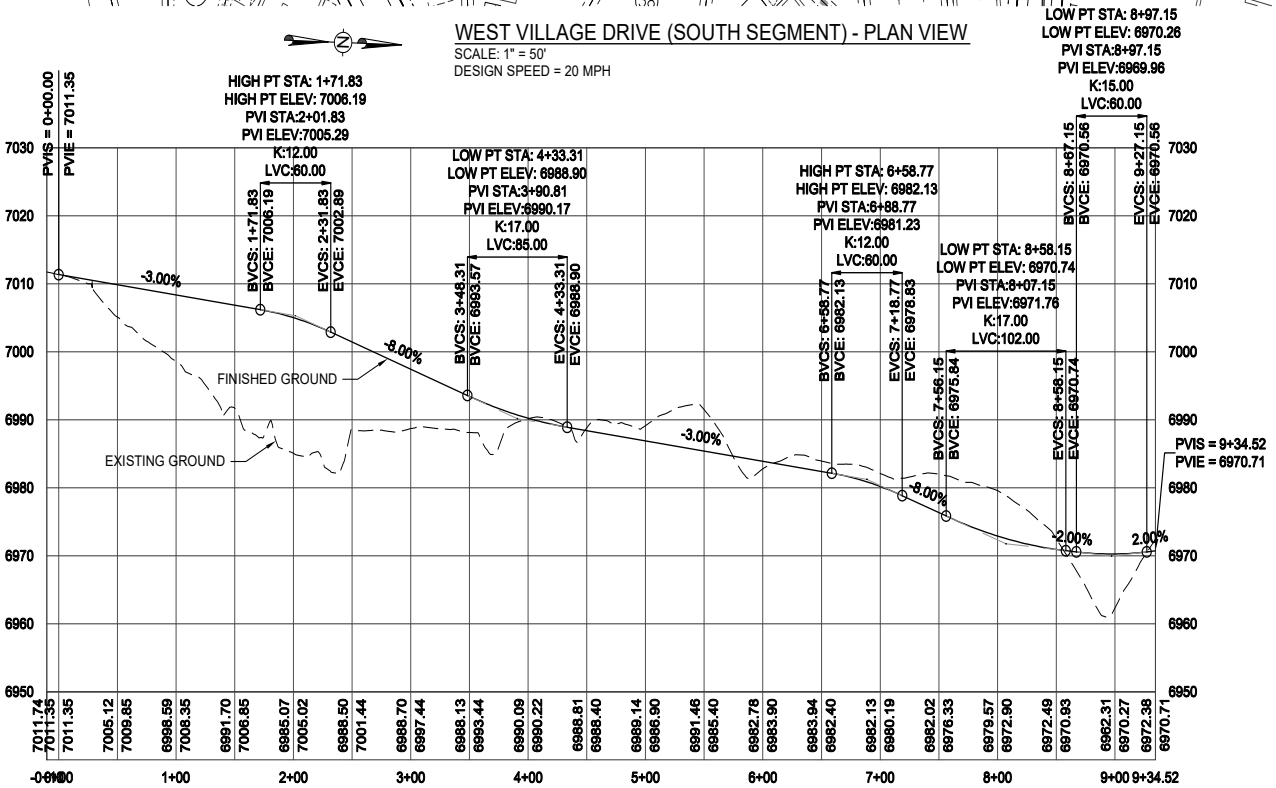
REVISIONS



KEYMAP
SCALE: 1" = 300'



WEST VILLAGE DRIVE (SOUTH SEGMENT) - PLAN VIEW
SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



WEST VILLAGE DRIVE (SOUTH SEGMENT) - PROFILE VIEW
SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

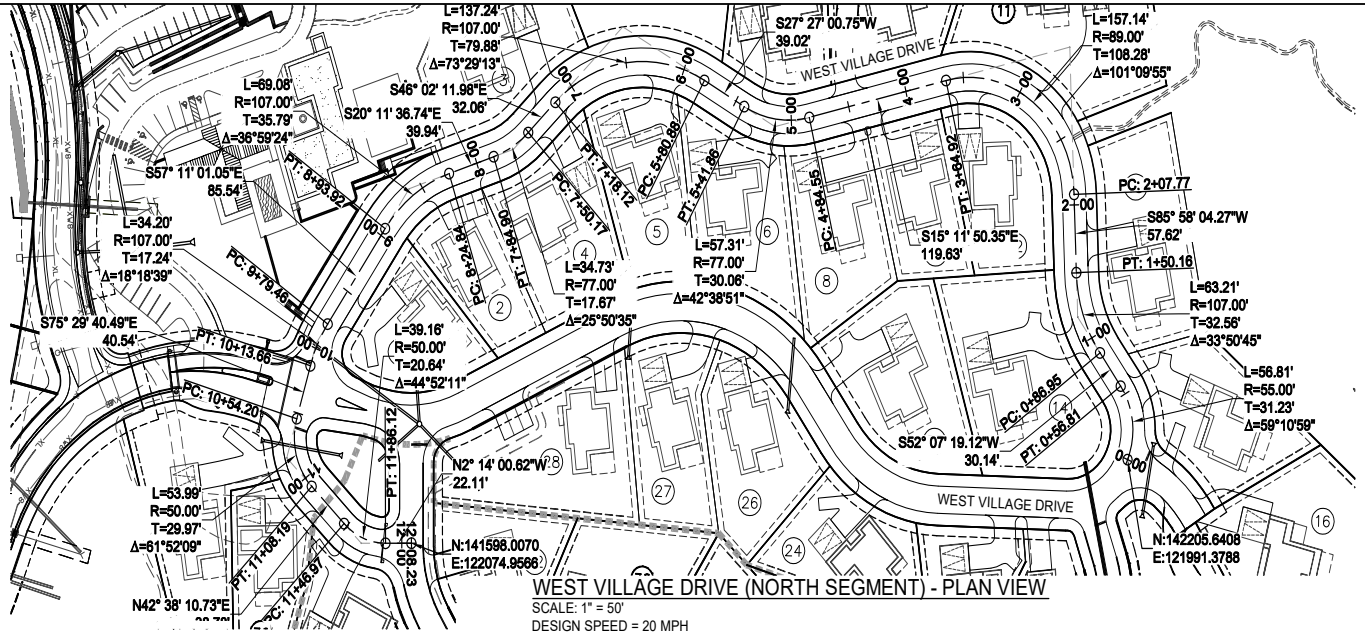
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY PLAN AND PROFILES

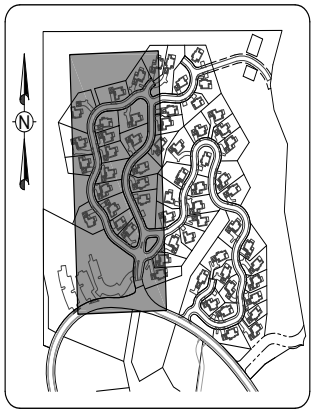
DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-400

ENGINEERS SEAL
DATE
REVISIONS

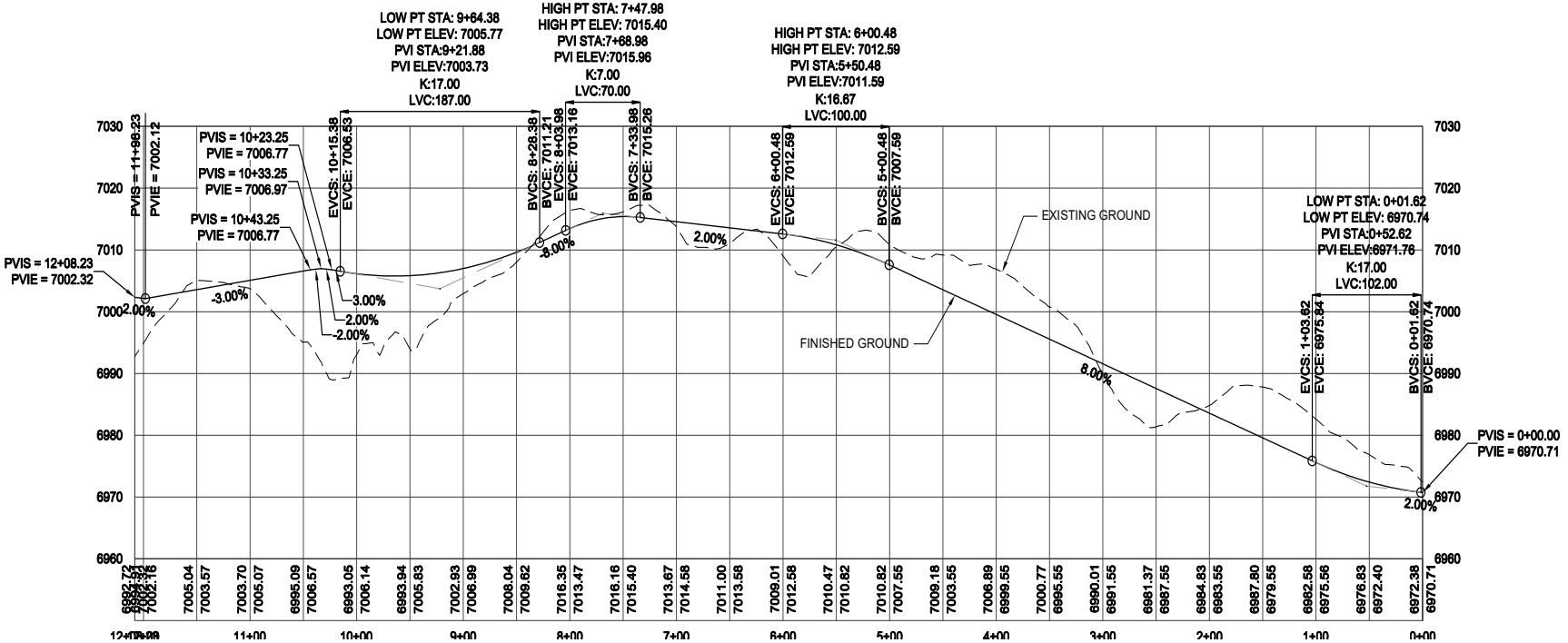


WEST VILLAGE DRIVE (NORTH SEGMENT) - PLAN VIEW

SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



KEYMAP
SCALE: 1" = 300'



WEST VILLAGE DRIVE (NORTH SEGMENT) - PROFILE VIEW

SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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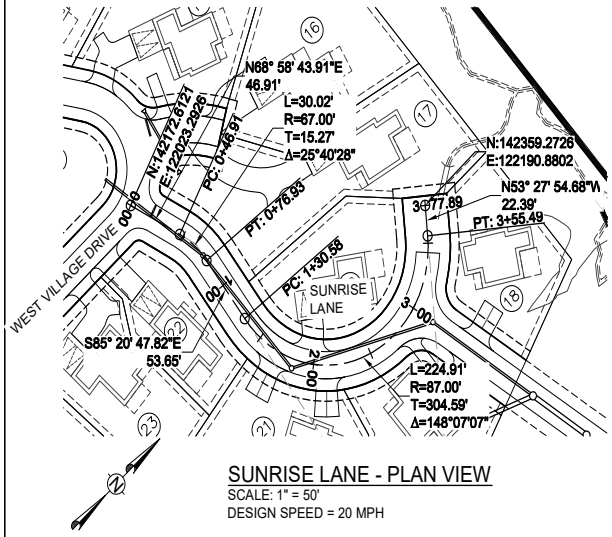
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY PLAN AND PROFILES

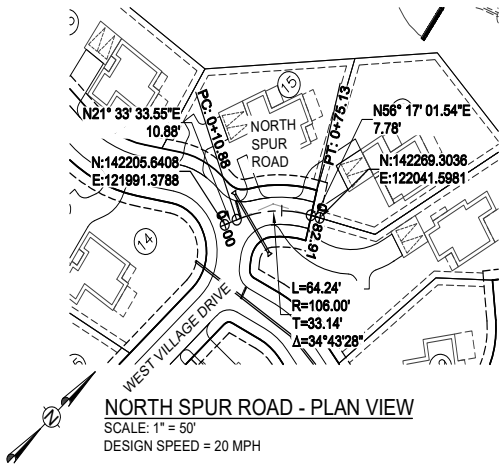
DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-401

ENGINEERS SEAL

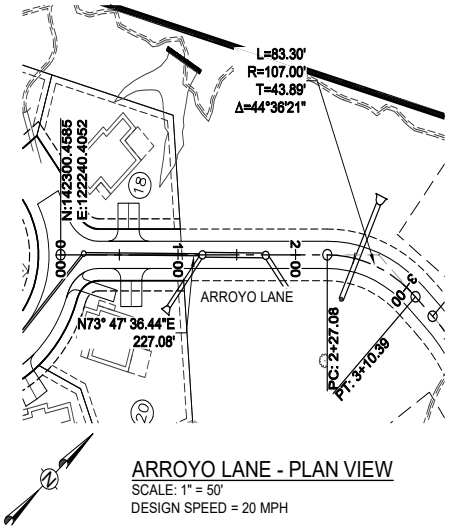
REVISIONS	DATE



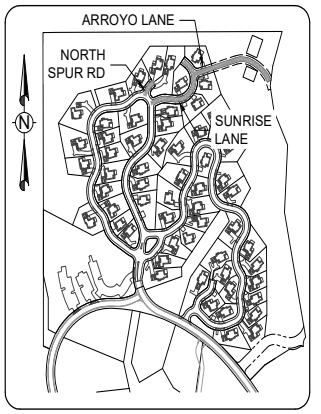
SUNRISE LANE - PLAN VIEW
SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



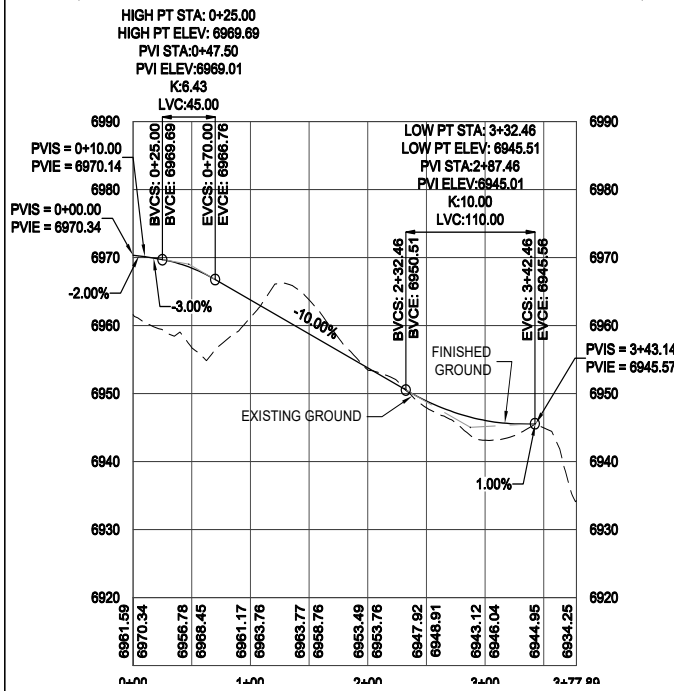
NORTH SPUR ROAD - PLAN VIEW
SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



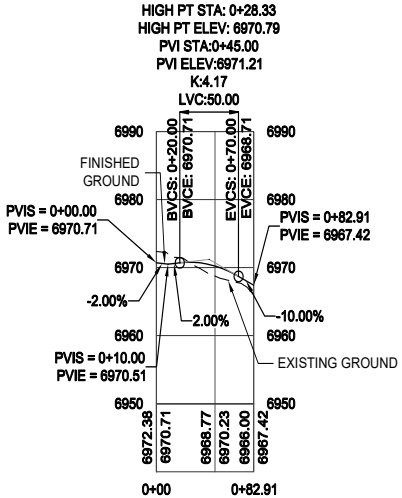
ARROYO LANE - PLAN VIEW
SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



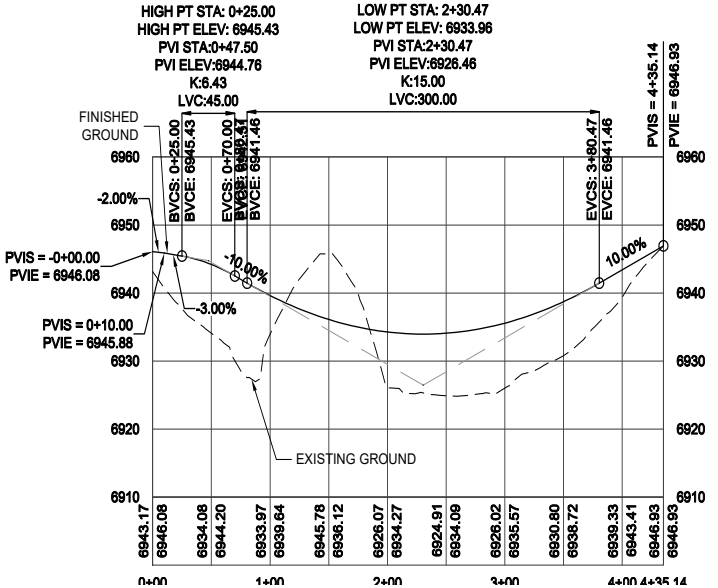
KEYMAP
SCALE: 1" = 300'



SUNRISE LANE - PROFILE VIEW
SCALE HORIZ: 1" = 50'
VERT: 1" = 10'



NORTH SPUR ROAD - PROFILE VIEW
SCALE HORIZ: 1" = 50'
VERT: 1" = 10'



ARROYO LANE - PROFILE VIEW
SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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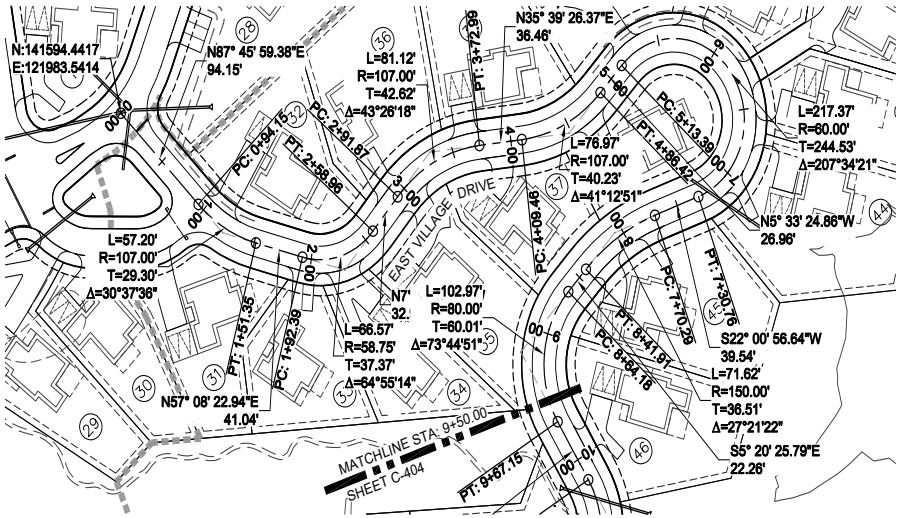
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY PLAN AND PROFILES

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-402

ENGINEERS SEAL
DATE
REVISIONS



EAST VILLAGE DRIVE - PLAN VIEW

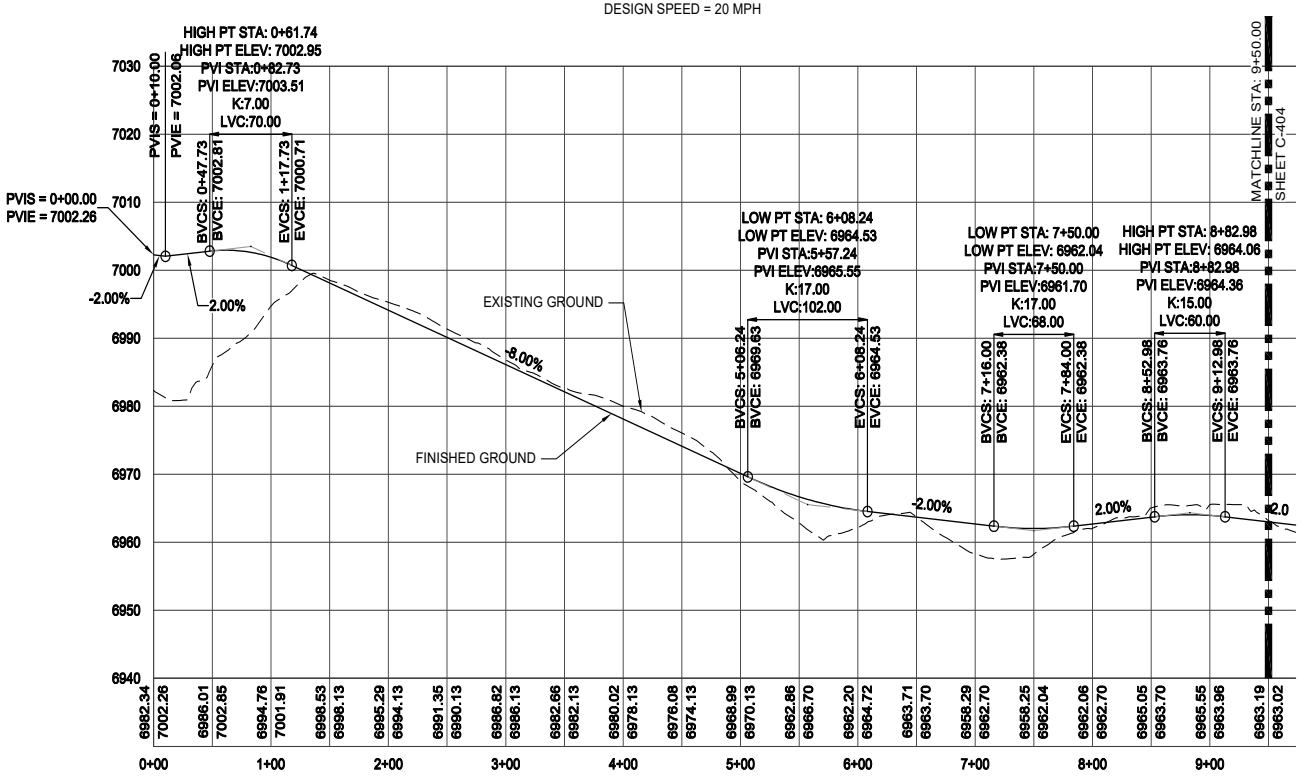
SCALE: 1" = 50'

DESIGN SPEED = 20 MPH



KEYMAP

SCALE: 1" = 300'



EAST VILLAGE DRIVE - PROFILE VIEW

SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

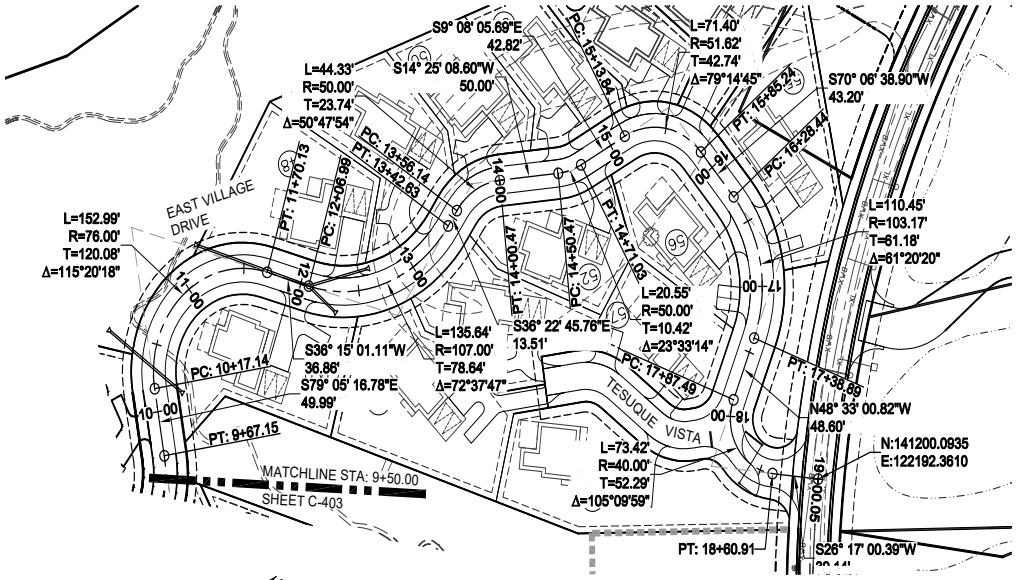
ROADWAY PLAN AND PROFILES

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-403

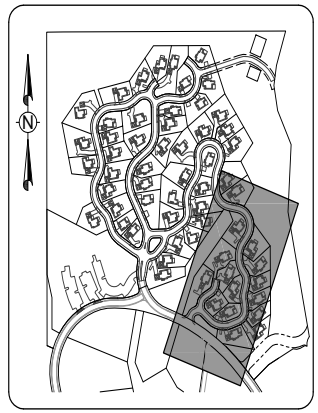
ENGINEERS SEAL

DATE

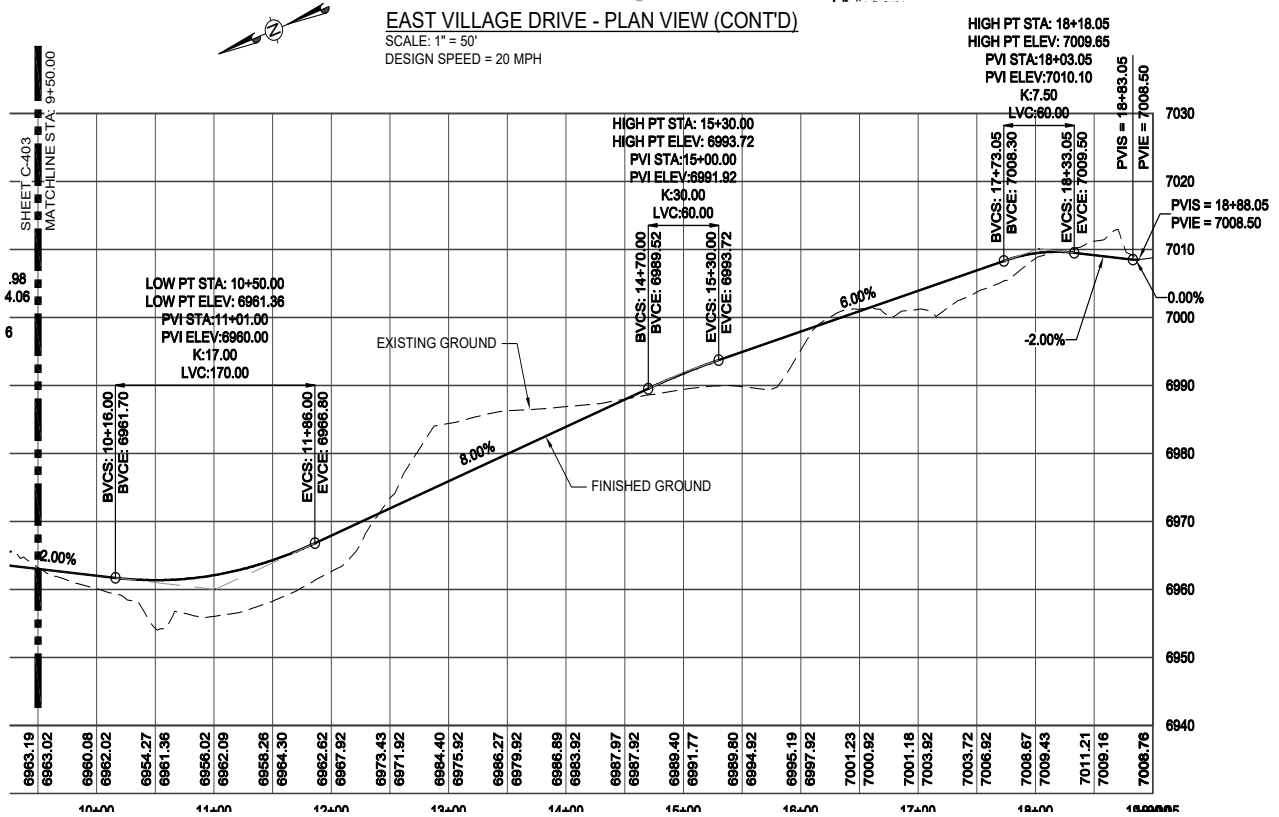
REVISIONS



EAST VILLAGE DRIVE - PLAN VIEW (CONT'D)
SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



KEYMAP
SCALE: 1" = 300'



EAST VILLAGE DRIVE - PROFILE VIEW (CONT'D)
SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

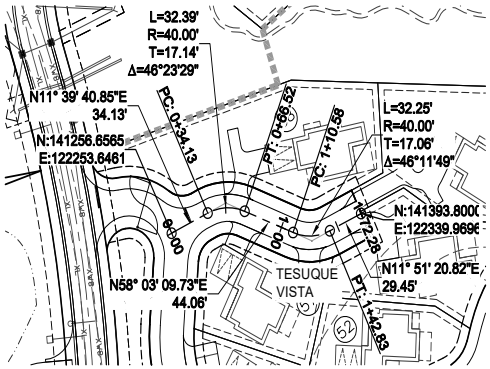
ROADWAY PLAN AND PROFILES

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-404

ENGINEERS SEAL

DATE

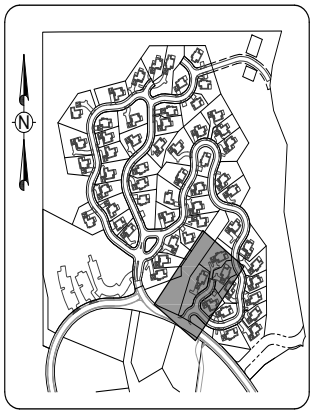
REVISIONS





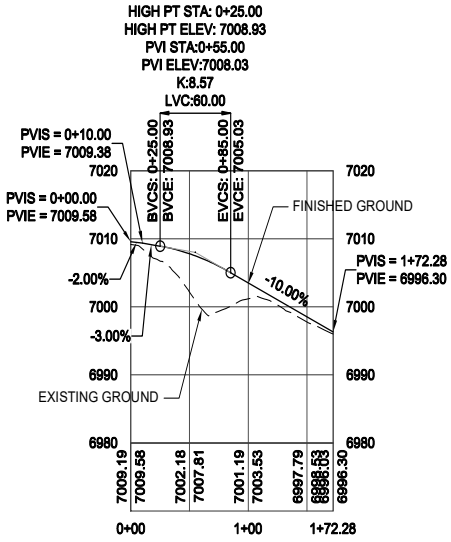
TESUQUE VISTA - PLAN VIEW

SCALE: 1" = 50'
DESIGN SPEED = 20 MPH



KEYMAP

SCALE: 1" = 300'



TESUQUE VISTA - PROFILE VIEW

SCALE HORIZ: 1" = 50'
VERT: 1" = 10'

0 25 50 100
SCALE: 1" = 50'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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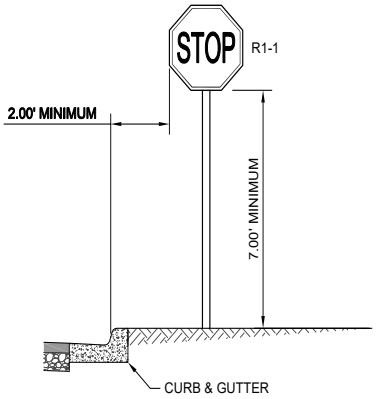
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY PLAN AND PROFILES

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 50'	C-405

REVISIONS	DATE	ENGINEERS SEAL



TYPICAL SIGN PLACEMENT
SCALE: N.T.S.

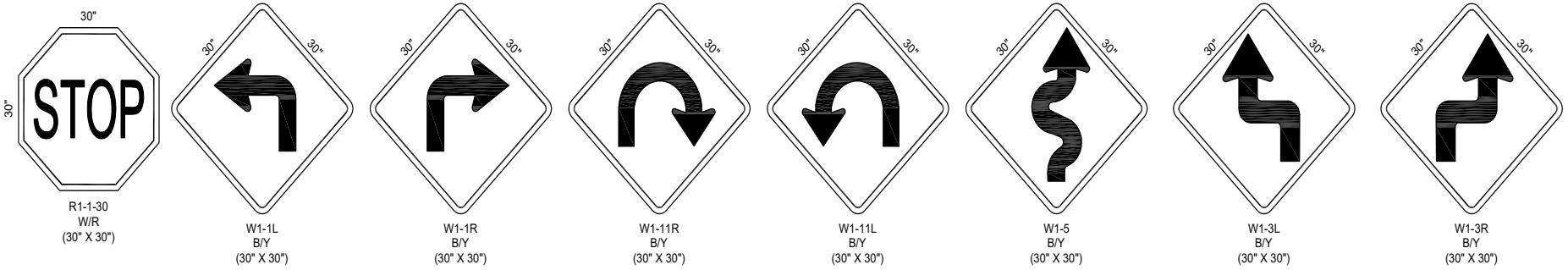
CITY OF SANTA FE SIGNING AND STRIPING NOTES:

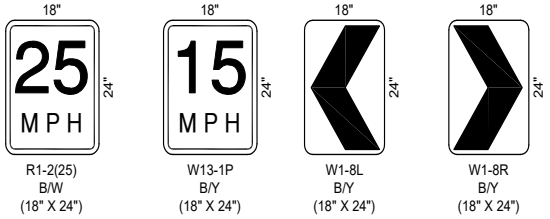
SIGN AND POST REQUIREMENTS

1. ALL ALUMINUM PANEL SIGNING AND STEEL POSTS SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); *CURRENT* EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (SSHBC).
2. ALL SIGNING SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - *CURRENT* EDITION.
3. SIGNPOSTS WITH APPROVED BREAKAWAY DEVICE SHALL BE "MARION" BRAND 4 LB. / FT. U CHANNEL - BLACK; NO SUBSTITUTES ALLOWED.
4. SIGN SHEETING SHALL BE "3M" BRAND HIGH INTENSITY; NO SUBSTITUTIONS ALLOWED.
5. SIGN HEIGHT SHALL BE A MINIMUM OF 7' HIGH FROM THE BOTTOM OF THE LOWEST SIGN ABOVE THE TOP OF CURB, UNLESS OTHERWISE NOTED; AND SHALL BE PLACED IN ACCORDANCE WITH NMDOT STANDARD DRAWINGS AND SPECIFICATIONS.
6. STREET NAME LETTERING SHALL COMPLY WITH THE STANDARDS IN THE CURRENT EDITION OF THE MUTCD; THAT IS THE LETTERING SHALL BE LOWER CASE LETTERS WITH UPPERCASE INITIAL LETTERS.

STRIPING AND PAINT NOTES

1. ALL RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE SHALL BE 380 IES BY "3M", NO SUBSTITUTIONS.
2. STOP BARS SHALL BE A MINIMUM 12" WIDE; WHITE RETROREFLECTIVE PREFORMED PATTERED PAVEMENT STRIPE; AND SHALL BE 380 IES BY "3M", NO SUBSTITUTIONS.
3. CROSSWALK STRIPES SHALL BE 12" WIDE; WHITE RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE, ARRANGED IN A CONTINENTAL PATTERN, THAT IS, LONGITUDINAL LINES PARALLEL TO THE FLOW OF TRAFFIC AND ARRANGED TO AVOID WHEEL PATHS, (MUTCD P. 384, SECTION 3B.18); AND SHALL BE 380 IES BY "3M", NO SUBSTITUTIONS.
4. ALL RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT MARKINGS (WORD OR SYMBOL) SHALL BE 380 IES BY "3M", NO SUBSTITUTIONS.
5. *RETRO-REFLECTORIZED PAINTED PAVEMENT MARKING STRIPES* - FOR HIGH-BUILT *PAINT*, USE TWO COATS AND FOR REGULAR PAINT USE THREE COATS. (DOUBLE APPLICATION TO BE APPLIED WITHIN 14 DAYS.)
6. ALL STRIPING SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) - CURRENT EDITION, AND THE NMDOT SSHBC.





PROPOSED SIGN FACE DETAILS

REVISIONS	DATE	ENGINEERS SEAL

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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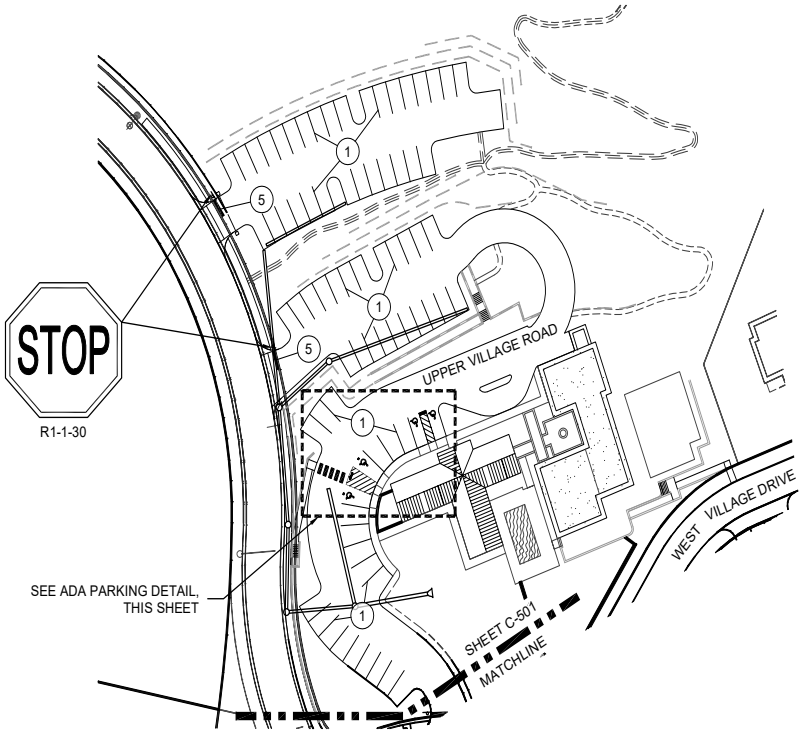
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

SIGNING AND STRIPING NOTES AND DETAILS

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-500

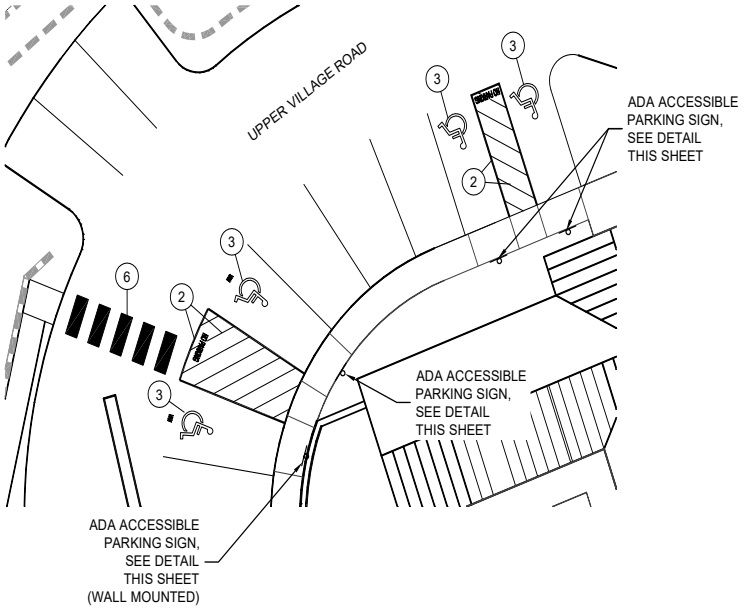


SIGNING AND STRIPING PLAN

SCALE: 1" = 40'

0 20 40 80

SCALE: 1" = 40'

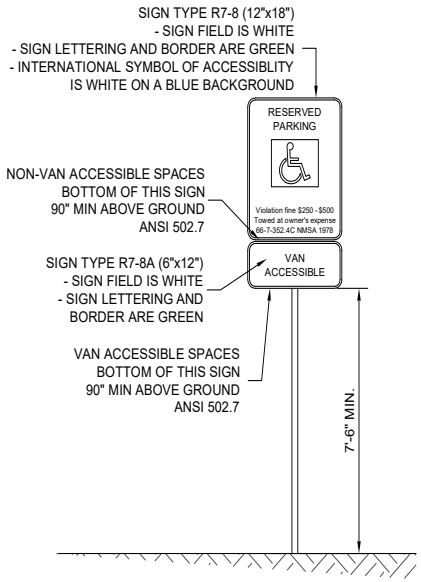


ADA PARKING DETAIL

SCALE: 1" = 10'

0 5 10 20

SCALE: 1" = 10'



ACCESSIBLE SIGN DETAIL

SCALE: N.T.S.

STRIPING KEY	#
RETROREFLECTORIZED PAINTED PAVEMENT MARKING STRIPE - 4" SOLID BLUE [PAINT] (DOUBLE APPLICATION TO BE APPLIED WITHIN 14 DAYS)	1
RETROREFLECTORIZED PAINTED PAVEMENT MARKING STRIPE - 4" SOLID BLUE [PAINT] (DOUBLE APPLICATION TO BE APPLIED WITHIN 14 DAYS)	2
HOT THERMO PRE-FORMED ADA ACCESSIBLE PAVEMENT MARKING	3
RETROREFLECTORIZED PAINTED PAVEMENT MARKING STRIPE - 4" SOLID WHITE [PAINT] (DOUBLE APPLICATION TO BE APPLIED WITHIN 14 DAYS)	4
RETROREFLECTORIZED PRE-FORMED PAVEMENT MARKING STOP BAR - 12" SOLID WHITE [TAPE]	5
RETROREFLECTORIZED PRE-FORMED PAVEMENT MARKING - 24" SOLID WHITE [TAPE]	6

REVISIONS	DATE	ENGINEERS SEAL

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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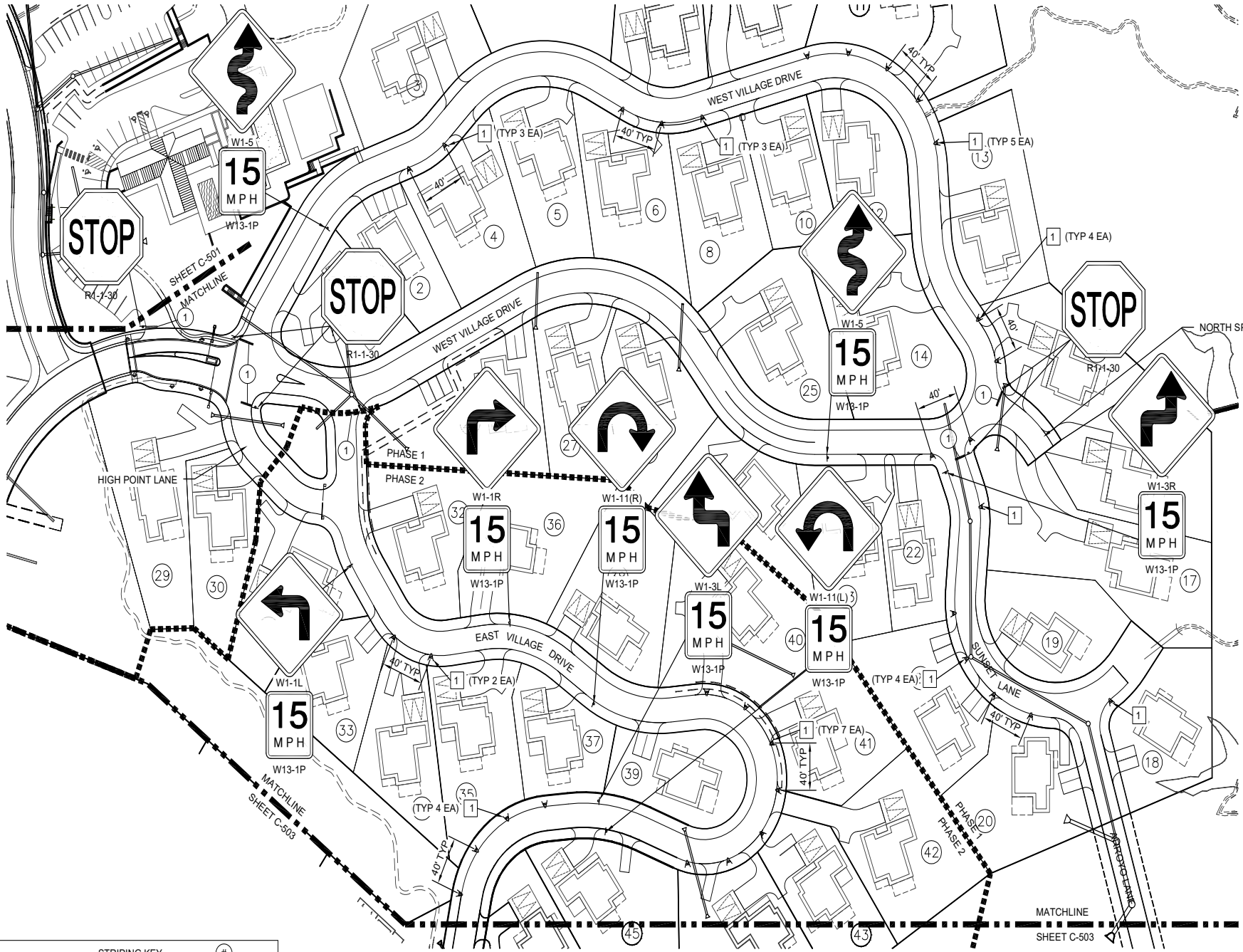
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

SIGNING AND STRIPING PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	AS NOTED	C-501



STRIPING KEY	#
RETROREFLECTORIZED PRE-FORMED PAVEMENT MARKING STOP BAR - 12" SOLID WHITE [TAPE]	1

SIGNING KEY	#
W1-8 CHEVRON SIGNS DOUBLE MOUNTED (BACK TO BACK) PER MUTCD FIGURE 2C-2. SEE SHEET C-500 FOR SIGN SIZE	1

NOTE:
HORIZONTAL ALIGNMENT WARNING SIGNS (W1-1, W1-3, W1-5, W1-11) ARE TO BE PLACED 100' MAX. IN ADVANCE OF THE CURVE , AND 100' MIN. FROM OTHER SIGNAGE

SIGNING AND STRIPING PLAN

SCALE: 1" = 40'

0 20 40 80

SCALE: 1" = 40'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

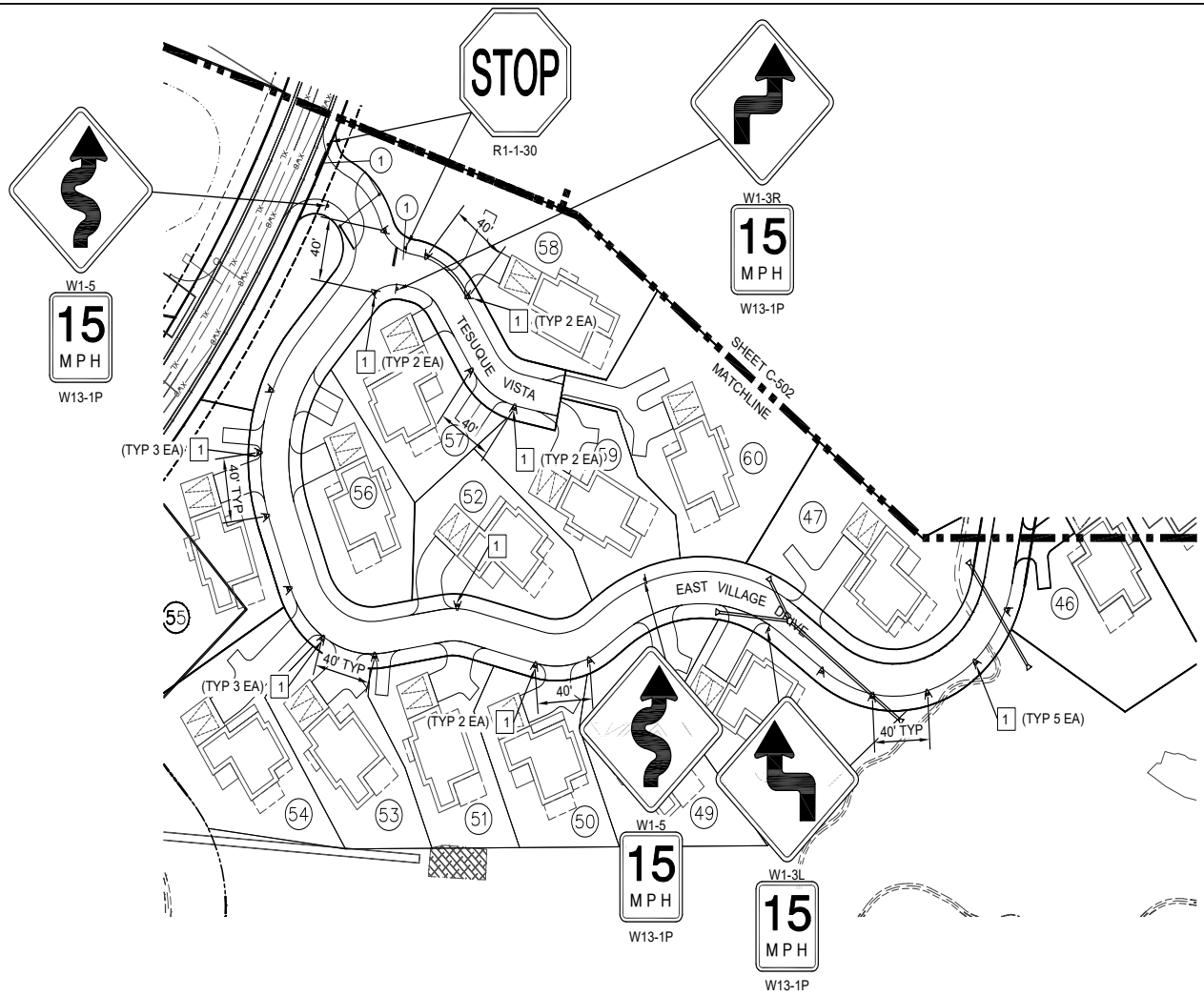
SIGNING AND STRIPING PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 40'	C-502

ENGINEERS SEAL

DATE

REVISIONS



SIGNING AND STRIPING PLAN (CONT'D)

SCALE: 1" = 40'

0 20 40 80

SCALE: 1" = 40'

NOTE:
HORIZONTAL ALIGNMENT WARNING SIGNS (W1-1, W1-3, W1-5, W1-11) ARE TO BE PLACED 100' MAX. IN ADVANCE OF THE CURVE , AND 100' MIN. FROM OTHER SIGNAGE

STRIPING KEY	(#)
(1)	RETROREFLECTORIZED PRE-FORMED PAVEMENT MARKING STOP BAR - 12" SOLID WHITE [TAPE]

SIGNING KEY	[#]
[1]	W1-8 CHEVRON SIGNS DOUBLE MOUNTED (BACK TO BACK) PER MUTCD FIGURE 2C-2. SEE SHEET C-500 FOR SIGN SIZE

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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1599 St. Francis Drive, Suite B
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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

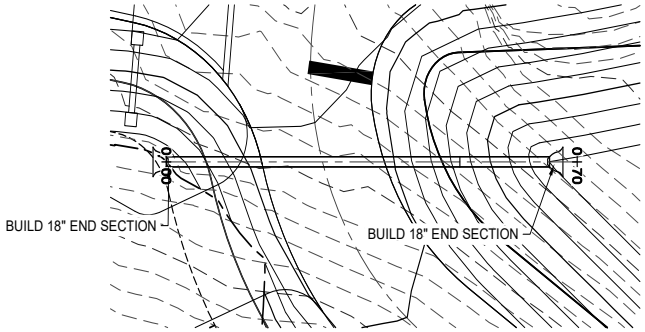
SIGNING AND STRIPING PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 40'	C-503

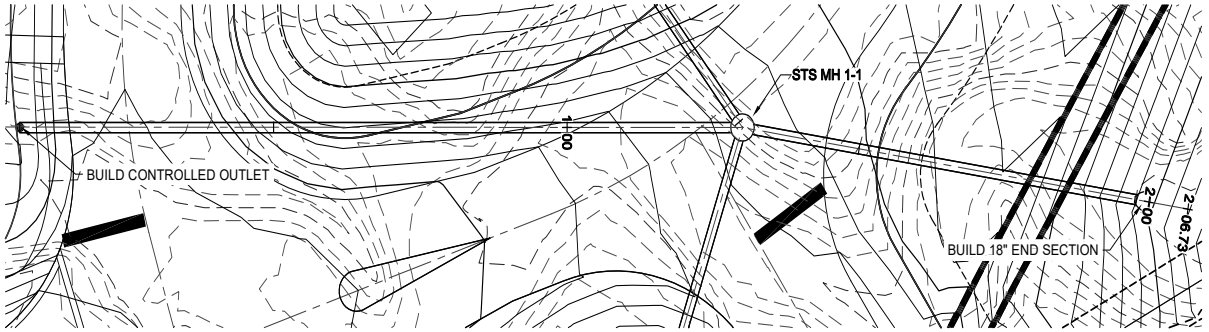
ENGINEERS SEAL

DATE

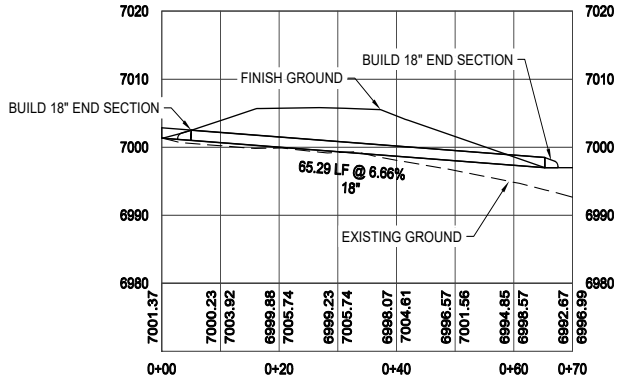
REVISIONS



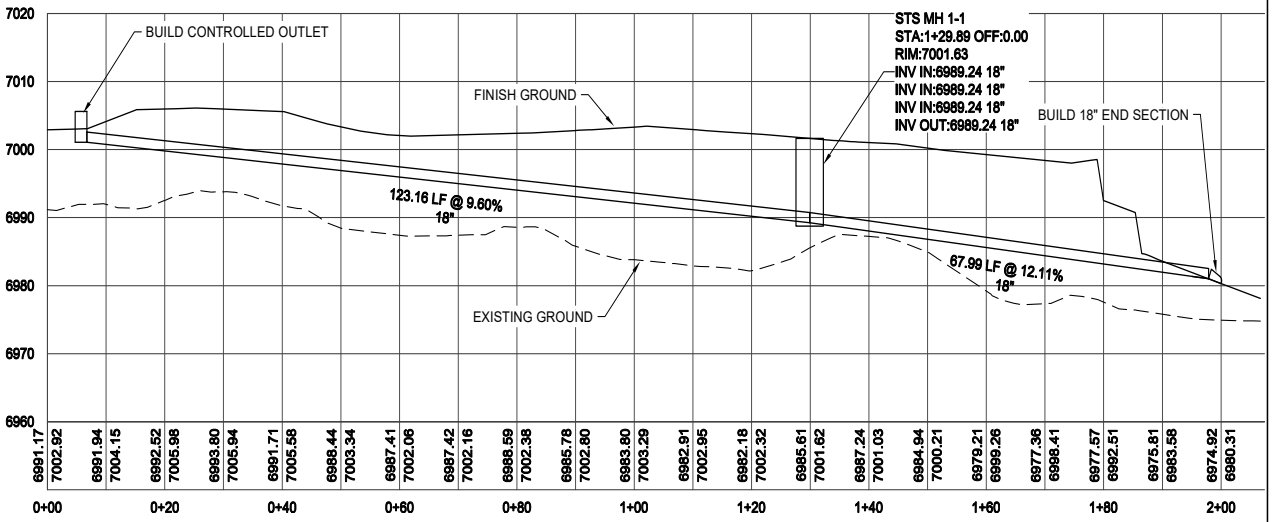
PHASE 1 STORM SEWER NO 1 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 2 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 1 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 1 STORM SEWER NO 2 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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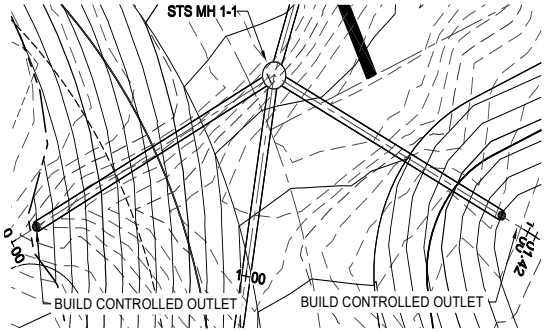
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

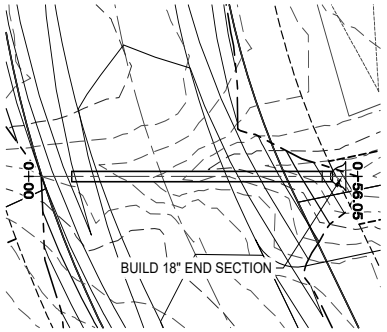
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-600

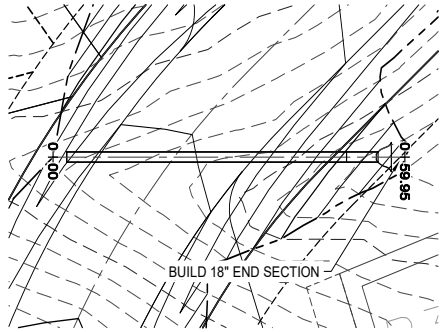
ENGINEERS SEAL
DATE
REVISIONS



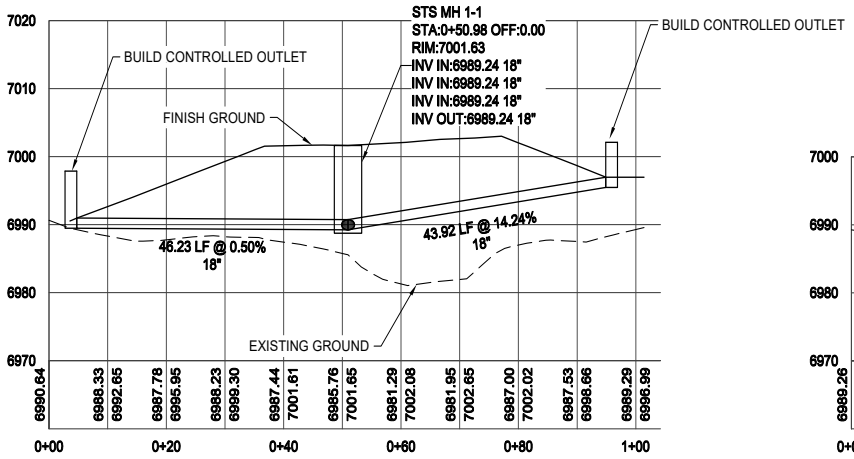
PHASE 1 STORM SEWER NO 3 - PLAN VIEW
SCALE: 1" = 10'



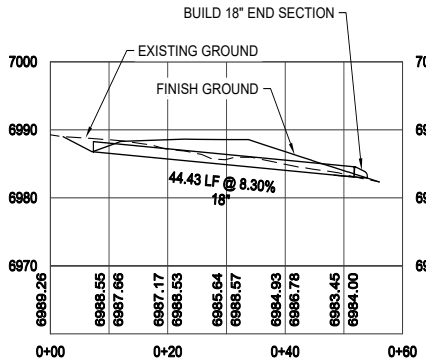
PHASE 1 STORM SEWER NO 4 - PLAN VIEW
SCALE: 1" = 10'



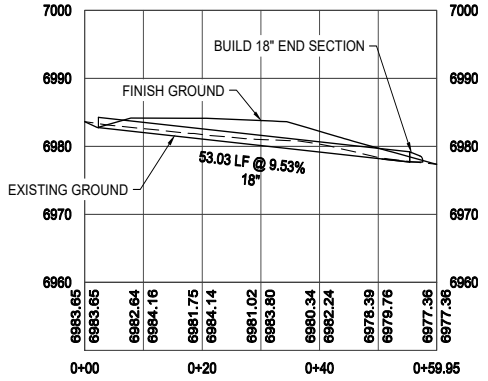
PHASE 1 STORM SEWER NO 5 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 3 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 1 STORM SEWER NO 4 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 1 STORM SEWER NO 5 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

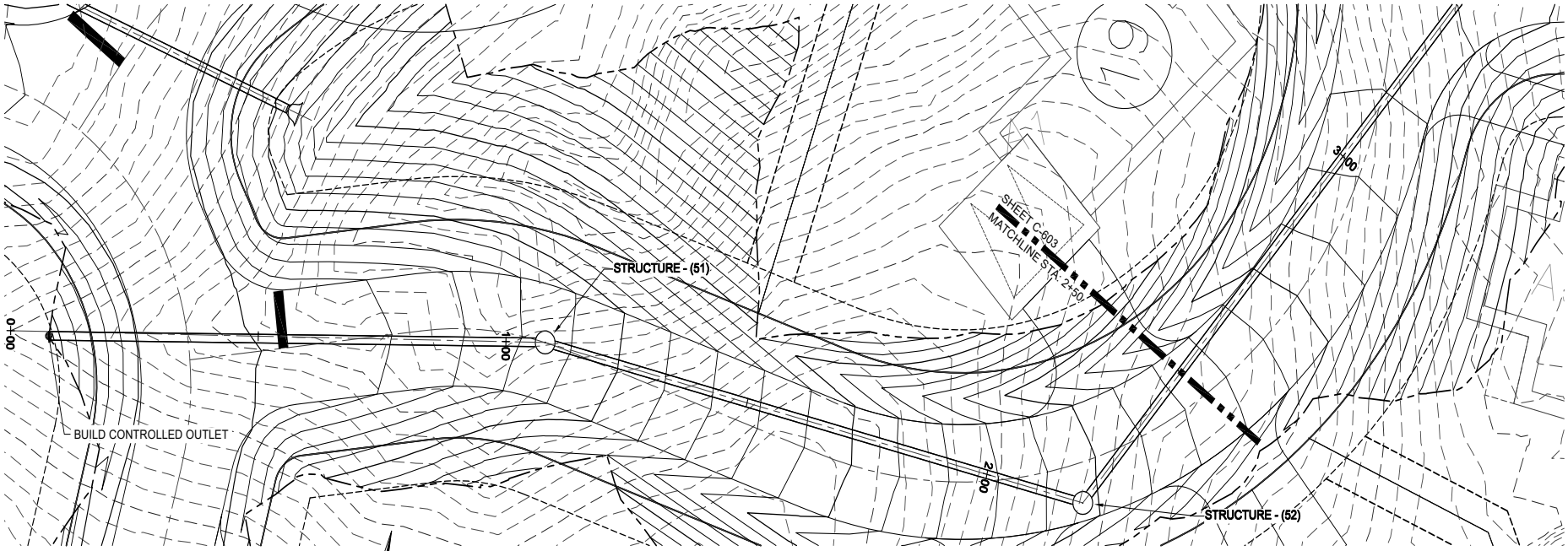
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-601

ENGINEERS SEAL

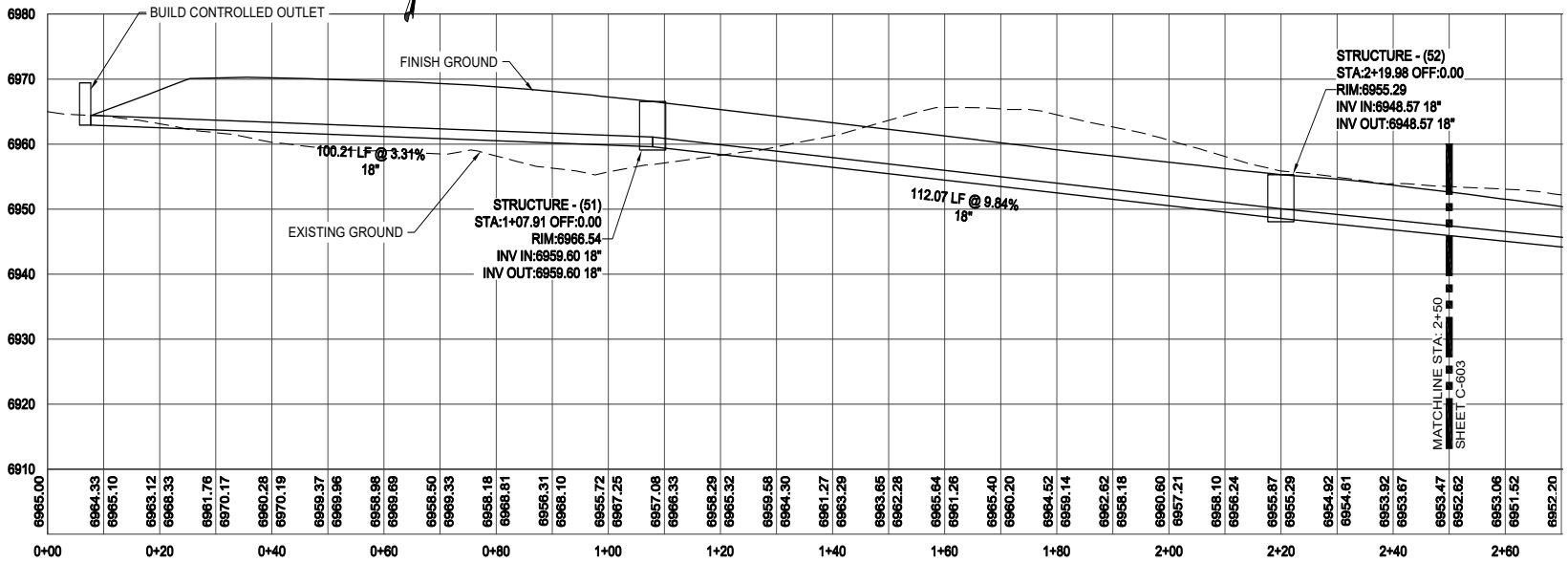
DATE

REVISIONS



PHASE 1 STORM SEWER NO 6 - PLAN VIEW

SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 6 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

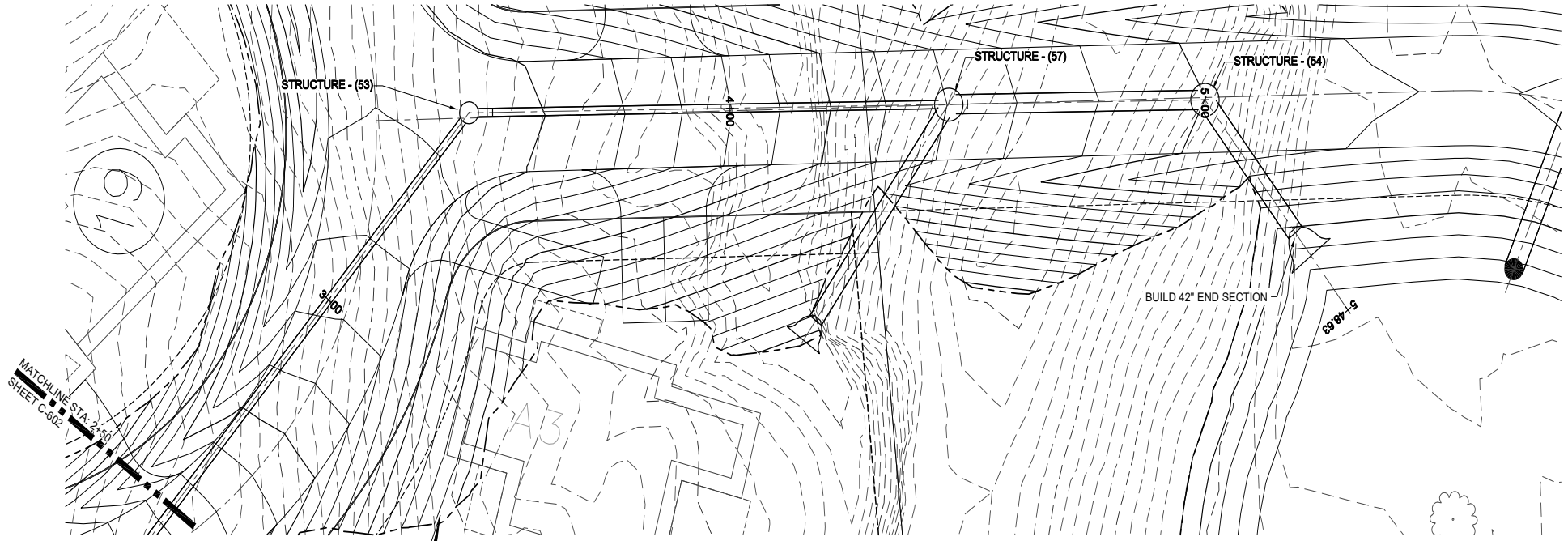
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-602

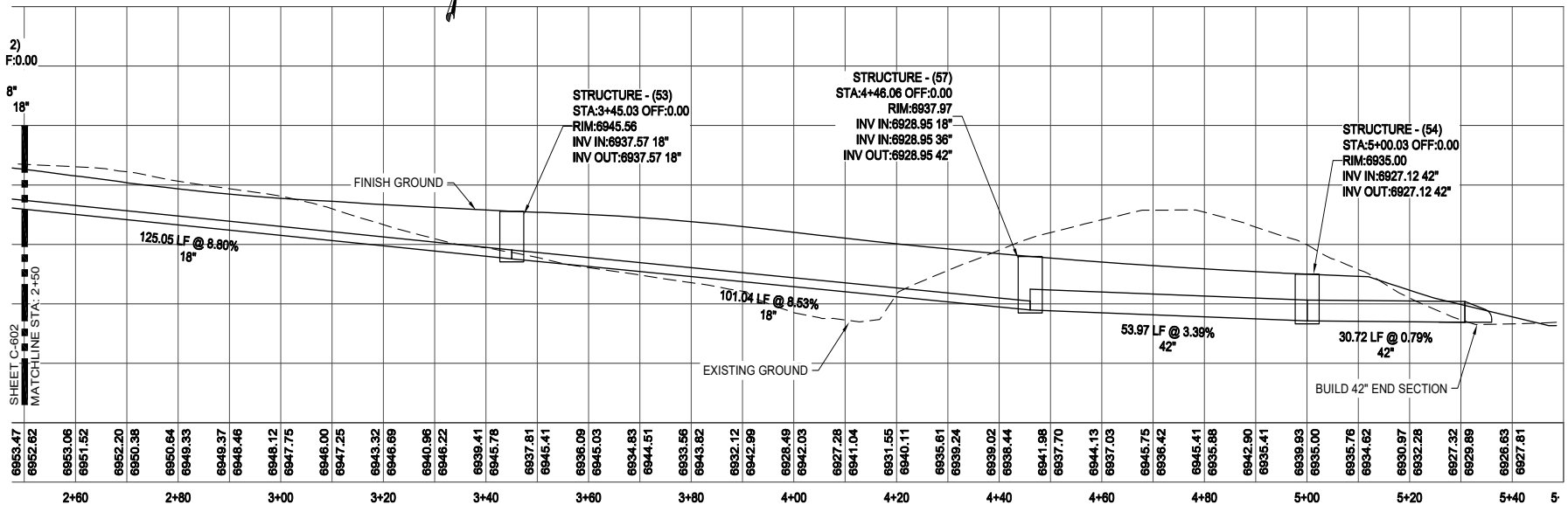
ENGINEERS SEAL

DATE

REVISIONS



PHASE 1 STORM SEWER NO 6 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 6 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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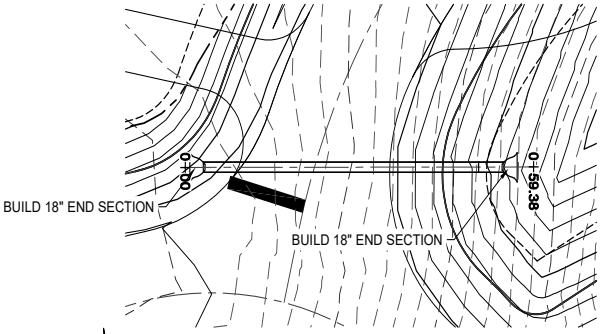
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

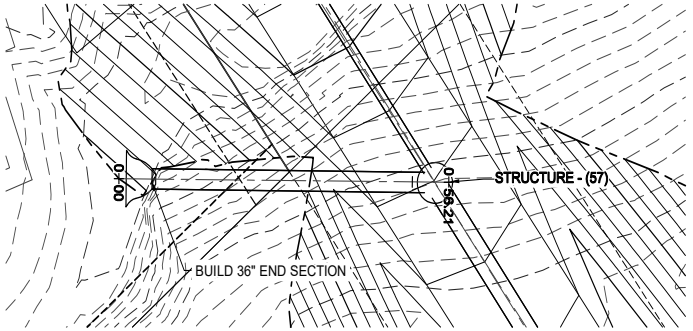
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-603

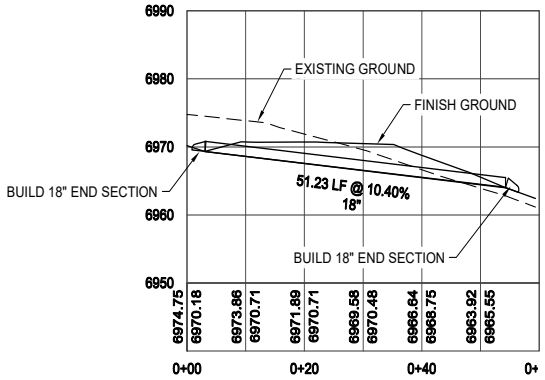
ENGINEERS SEAL
DATE
REVISIONS



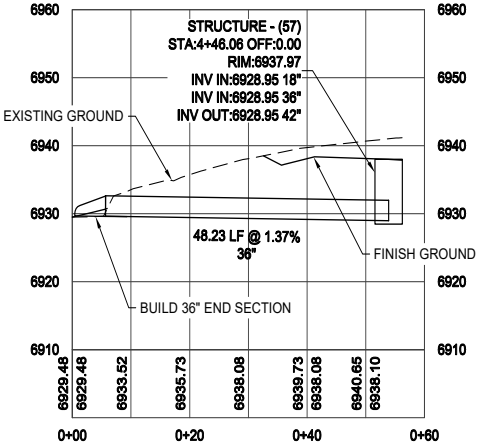
PHASE 1 STORM SEWER NO 7 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 8 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 7 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 1 STORM SEWER NO 8 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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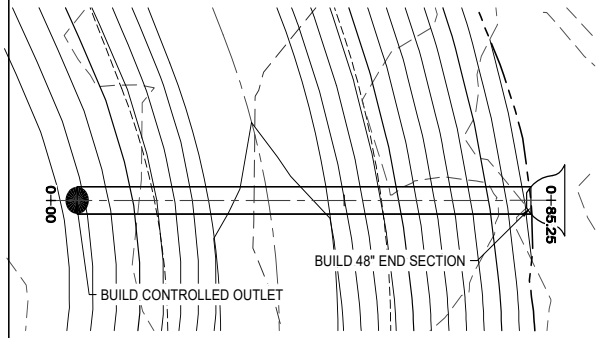
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

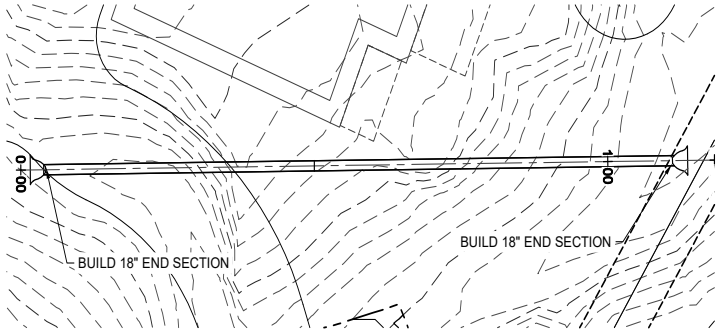
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-604

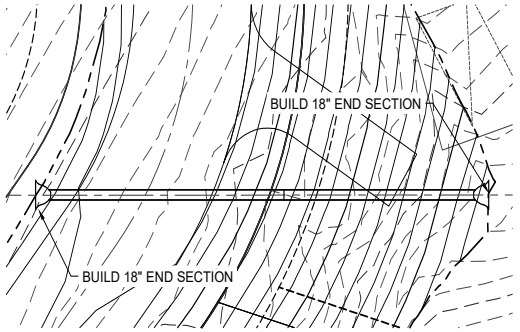
REVISIONS	DATE	ENGINEERS SEAL



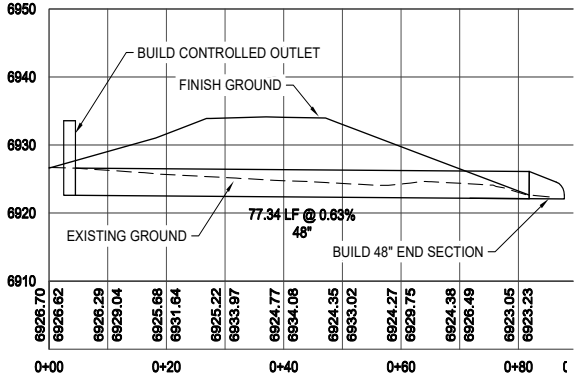
PHASE 1 STORM SEWER NO 9 - PLAN VIEW
SCALE: 1" = 10'



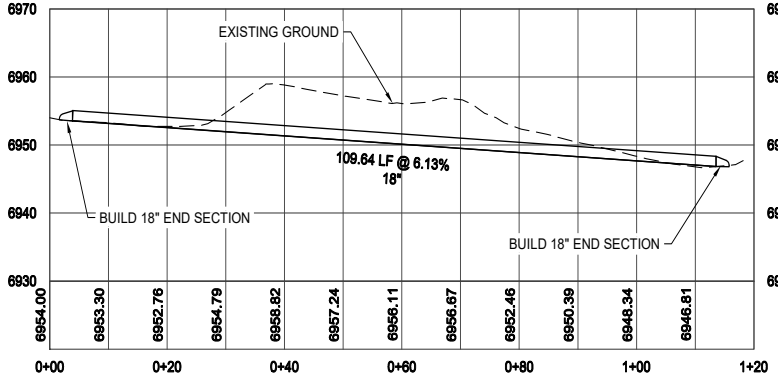
PHASE 2 STORM SEWER NO 1 - PLAN VIEW
SCALE: 1" = 10'



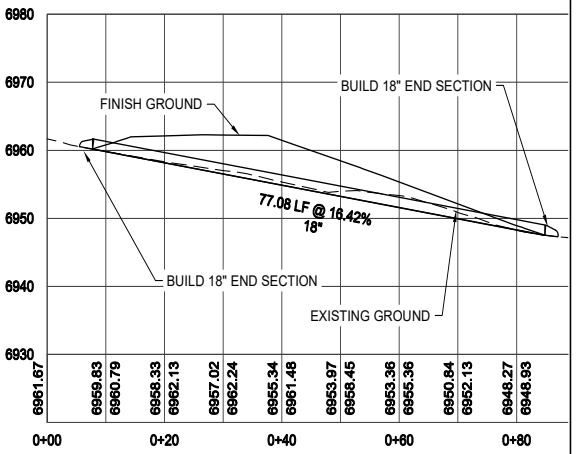
PHASE 2 STORM SEWER NO 2 - PLAN VIEW
SCALE: 1" = 10'



PHASE 1 STORM SEWER NO 9 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 2 STORM SEWER NO 1 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 2 STORM SEWER NO 2 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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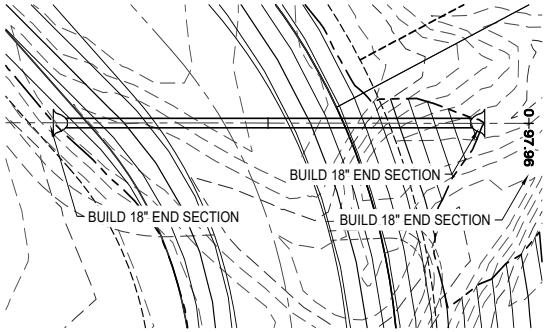
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

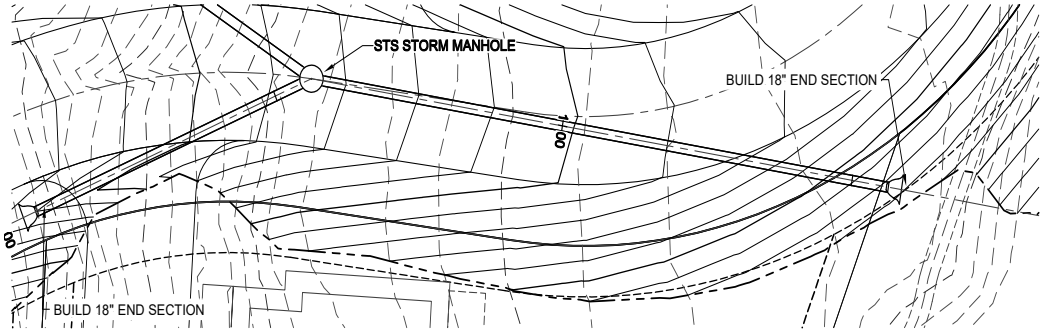
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-605

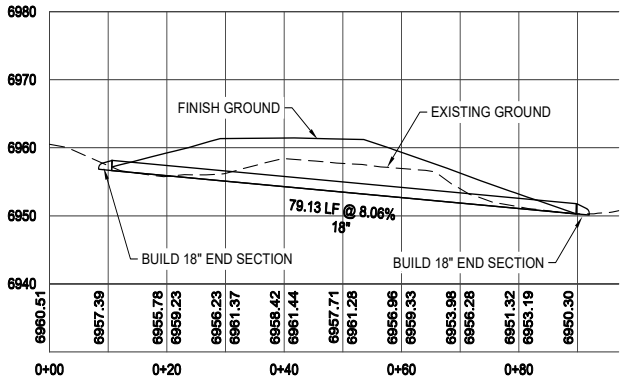
ENGINEERS SEAL
DATE
REVISIONS



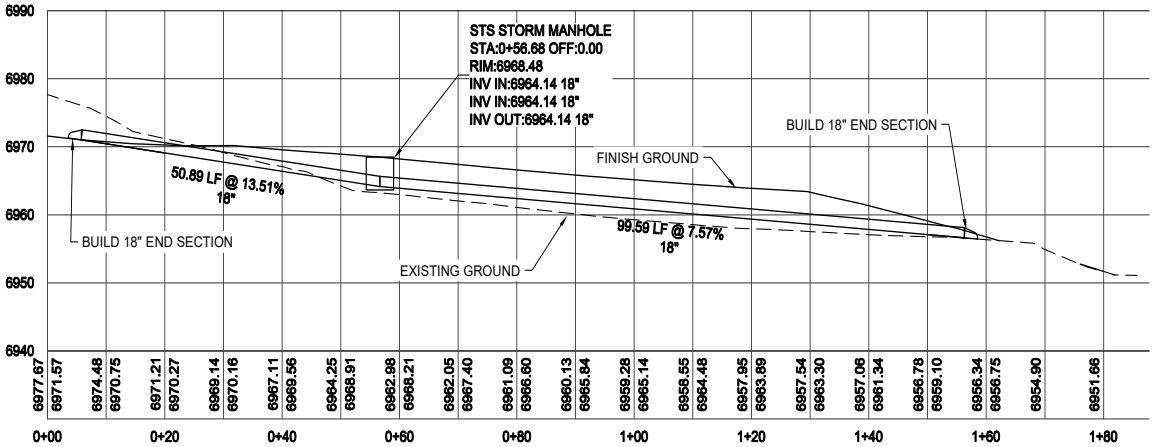
PHASE 2 STORM SEWER NO 3 - PLAN VIEW
SCALE: 1" = 10'



PHASE 2 STORM SEWER NO 4 - PLAN VIEW
SCALE: 1" = 10'



PHASE 2 STORM SEWER NO 3 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



PHASE 2 STORM SEWER NO 4 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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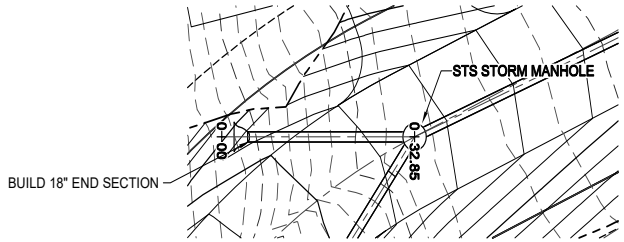
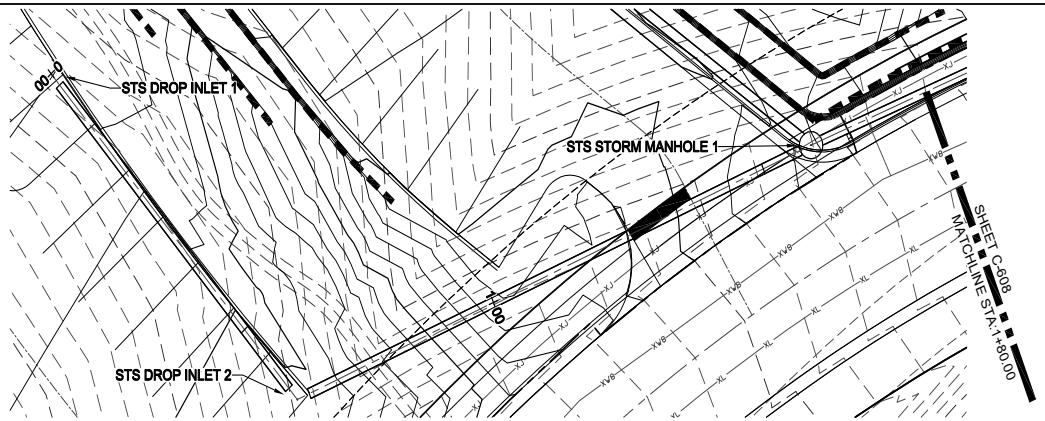
DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-606

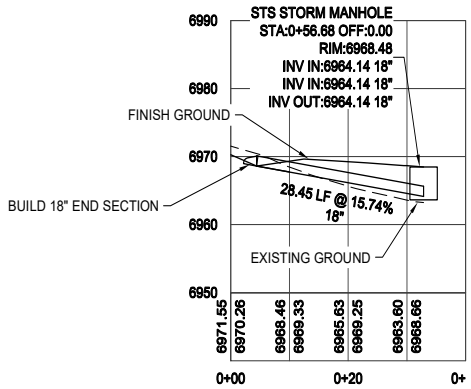
ENGINEERS SEAL
DATE
REVISIONS

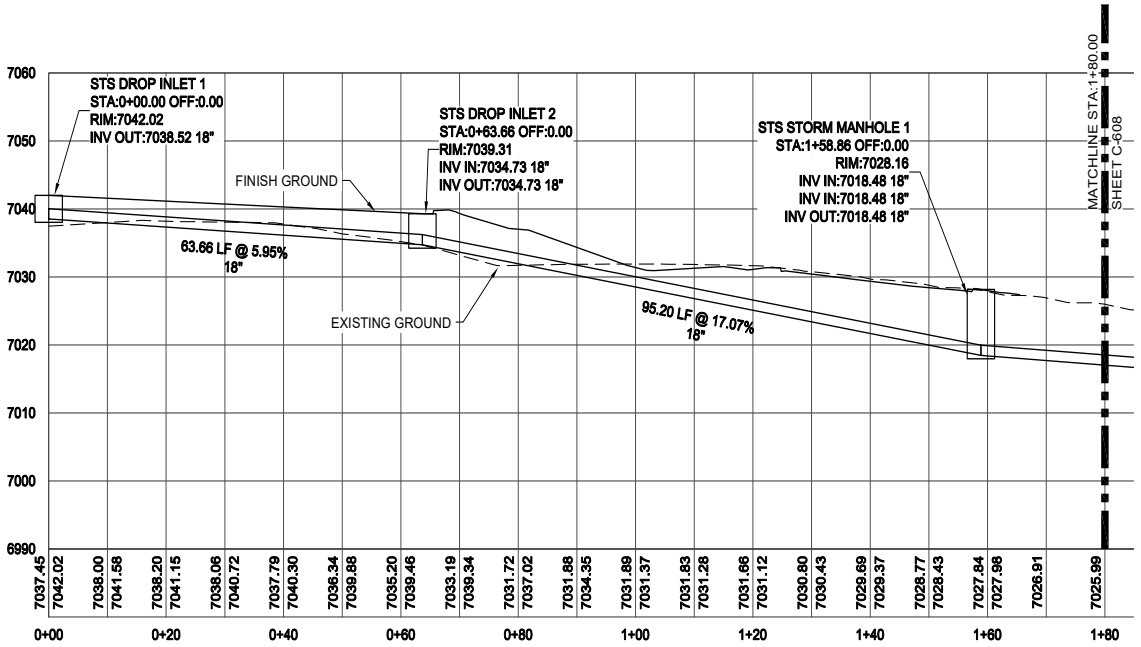




PHASE 2 STORM SEWER NO 5 - PLAN VIEW
SCALE: 1" = 10'

WEST STORM SEWER NO 1 - PLAN VIEW
SCALE: 1" = 10'





PHASE 2 STORM SEWER NO 5 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

WEST STORM SEWER NO 1 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

REVISIONS	DATE	ENGINEERS SEAL

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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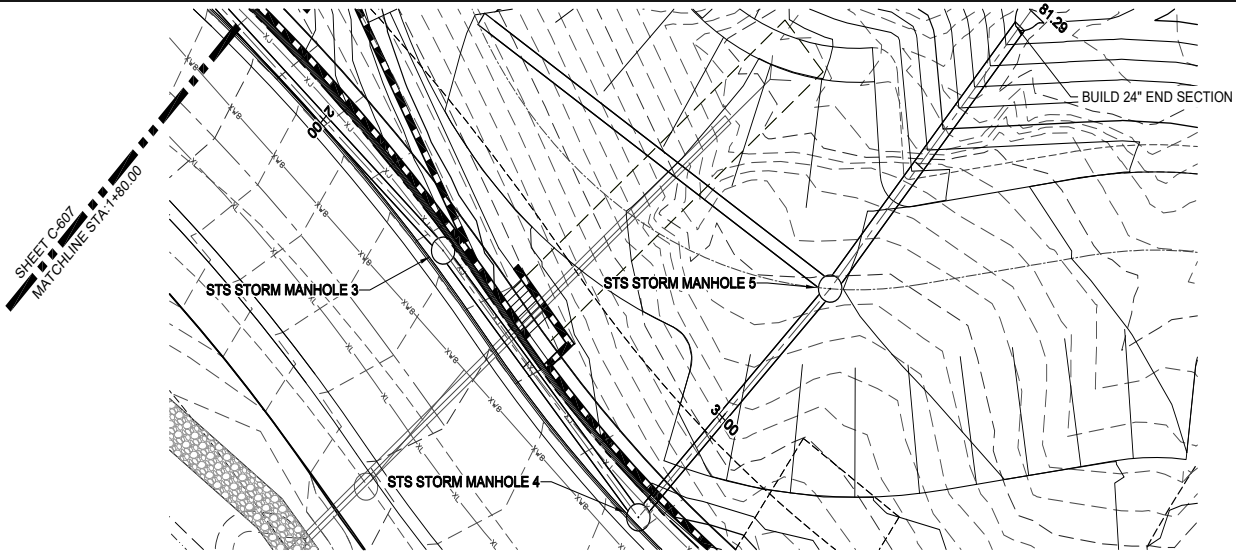
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

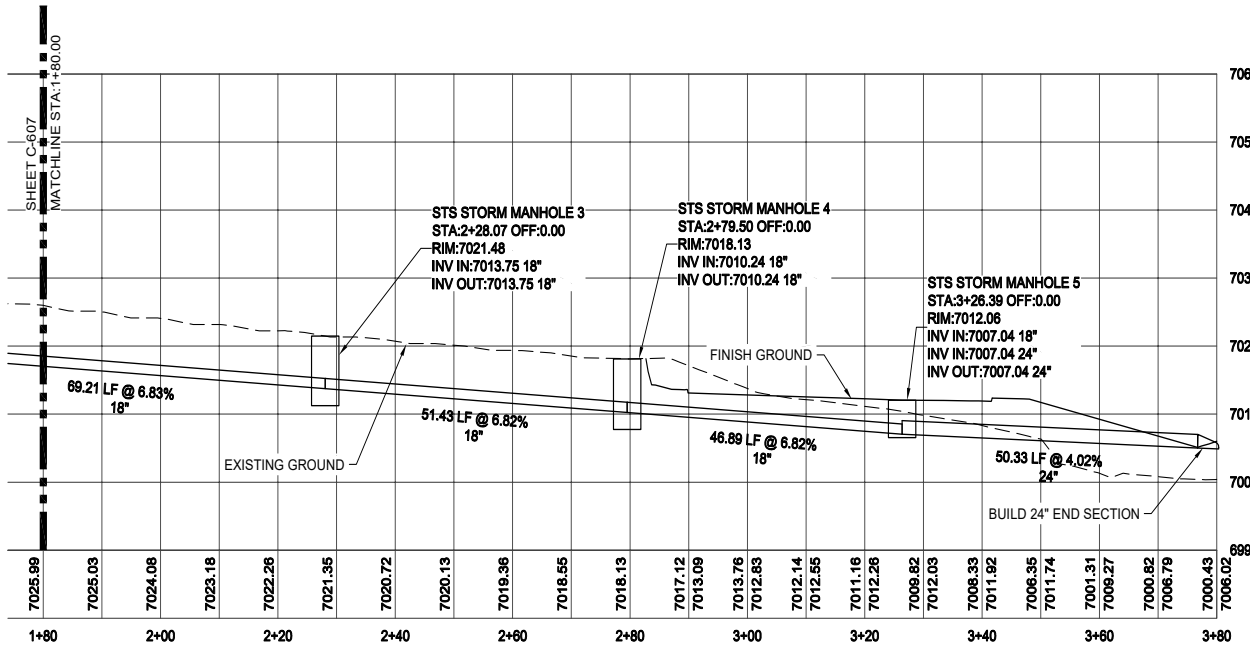
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-607



WEST STORM SEWER NO 1 - PLAN VIEW (CONT'D)

SCALE: 1" = 10'



WEST STORM SEWER NO 1 - PROFILE VIEW (CONT'D)

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20

SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

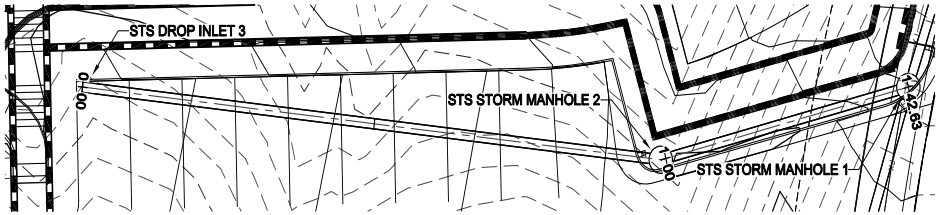
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-608

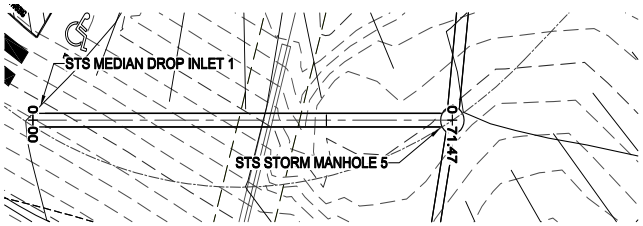
ENGINEERS SEAL

DATE

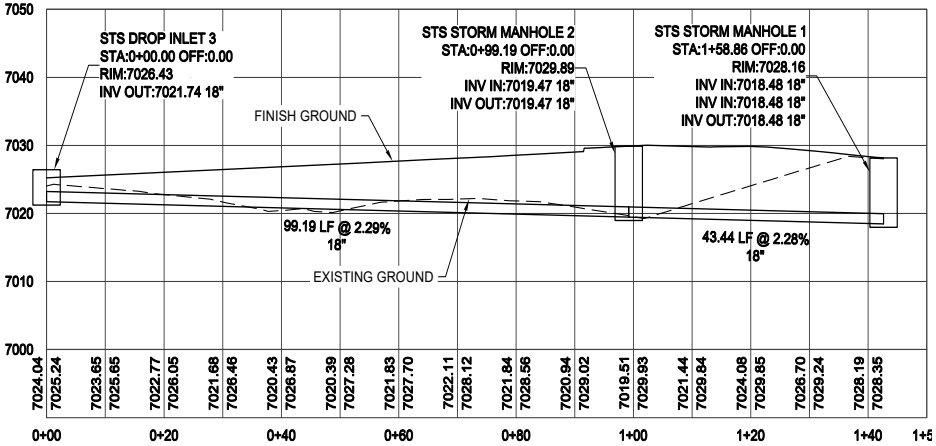
REVISIONS



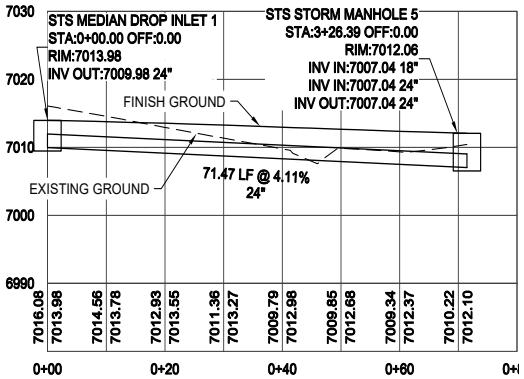
WEST STORM SEWER NO 2 - PLAN VIEW
SCALE: 1" = 10'



WEST STORM SEWER NO 3 - PLAN VIEW
SCALE: 1" = 10'



WEST STORM SEWER NO 2 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'



WEST STORM SEWER NO 3 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

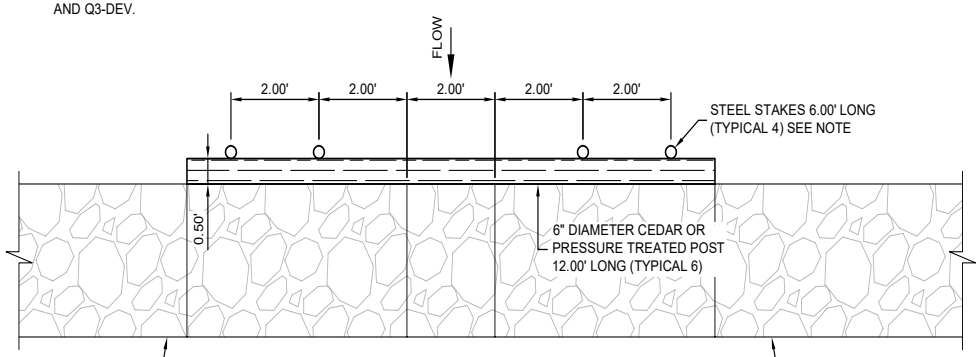
STRUCTURE SECTIONS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-609

ENGINEERS SEAL
DATE
REVISIONS

NOTES:

1. STEEL STAKES MAY BE RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" NOMINAL DIAMETER STANDARD STRENGTH GALVANIZED STEEL PIPE, OR L 4" x 4" x 3/8" STEEL ANGLES. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
2. STOP LOGS TO BE INSTALLED ON GABION CHECK DAMS Q2-DEV AND Q3-DEV.

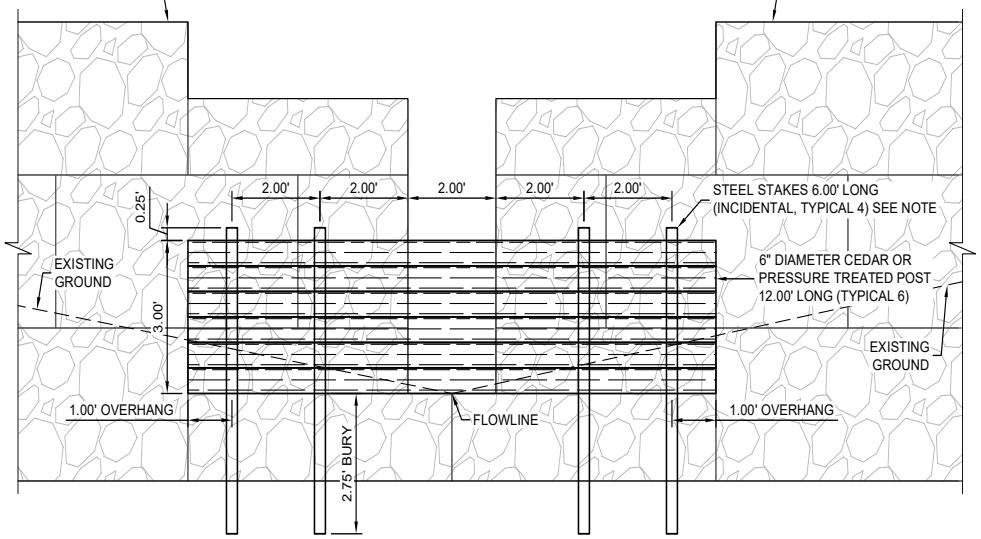


GABION CHECK DAM STOP LOG DETAIL - PLAN VIEW

SCALE: N.T.S.

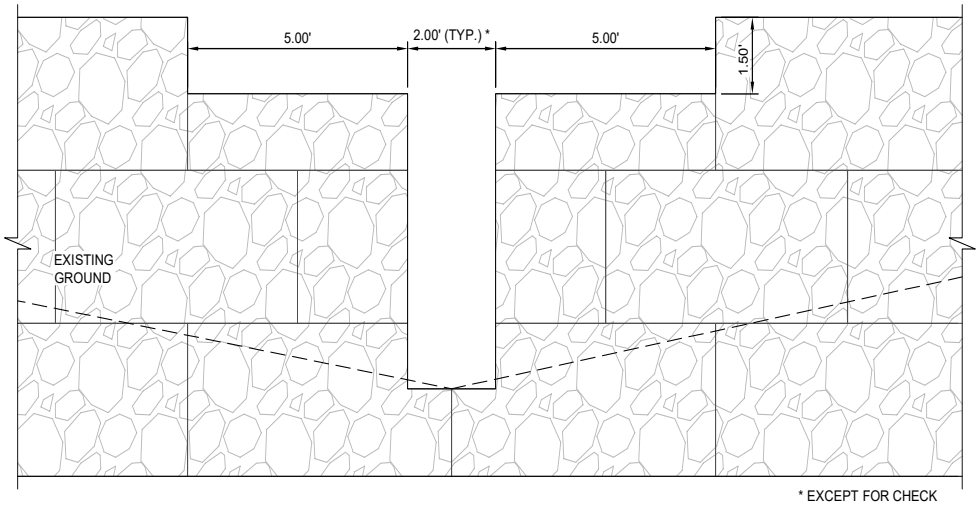
GABION CHECK DAM SEE SHEET SERIES 17

GABION CHECK DAM SEE SHEET SERIES 17



GABION CHECK DAM STOP LOG DETAIL - PROFILE VIEW

SCALE: N.T.S.



* EXCEPT FOR CHECK DAM NO 3 WHICH IS 1'

GABION CHECK DAM WEIR DETAIL

SCALE: N.T.S.

STOP LOG NOTES:

1. THE PURPOSE OF THE STOP LOGS ARE TO PROVIDE A MECHANISM TO MEASURE SILT ACCUMULATION AND TO CONTROL THE RELEASE RATE FROM THE GABION IF REQUIRED.
2. DURING CONSTRUCTION THE STOP LOG WILL BE SET TO CAPTURE ALL SEDIMENTS. THE PONDS WILL BE INSPECTED AFTER EACH STORM DURING CONSTRUCTION AND SEDIMENT ACCUMULATED WILL BE DOCUMENTED. THIS WILL PROVIDE DATA AS RECOMMENDED BY THE NEW "SANTA FE RIVER AND ARROYO DE LOS CHAMISOS MASTER PLAN" FOR SEDIMENT TRANSPORT CALCULATIONS.
3. AFTER THE CONSTRUCTION IS COMPLETED THE SILT WILL BE REMOVED IF REQUIRED AND THE STOP LOGS WILL BE SET TO AN APPROPRIATE ELEVATION TO CAPTURE FUTURE SEDIMENT FOR A REASONABLE AMOUNT OF TIME.
4. ALL DATA IS TO BE PROVIDED TO CITY STAFF FOR INCLUSION IN THE "SANTA FE RIVER AND ARROYO DE LOS CHAMISOS MASTER PLANS."
5. STOP LOGS MAY BE ADJUSTED TO INCREASE OR DECREASE THE SEDIMENT LOAD AS DETERMINED BY DOWNSTREAM CONDITIONS (AGGRADING OR DEGRADING).

NOTE:
SEE REPORT TITLED "TERRAIN MANAGEMENT REPORT - SOILS, GRADING, AND DRAINAGE FOR PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO, SANTA FE, NEW MEXICO" PREPARED BY SANTA FE ENGINEERING CONSULTANTS, LLC, DATED JUNE 2021 FOR DESIGN ASSUMPTIONS, DRAINAGE CALCULATIONS, AND HYDROGRAPHS.

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

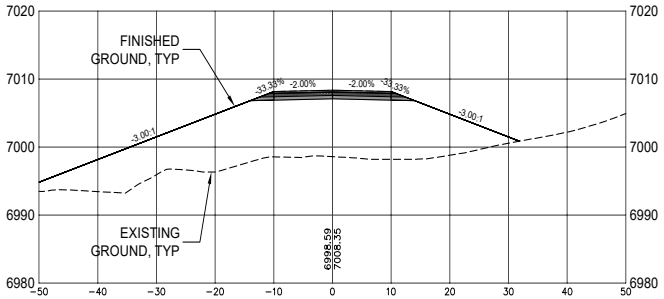
STOP LOG DETAIL

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-610

ENGINEERS SEAL

DATE

REVISIONS



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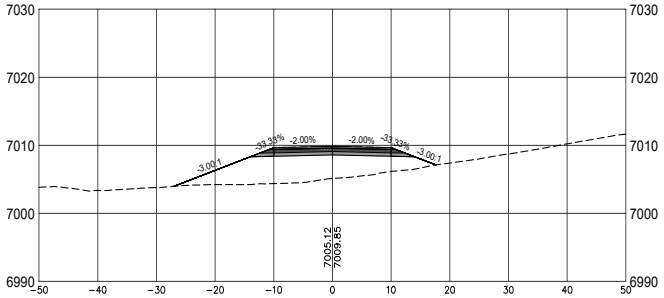

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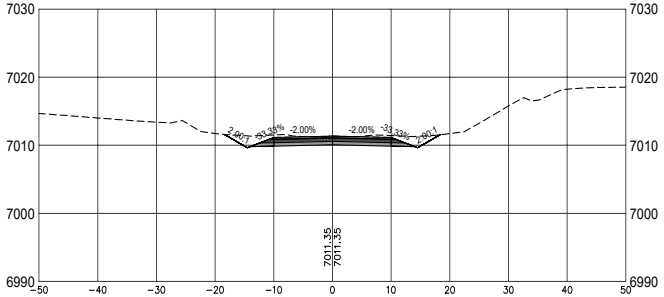

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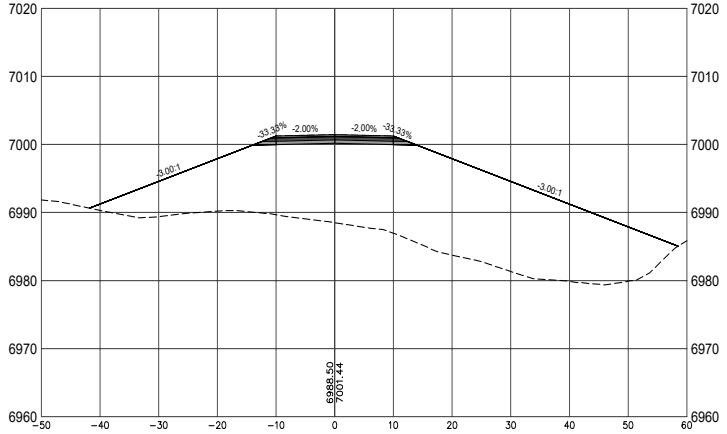

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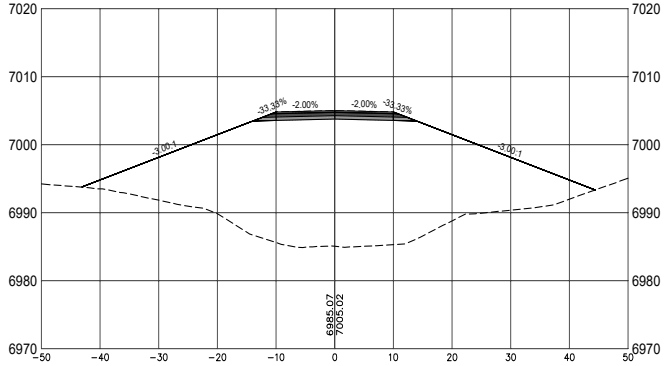

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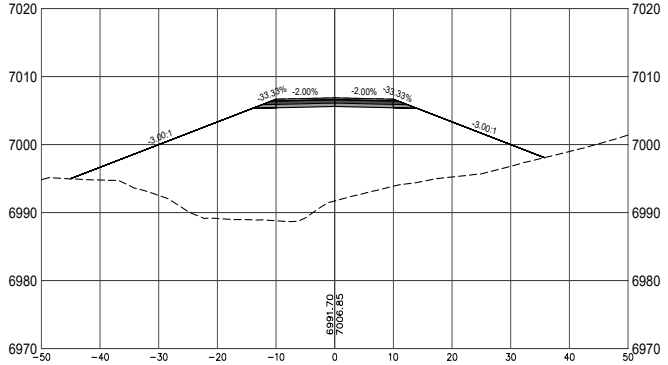

1+50

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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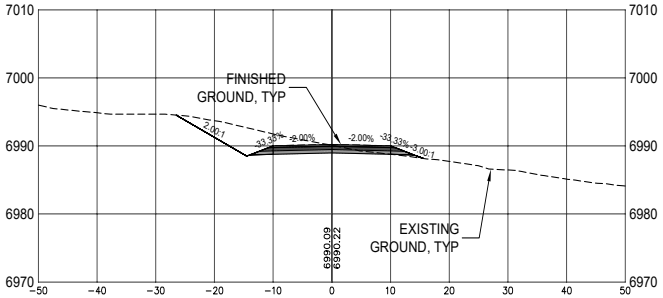
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - WEST VILLAGE DR (SOUTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-700

REVISIONS	DATE	ENGINEERS SEAL



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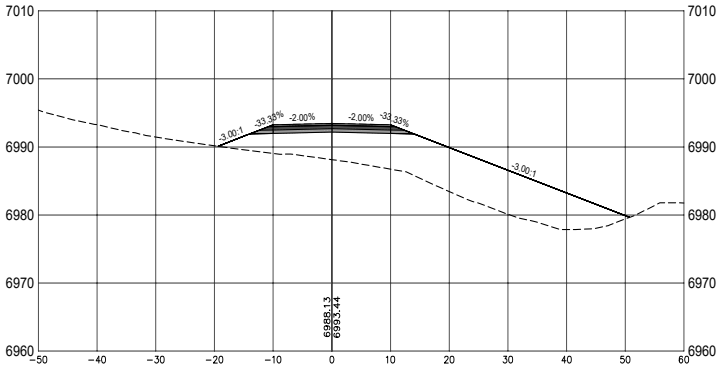

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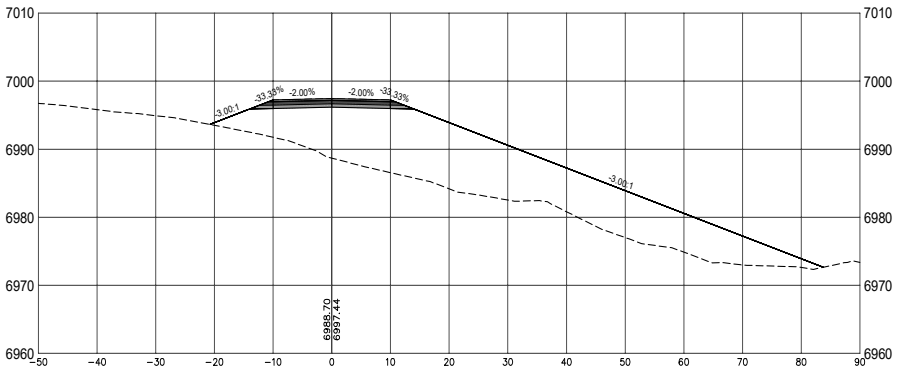

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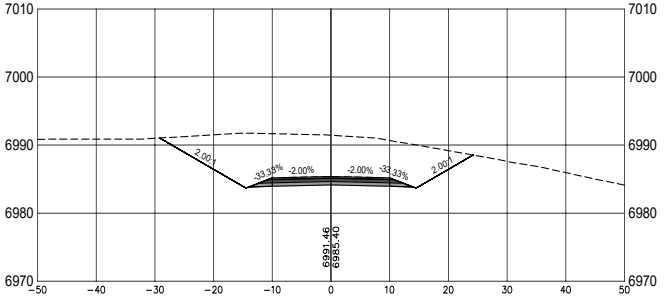

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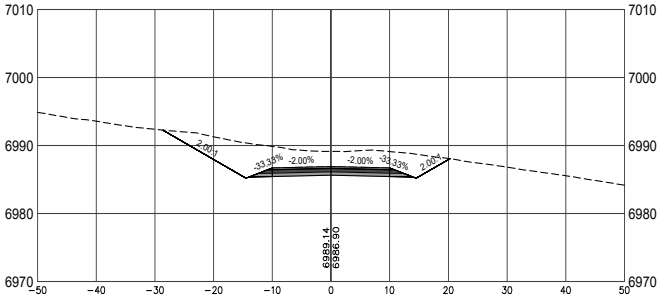

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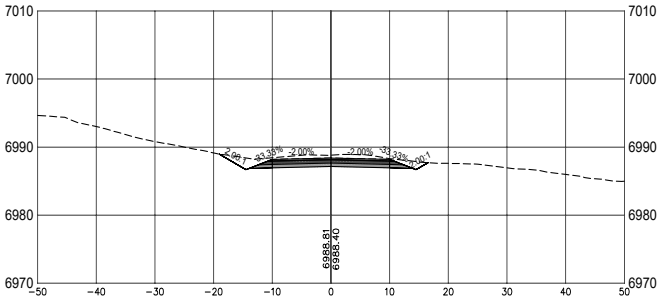

4+50

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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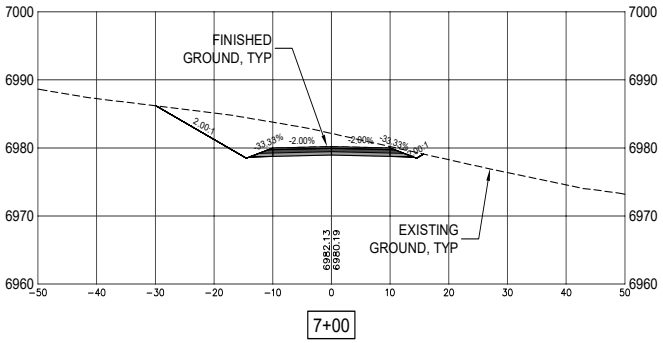
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - WEST VILLAGE DR (SOUTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-701

REVISIONS	DATE	ENGINEERS SEAL



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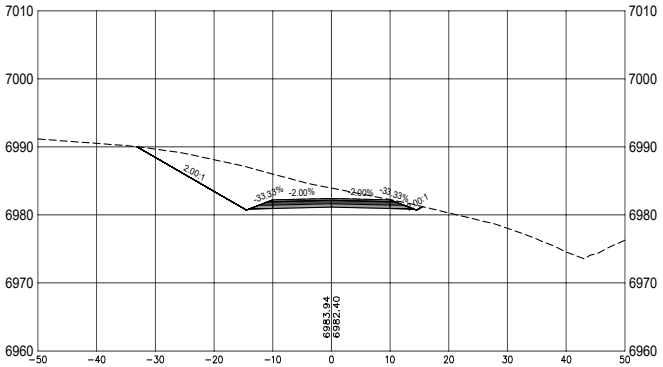

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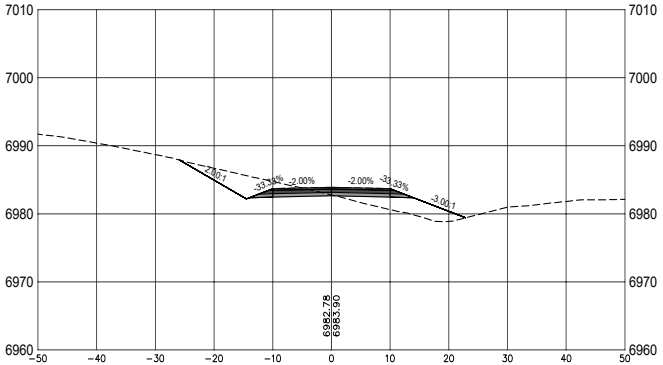

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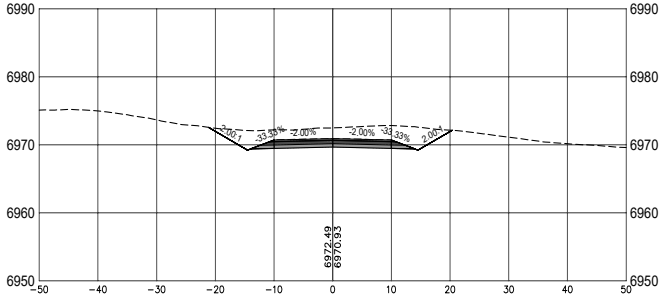

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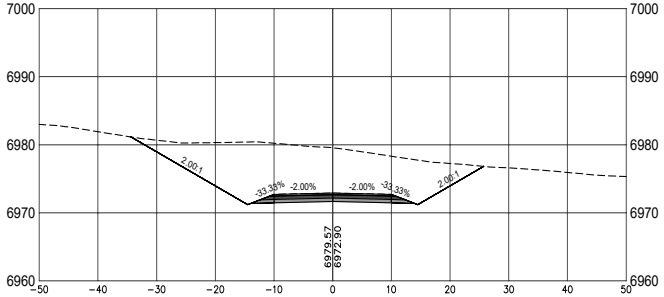

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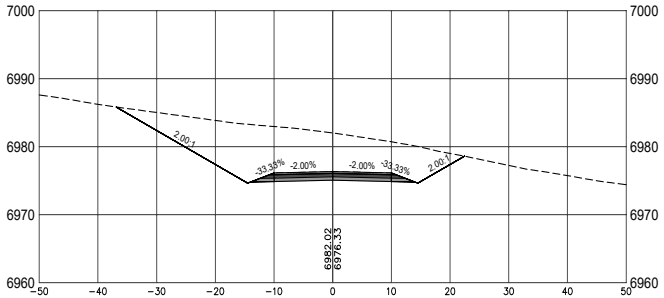

7+50

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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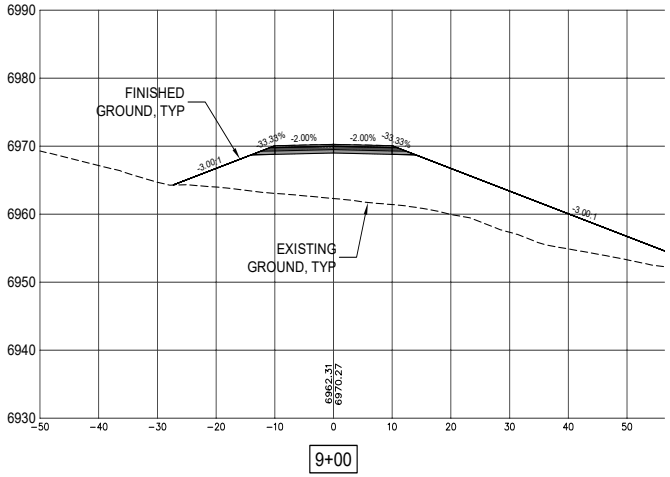
DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS -
WEST VILLAGE DR (SOUTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-702

REVISIONS	DATE	ENGINEERS SEAL



WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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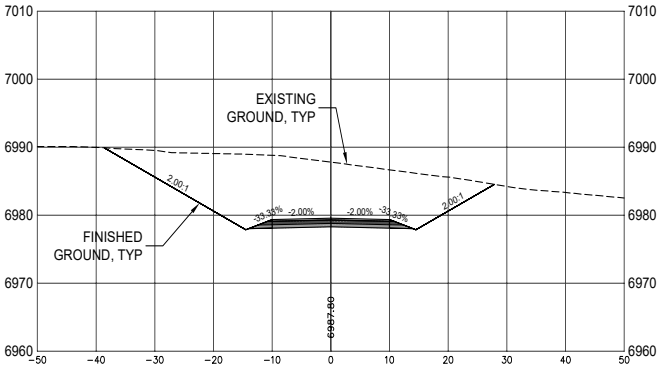
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - WEST VILLAGE DR (SOUTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-703

REVISIONS	DATE	ENGINEERS SEAL
◁ ◁ ◁ ◁ ◁ ◁ ◁		



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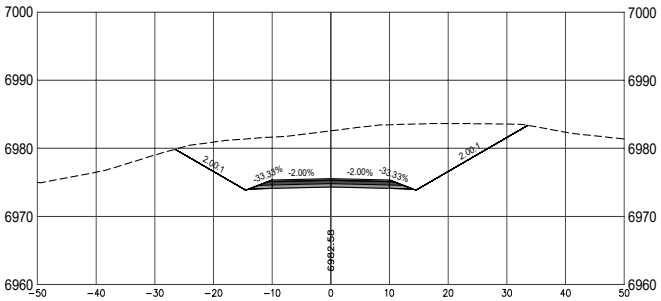

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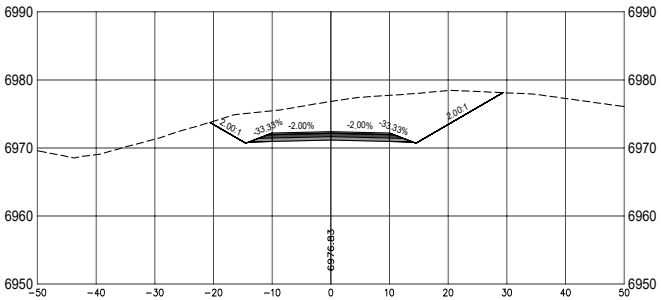

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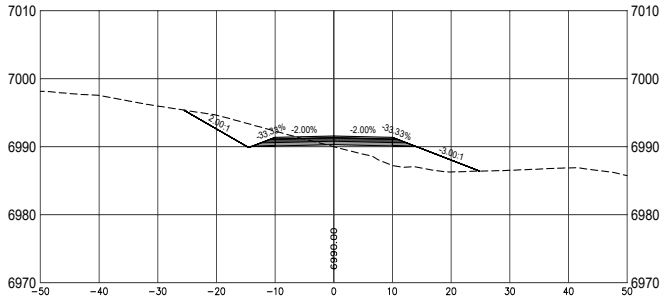

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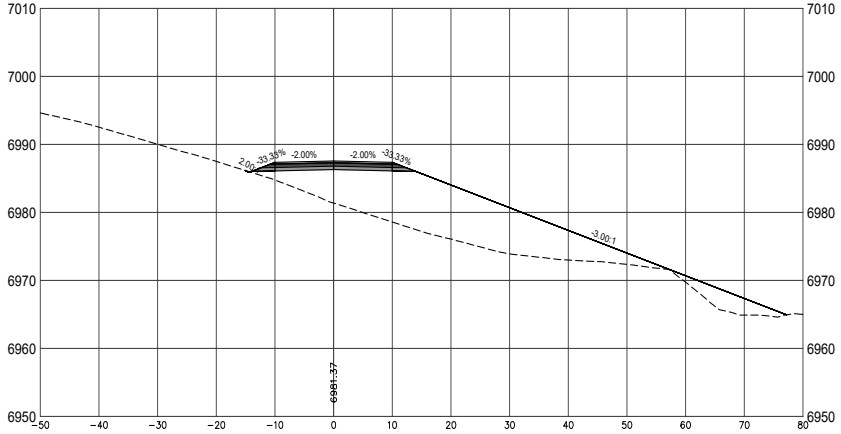

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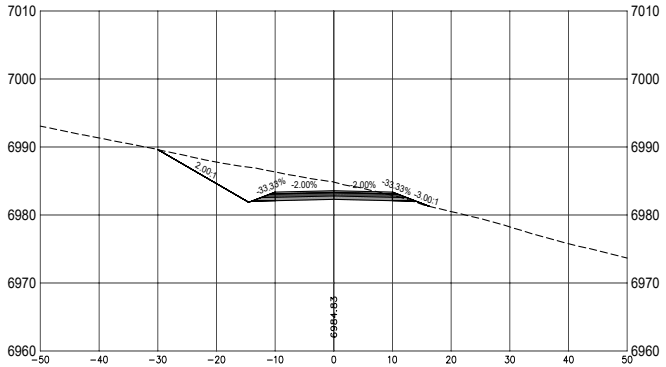

2+00

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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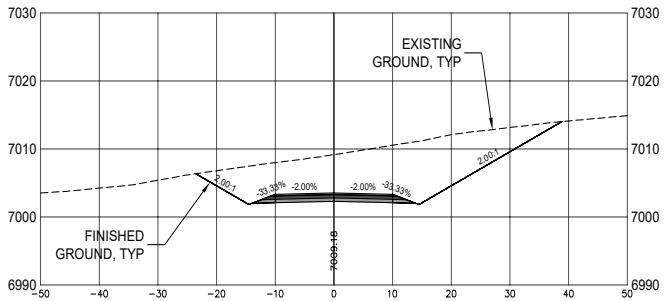
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS -WEST VILLAGE DR (NORTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-704

REVISIONS	DATE	ENGINEERS SEAL



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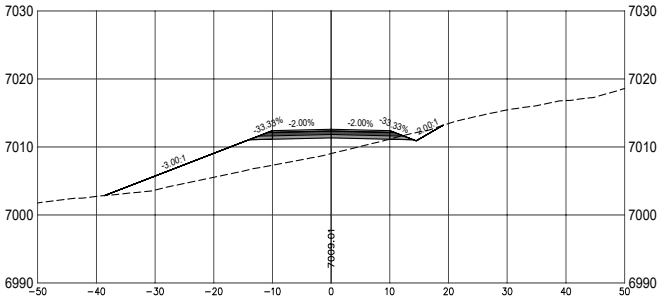

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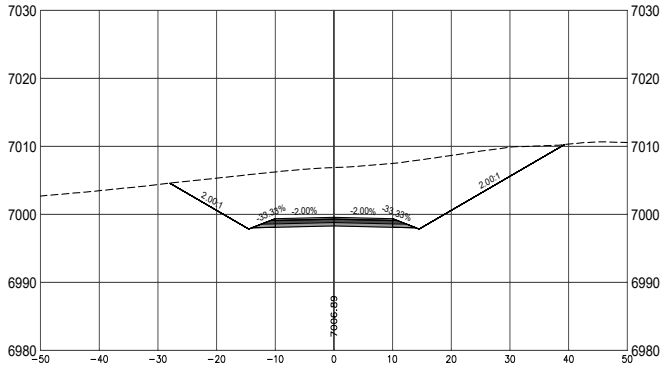

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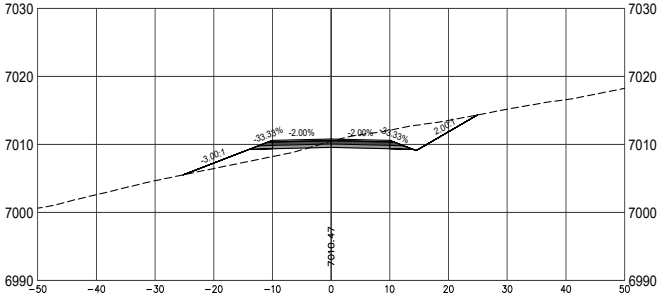

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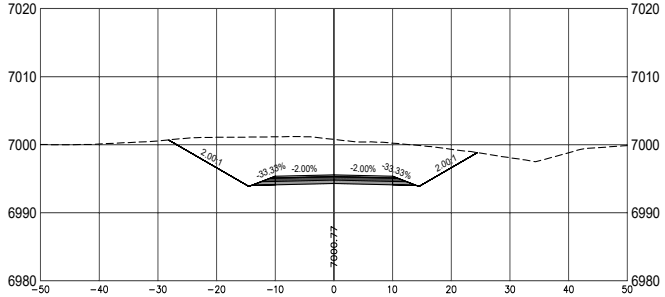

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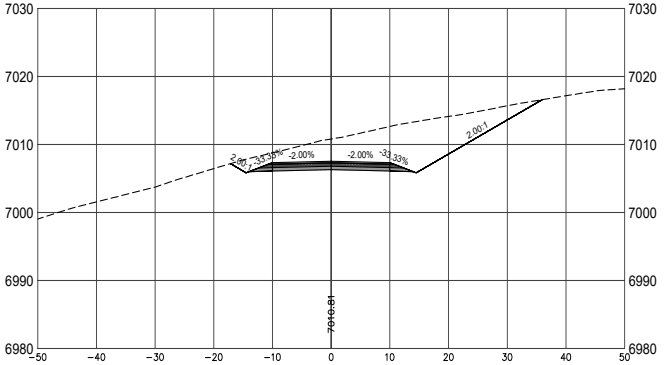


5+00

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

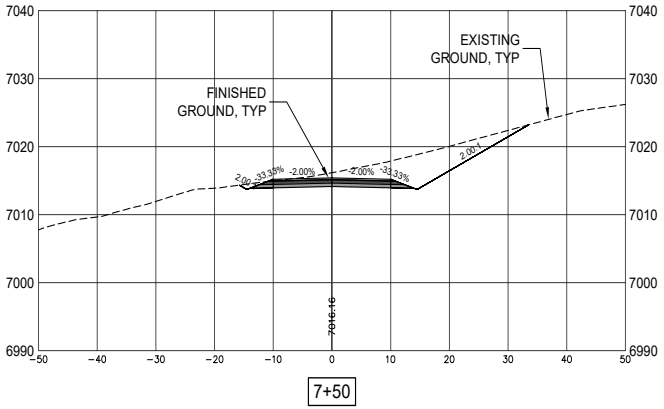
ROADWAY CROSS SECTIONS -WEST VILLAGE DR (NORTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-705

ENGINEERS SEAL

DATE

REVISIONS



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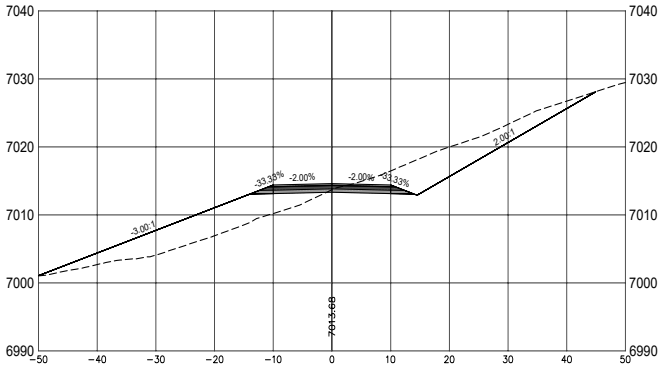

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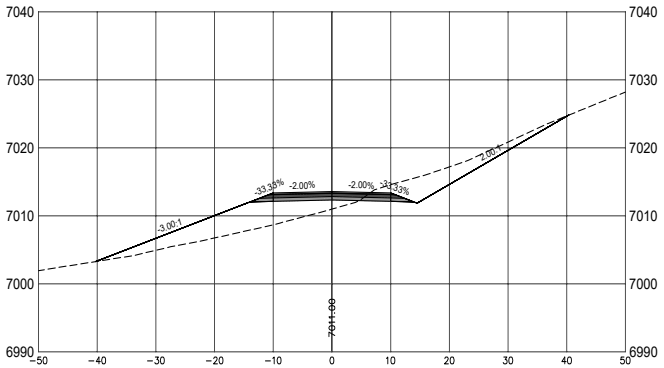

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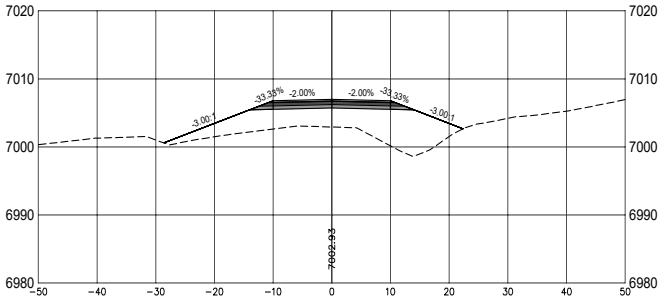

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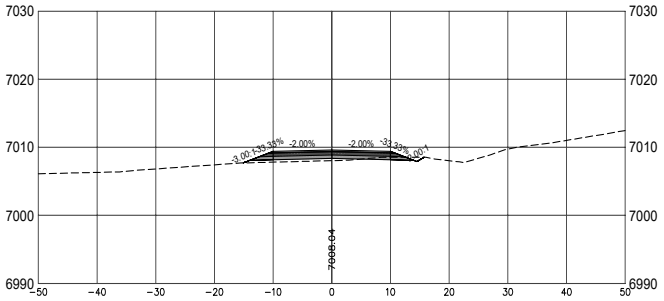

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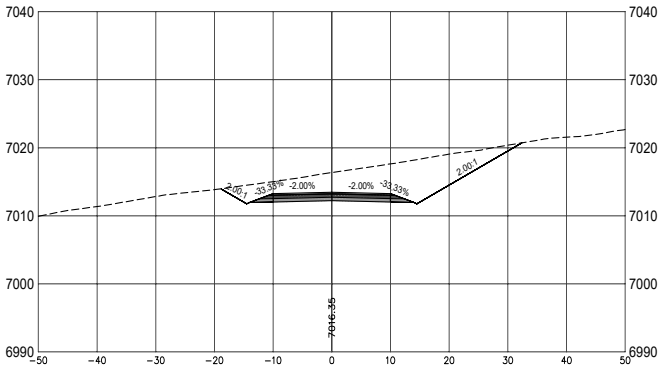

8+00

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

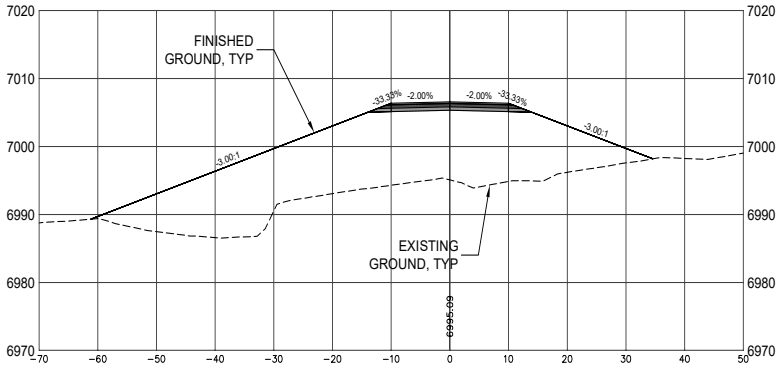
ROADWAY CROSS SECTIONS - WEST VILLAGE DR (NORTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-706

ENGINEERS SEAL

DATE

REVISIONS



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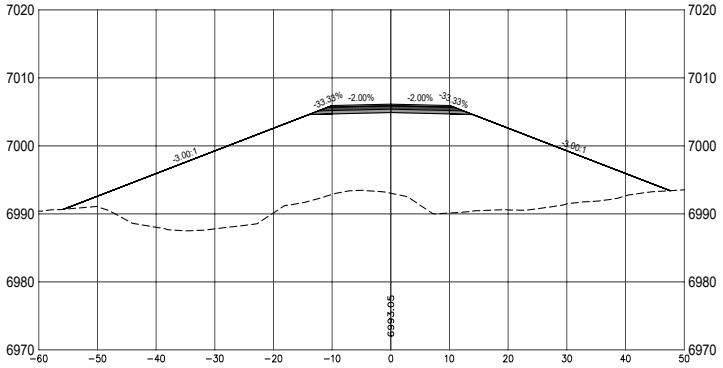

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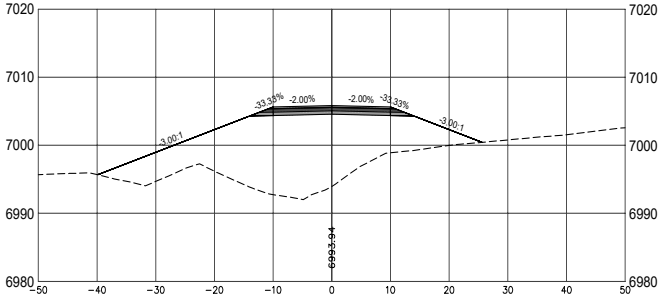

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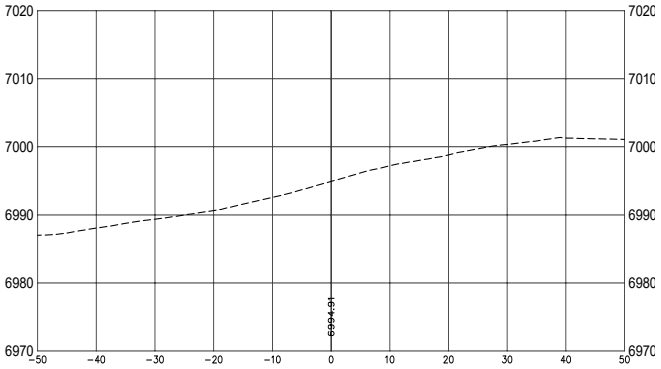

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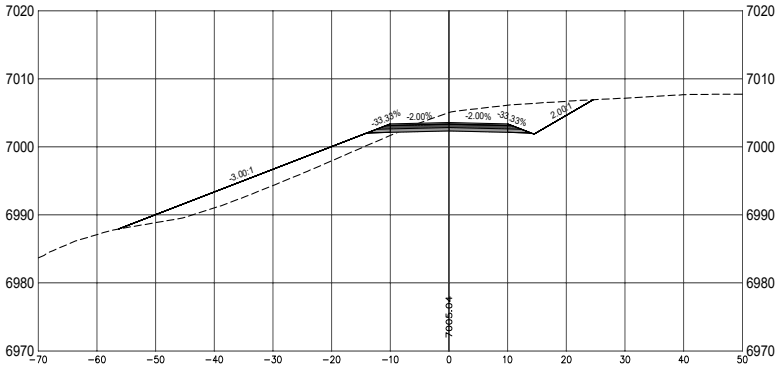

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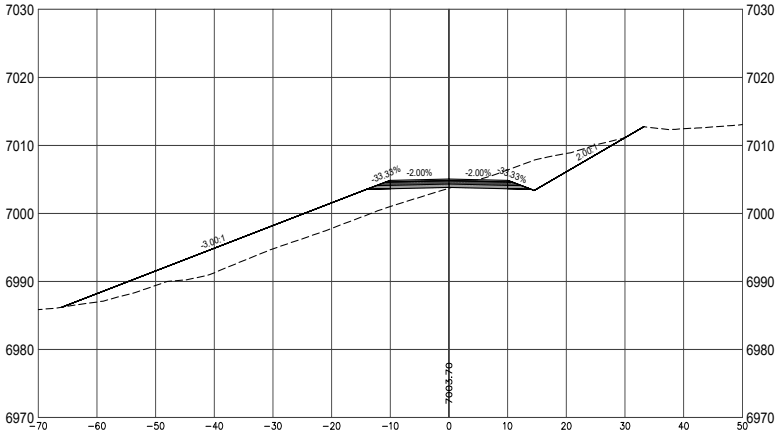

11+00

WEST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

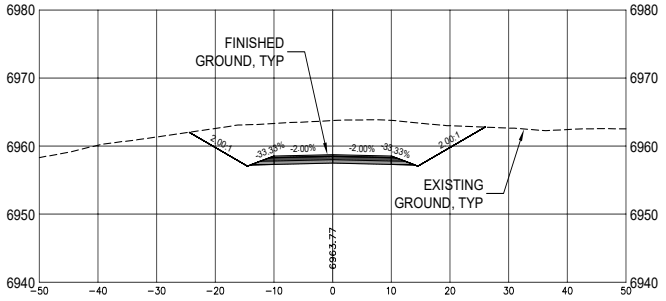
ROADWAY CROSS SECTIONS - WEST VILLAGE DR (NORTH)

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-707

ENGINEERS SEAL

DATE

REVISIONS



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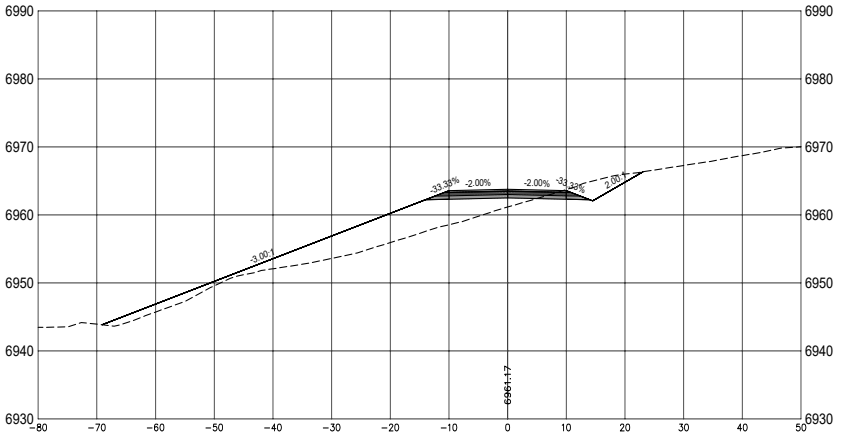

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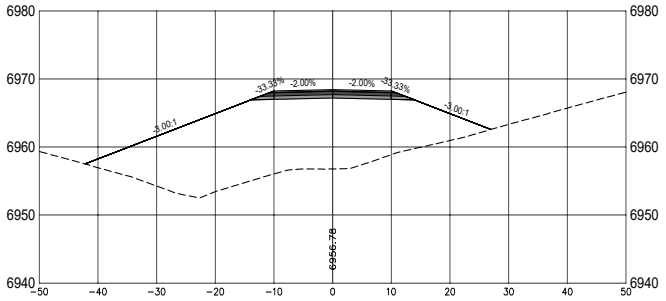

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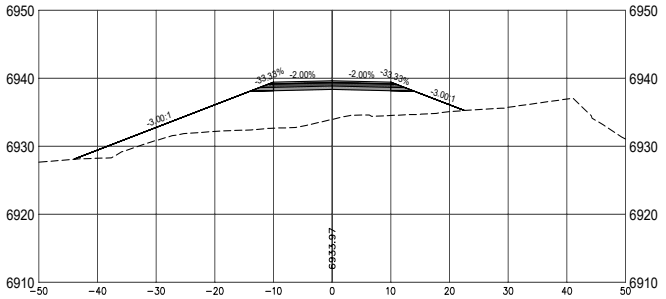
SUNRISE LANE



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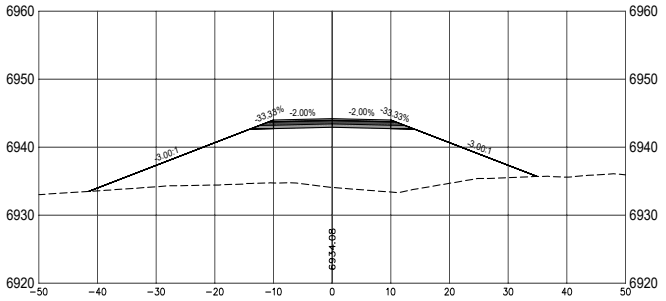

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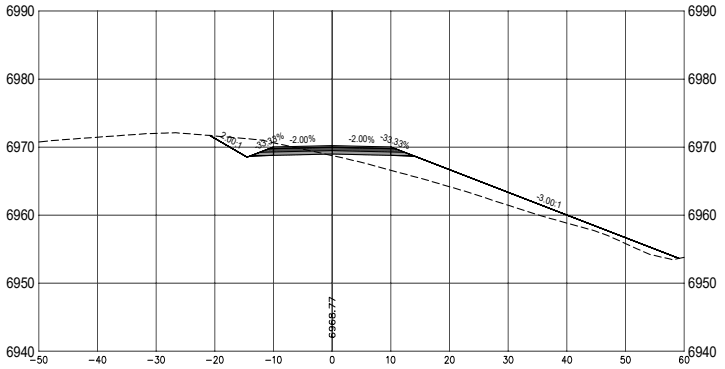
ARROYO LANE



0+50

NORTH SPUR RD

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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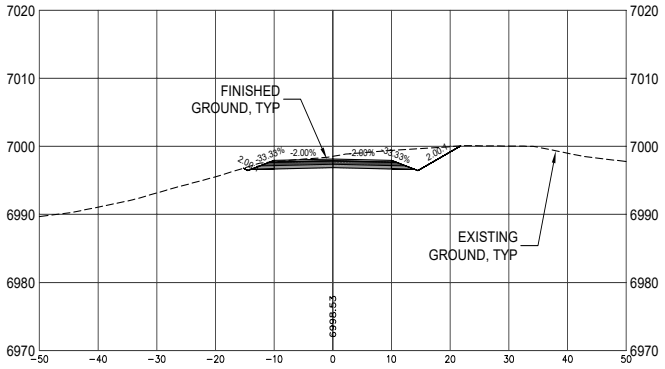
DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS -
PHASE 1 ROADS

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-708

REVISIONS	DATE	ENGINEERS SEAL



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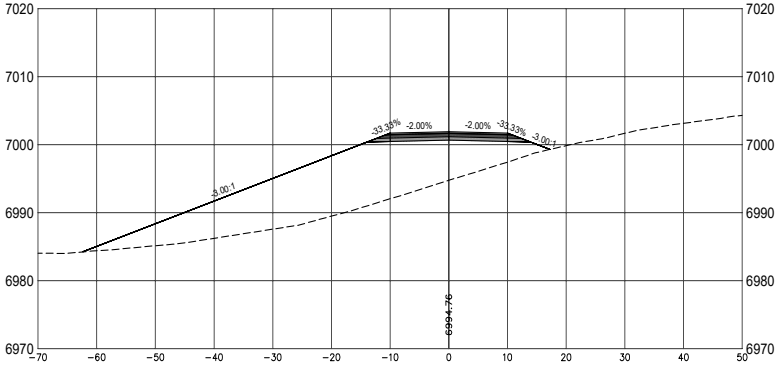

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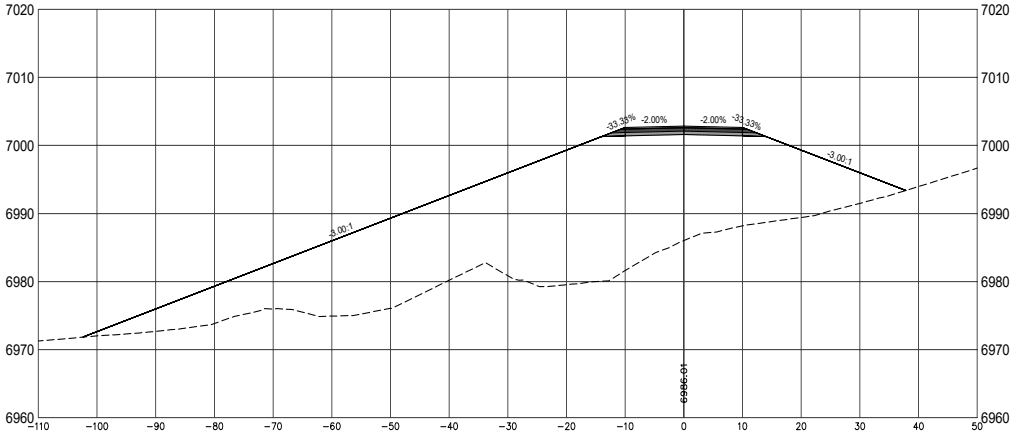

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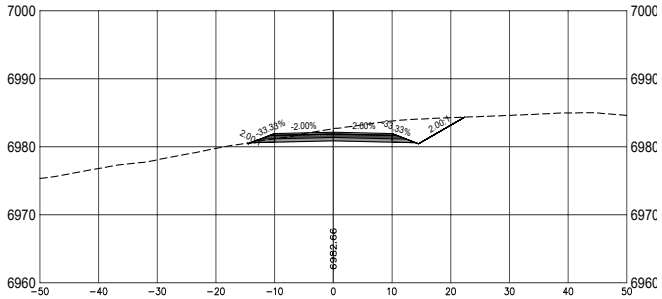

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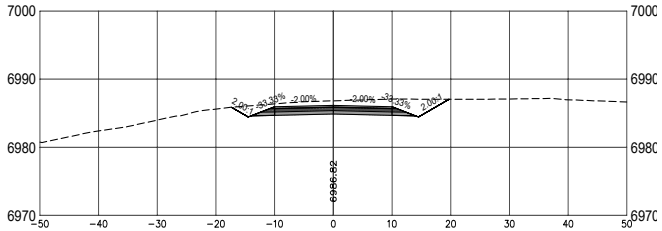

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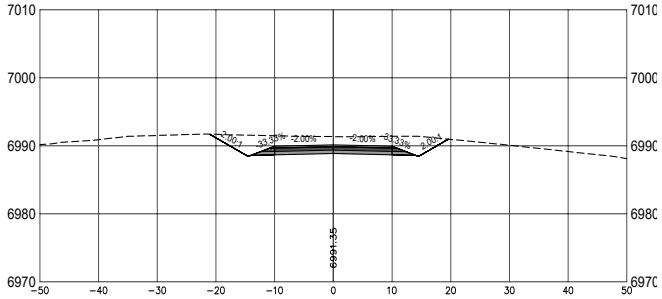

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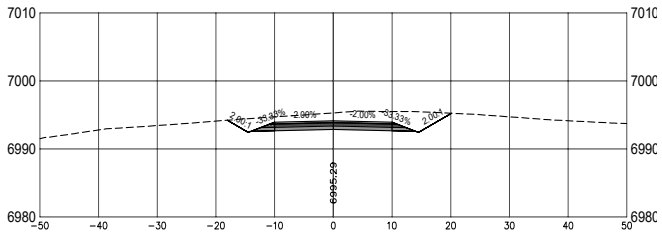

2+00

EAST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

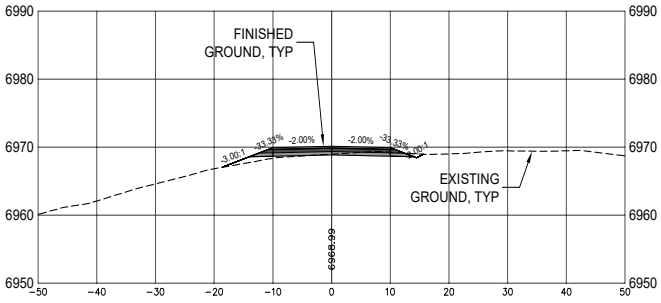
ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-709

ENGINEERS SEAL

DATE

REVISIONS



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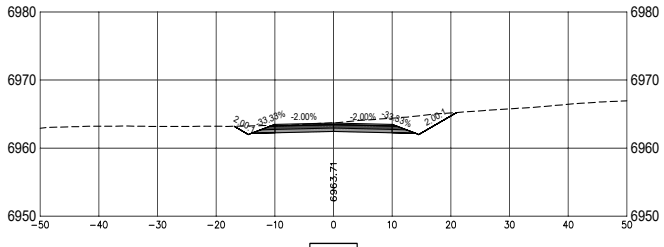

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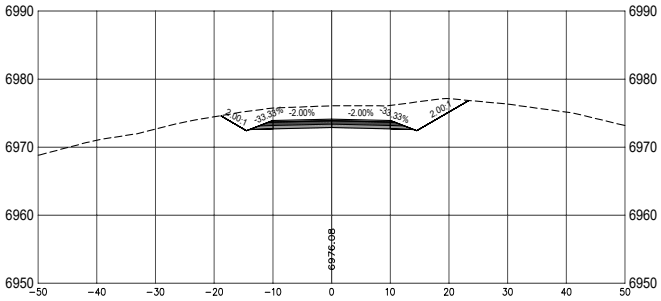

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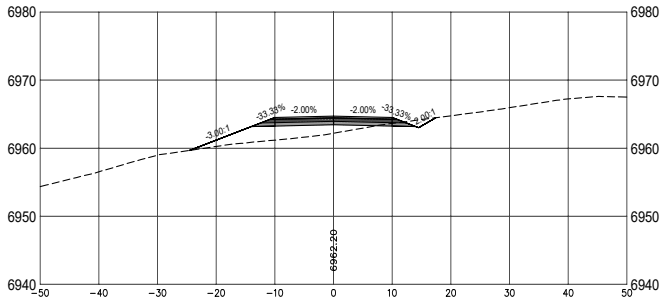

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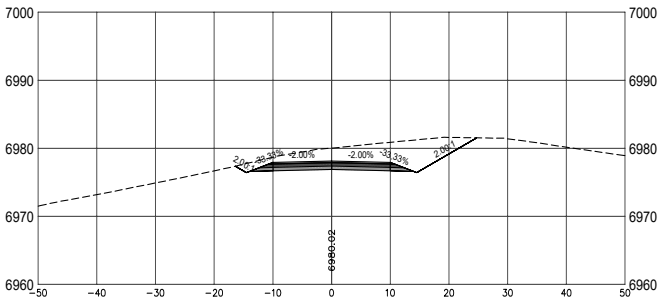

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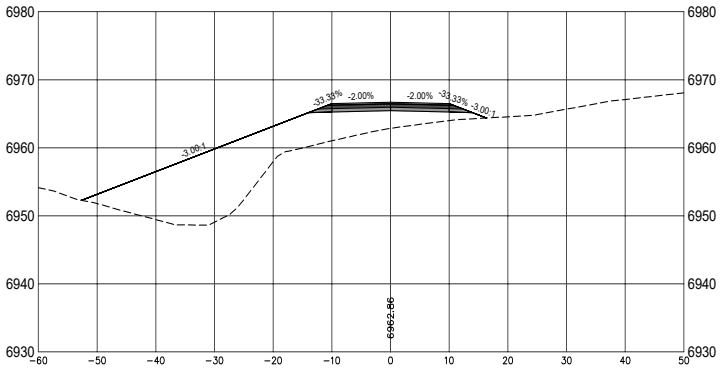

5+50

EAST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

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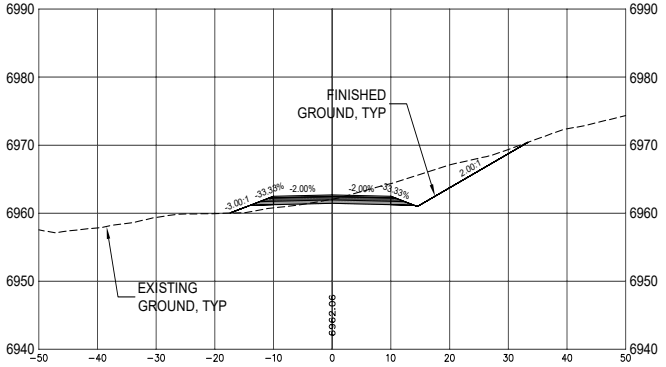
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-710

REVISIONS	DATE	ENGINEERS SEAL



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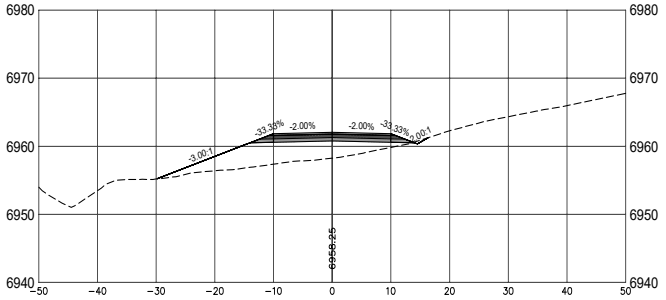

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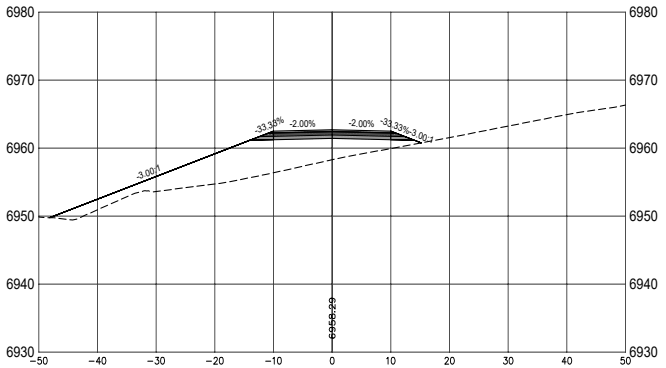

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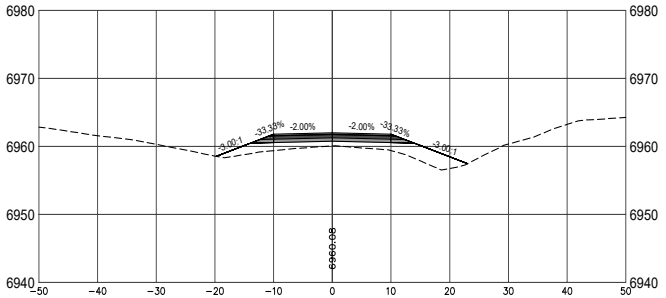

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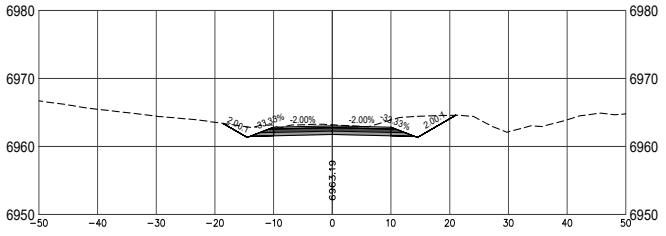

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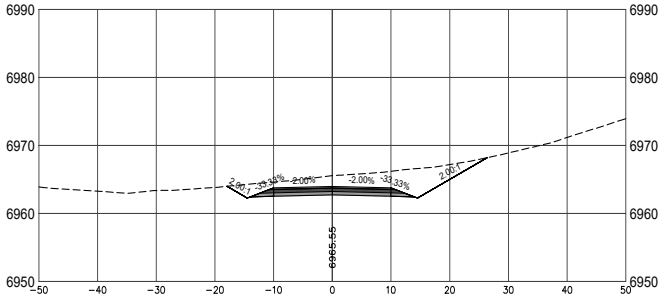

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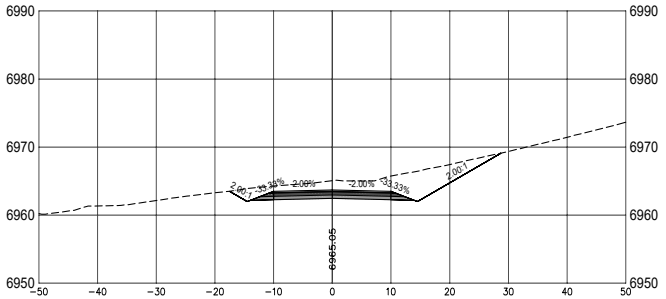

8+50

EAST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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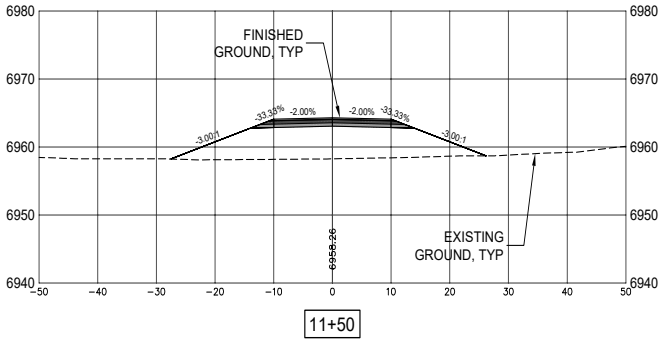
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-711

REVISIONS	DATE	ENGINEERS SEAL



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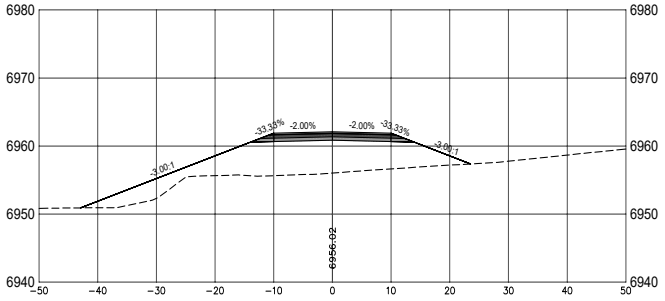

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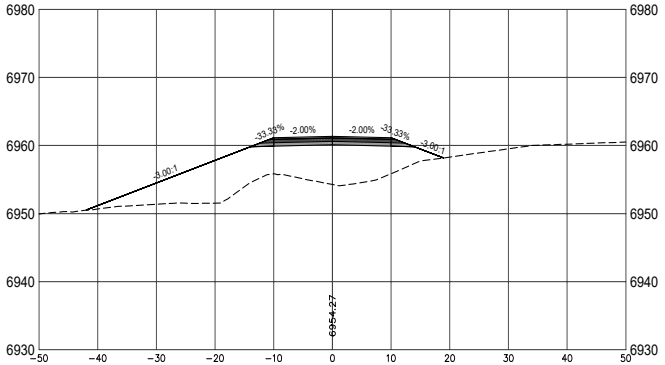

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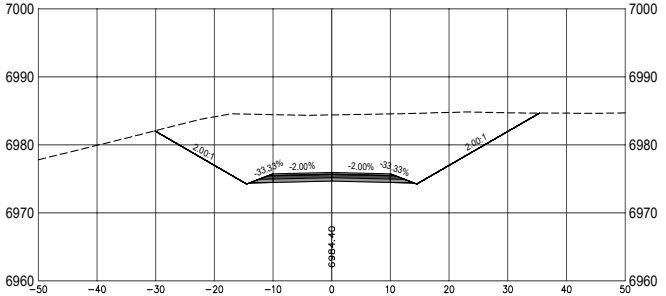

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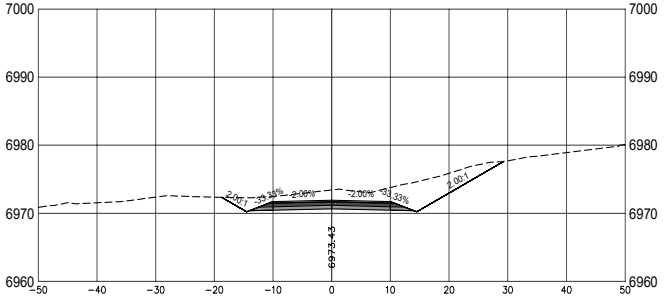

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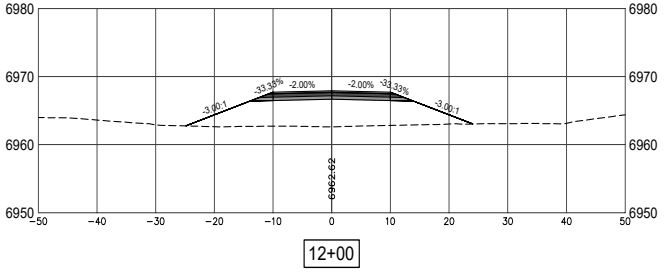

12+00

EAST VILLAGE DR

0 5 10 20

SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

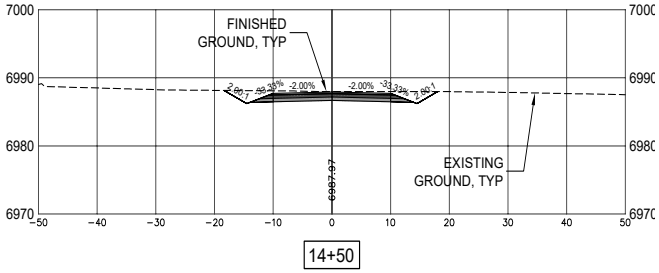
ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-712

ENGINEERS SEAL

DATE

REVISIONS



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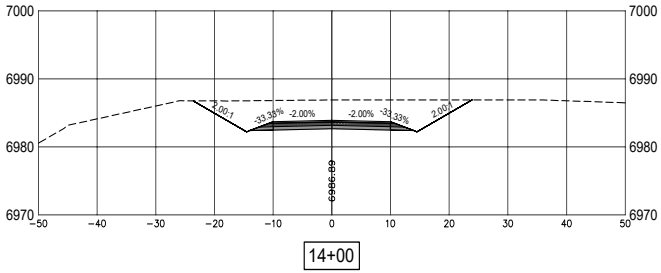

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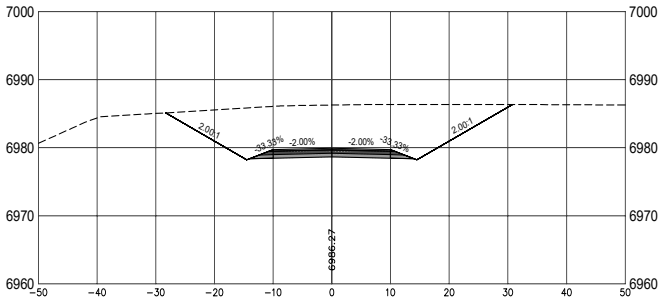

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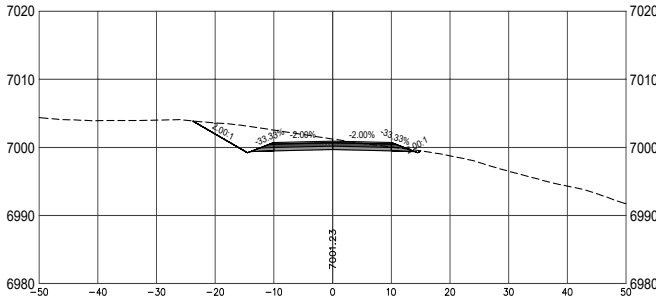

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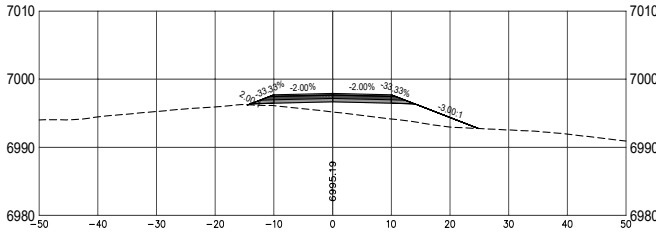

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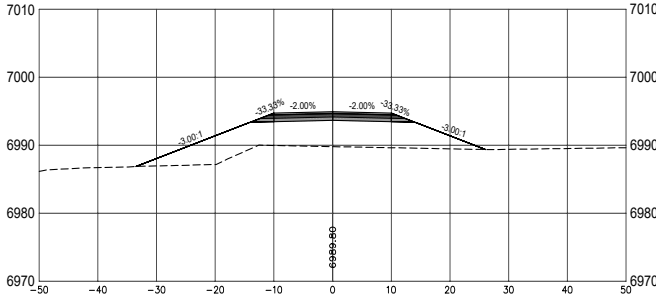

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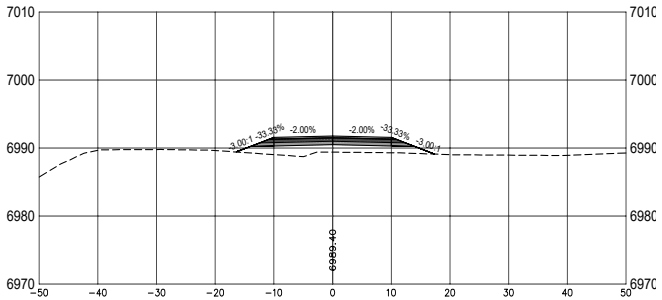

15+00

EAST VILLAGE DR

SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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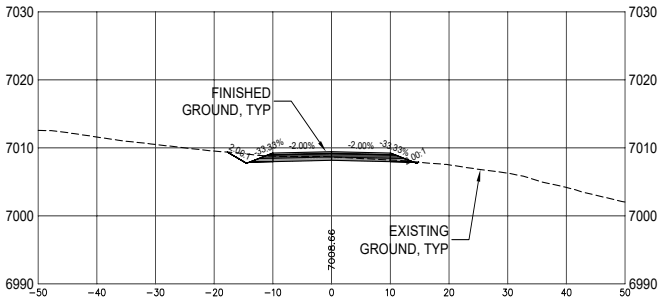
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-713

REVISIONS	DATE	ENGINEERS SEAL



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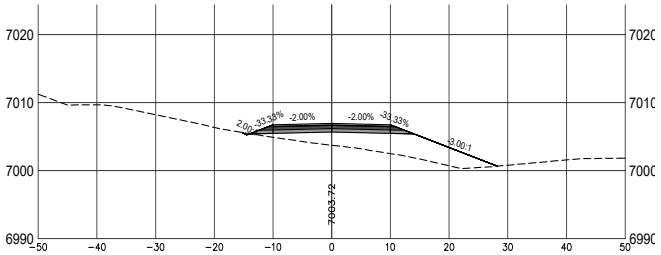

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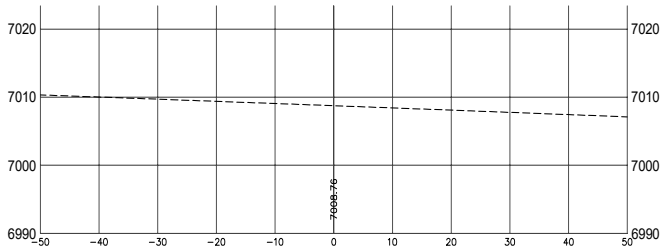

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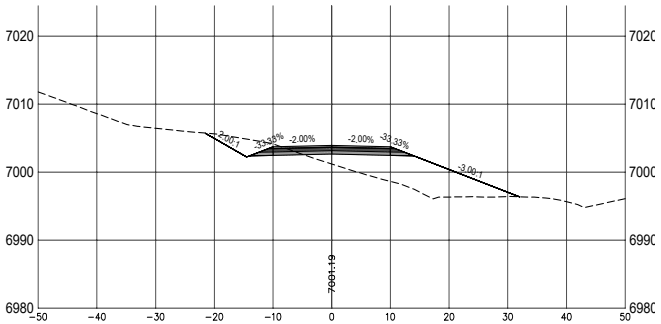

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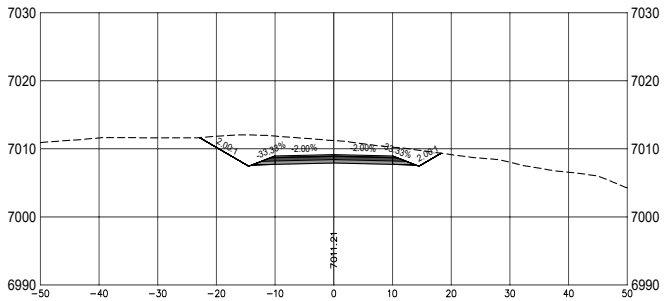

18+50

EAST VILLAGE DR

0 5 10 20
SCALE: 1" = 10'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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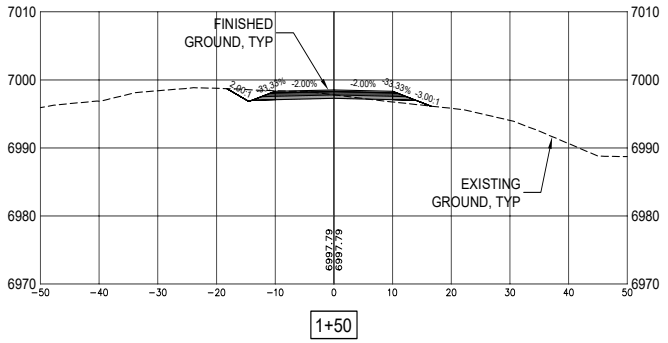
DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS - EAST VILLAGE DR

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-714

REVISIONS	DATE	ENGINEERS SEAL



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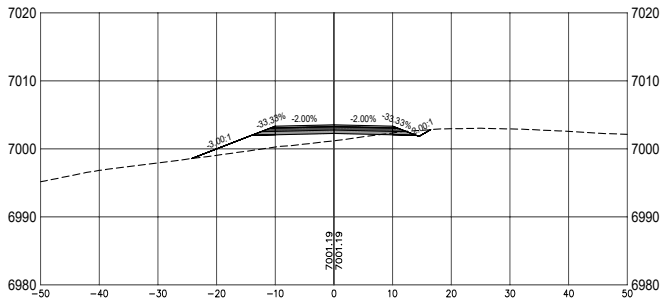

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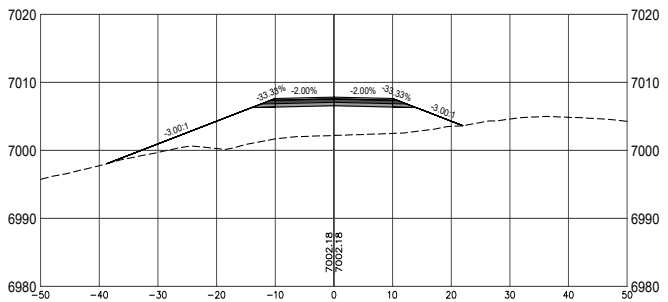

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TESUQUE VISTA

0 5 10 20
SCALE: 1" = 10'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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DEVELOPMENT PLAN AND
PRELIMINARY PLAT SUBMITTAL FOR
THE RESORT AT MONTE SERENO

ROADWAY CROSS SECTIONS -
TESUQUE VISTA

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 10'	C-715

REVISIONS	DATE	ENGINEERS SEAL
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STORM WATER POLLUTION PREVENTION PLAN
THE RESORT AT MONTE SERENO
SANTA FE, NEW MEXICO

1. SITE AND PROJECT DESCRIPTION

The project site is currently undeveloped and mainly in its natural condition. There are no arroyos adjacent to the site. .

1.1 Owner Operator:

Construction Operator (Separate NPDES Permit needed).

_____

_____

_____

_____

Telephone: _____

Fax: _____

1.2 Location of the site:

The site is located in Township 18 North, Range 9 East, Section 36, in Santa Fe, New Mexico.

The latitude and longitude are as follows:

Latitude: 35˚45'11" N
Longitude: 105˚56'38" W

1.3 The total area of the site:

37.129 ± acres

1.4 The area of the site that is expected to be disturbed:

8.075 ± acres

1.5 Endangered Species:

Based on the instruction provided by the EPA Compliance Assurance and Enforcement Division Water Enforcement Branch, Region 6 "Storm Water Region 6 NPDES General Permit for Storm Water Discharge from Construction Activity," there are no endangered or threaten species, or designated critical habitat, which are likely to be adversely affected by the construction activity's storm water discharge or storm water discharge related activities.

1.6 Intended sequence of major construction activities:

1. Install Best Management Practices (BMP's). The contractor shall minimize soil disturbance and insure the proper stockpiling of materials.

2. Site Grading. The contractors shall use site-specific controls as shown on the Temporary Erosion Control Plans and Grading and Drainage Plans. Soil disturbance shall be minimized.

3. Installation of Utilities including trenching, stockpiling of excavated materials and backfilling. The contractors shall use site-specific controls as shown on the Temporary Erosion Control Plans.

4. Stabilization. The contractors shall use site-specific controls as shown on the Permanent Erosion Control Plans.

1.7 The following maps have been prepared:

1.7.1 Vicinity Map

See sheet G-100.

1.7.2 Drainage patterns:

Grading and Drainage Plans, C-300 series.

1.7.3 Approximate slopes after major grading.

Permanent Erosion Control Plan, C-902.

1.7.4 Outline area of disturbance:

Permanent Erosion Control Plan, sheet C-902.

1.7.5 Outline of areas which won't be disturbed:

See SWPPP Plan, this sheet.

1.7.6 Location of major structural and non-structural concepts:

Temporary Erosion Control Plan, sheet C-901.

1.7.7 Areas where stabilization practices are expected to occur.

Permanent Erosion Control Plan, sheet C-902.

2. DESCRIPTION OF CONTROLS

2.1 Posting Requirements:

The Contractor will post conspicuously near the entrance to the site the following items:

Copies of NOIs
Name and telephone number of contact persons.

2.2 "Good Housekeeping":

The contractors shall practice "Good Housekeeping." This includes the proper disposal of construction and demolition debris on a daily basis, proper wash down methods of construction vehicles, the proper stockpiling of materials. The construction site shall be kept in a neat and orderly manner and exposure of material to storm water will be minimized to the extent practicable.

2.3 Concrete Washout

Concrete washout is a process wastewater and must be controlled in a designated area (e.g. bermed pit) and disposed of properly and noted on the Temporary Erosion Control Plans.

2.4 Minimize Disturbance and Preserve Natural Vegetation:

The Contractor shall minimize disturbance. The limits of construction shall be clearly delineated and enforced. Special attention will be given to protecting established vegetation. The contractor will be responsible for replacing vegetation that is unnecessarily disturbed.

2.5 Inspections:

Disturbed areas, stabilization and structural control measures shall be inspected as required and at least once every two weeks, and within 24 hours or the next working day of the end of a storm event. If a portion of the site has been finally or temporarily stabilized, and runoff is unlikely due to winter conditions, or during seasonal arid periods, inspections shall be conducted on a monthly basis.

Inspections shall be documented on the inspection and maintenance form. Inspections shall be continued by the Owner and final stabilization of an area is achieved and/or the Notice of Termination is submitted.

2.6 Record Keeping:

A copy of the SWPP Plan will be maintained onsite for the use of all Operators and those identified in the SWPP Plan as having on site responsibilities. Items that will be maintained and attached to the SWPPP include:

Inspection Reports: The inspection reports shall be signed by a qualified inspector assigned by the Contractor. The SWPPP package and reports shall be available to EPA representatives at all times during construction.

Land Disturbance Log containing: dates when major soil disturbing activities occur, dates when construction activities temporarily or permanently cease on a portion of the site, and dates when stabilization measures are initiated.

Spill Tracking

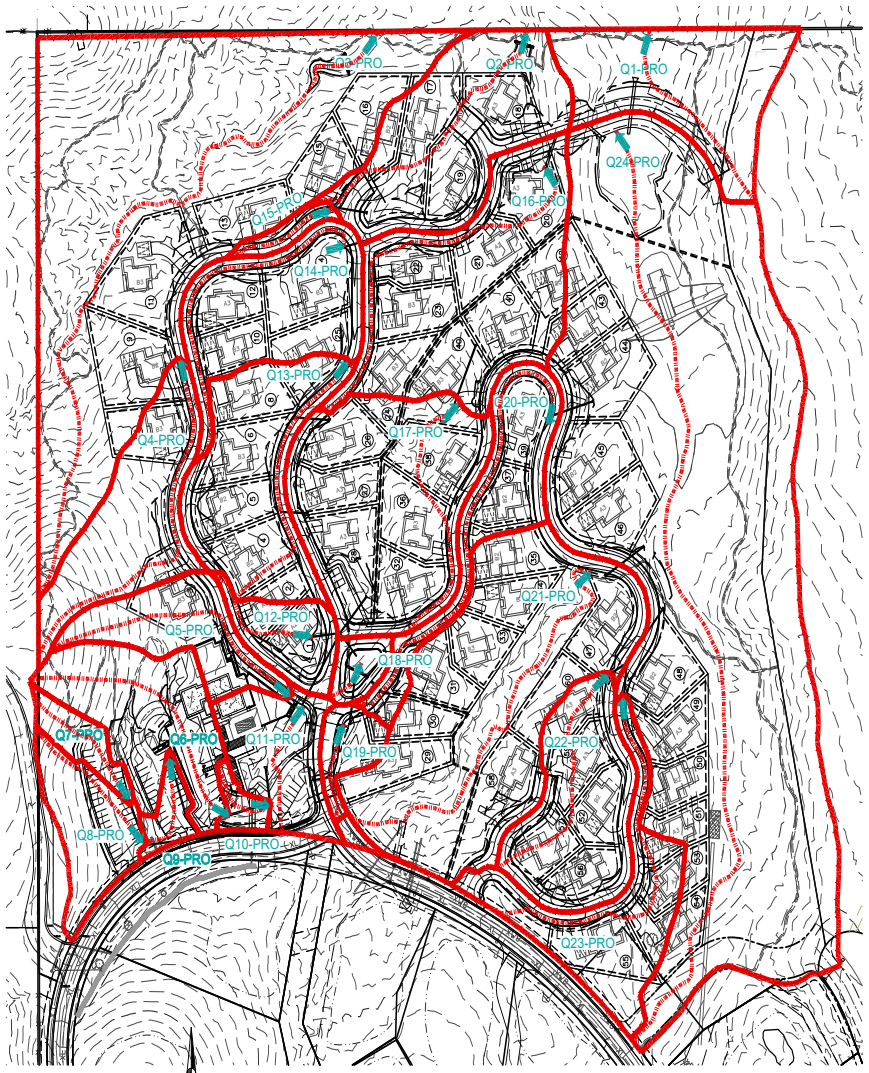
Copies of SWPP Plans, inspection records, spill reports, all reports required by NPDES Permit coverage, and data used to complete the NOI shall be retained by the permitees.

2.7 Plan Amendment:

This SWPP Plan will be amended when:

There is a change in design, construction, operation, or maintenance.

If the inspection report identifies problems or inadequacies with the current BMPs, the SWPP Plan shall be modified as necessary to include additional or modified BMP's designed to correct the problems.



N

0 50 100 200

SCALE: 1" = 100'

DEVELOPED CONDITIONS DRAINAGE MAP

SCALE: 1" = 100', CONTOUR INTERVAL = 5'

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

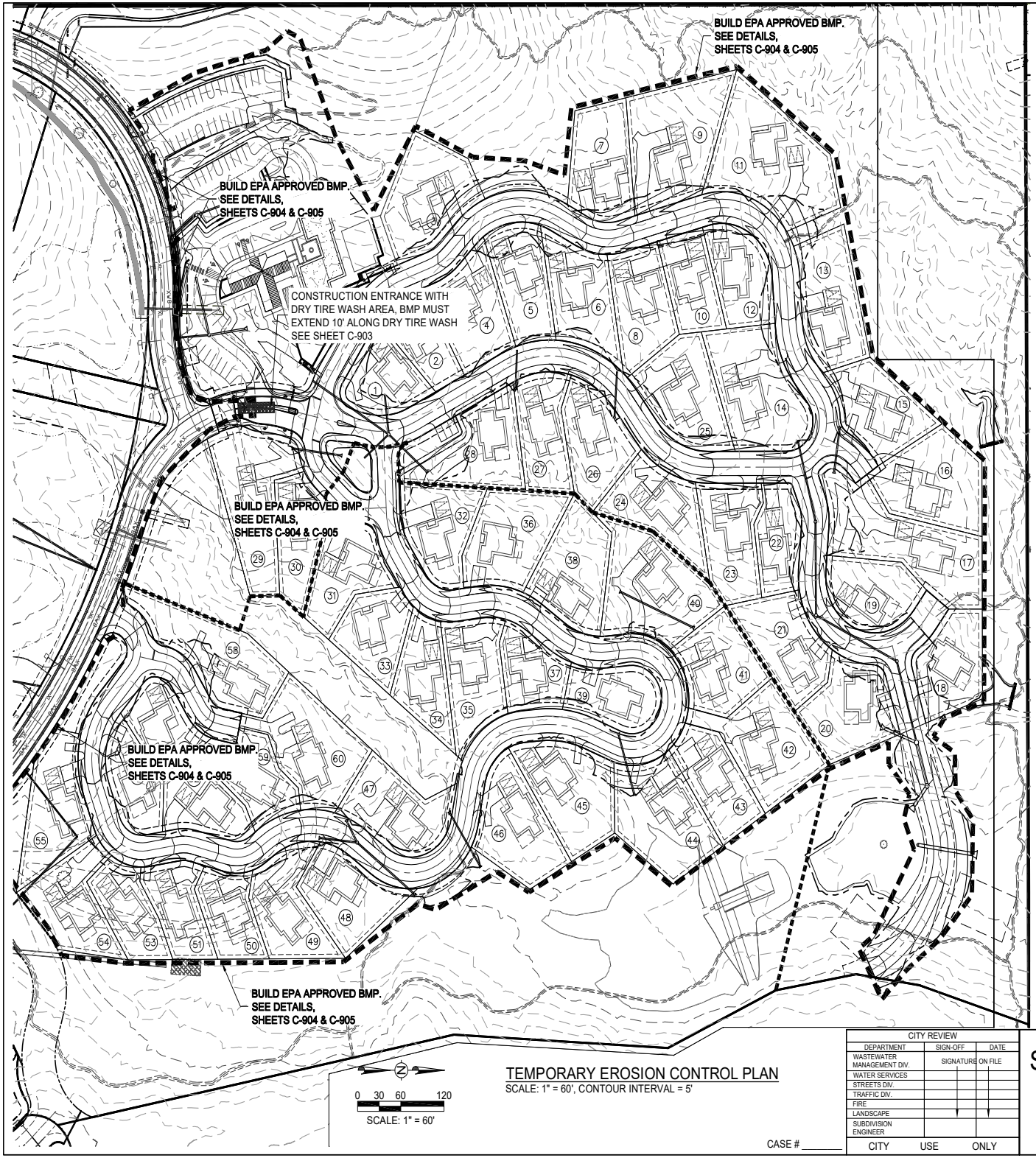
STORM WATER POLLUTION PREVENTION PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 100'	C-800

ENGINEERS SEAL

DATE

REVISIONS



BEST MANAGEMENT PRACTICES - NOTES

1. DISTURBED AREAS SHALL BE PROTECTED FROM EROSION DURING CONSTRUCTION BY MEANS ADEQUATE TO RETAIN SOIL ON SITE.
2. EXCEPT AS NECESSARY TO INSTALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES, LAND SHALL NOT BE GRADED OR CLEARED UNTIL ALL SUCH TEMPORARY DEVICES HAVE BEEN PROPERLY INSTALLED AND INSPECTED. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. SIGNIFICANT TREES, AREAS WITH SUBSTANTIAL GRASS COVERAGE, AND DRAINAGE WAYS THAT ARE TO REMAIN UNDISTURBED SHALL BE FENCED OFF PRIOR TO THE USE OF ANY HEAVY MACHINERY ON-SITE AND DURING THE ENTIRE CONSTRUCTION PROCESS. FENCING SHALL BE PLACED FIVE FEET TO THE OUTSIDE OF THE DRIP LINE OF SIGNIFICANT TREES.
4. SOIL STOCKPILES SHALL BE PROTECTED FROM EROSION THROUGHOUT CONSTRUCTION BY USING APPROPRIATE EROSION CONTROL TECHNIQUES. STAGING AND SOIL STOCKPILE AREAS SHALL BE CLEARLY DESIGNATED ON THE SITE. ALL TOPSOIL SHALL BE KEPT ON SITE, WITHIN THE DISTURBANCE ZONE OF CONSTRUCTION, AND REINTRODUCED IN TO PLANTING AREAS TO THE EXTENT POSSIBLE. THERE ARE NO SOIL STOCKPILES ASSOCIATED WITH THIS PROJECT.
5. WATERING DOWN EXPOSED AREAS IS REQUIRED TO PREVENT THE BLOWING OF DUST OR SEDIMENT.
6. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT WHILE STILL ALLOWING THE ENTRY OF STORM WATER.
7. EROSION AND SEDIMENT CONTROL SHALL BE ACCOMPLISHED BY WATERING AND/OR FIBER MULCH WITH TACKIFIER.
8. ALL CONSTRUCTION TRAFFIC SHALL USE TIRE WASHES.

MAINTENANCE RESPONSIBILITIES AND INSPECTIONS

1. DISTURBED AREAS, STABILIZATION AND STRUCTURAL CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING DAY OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE TO WINTER CONDITIONS, OR DURING SEASONAL ARID PERIODS, INSPECTIONS SHALL BE CONDUCTED ON A MONTHLY BASIS.
2. THE STORM WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN GOOD CONDITION AND PROMPTLY REPAIRED TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PROPER WORKING CONDITION.
3. IF AFTER NOTICE BY THE CITY TO CORRECT A VIOLATION REQUIRING MAINTENANCE WORK, SATISFACTORY CORRECTIONS ARE NOT MADE WITHIN A REASONABLE PERIOD OF TIME. THE CITY MAY PERFORM ALL NECESSARY WORK TO PLACE THE FACILITY IN PROPER WORKING CONDITION. THE CONTRACTOR SHALL BE ASSESSED THE ASSOCIATED COSTS OF THE WORK.

LEGEND

EPA APPROVED BMP. SEE SHEETS C-904 & C-905 FOR DETAILS

ENGINEERS SEAL

DATE

REVISIONS

0 30 60 120
SCALE: 1" = 60'

TEMPORARY EROSION CONTROL PLAN

SCALE: 1" = 60', CONTOUR INTERVAL = 5'

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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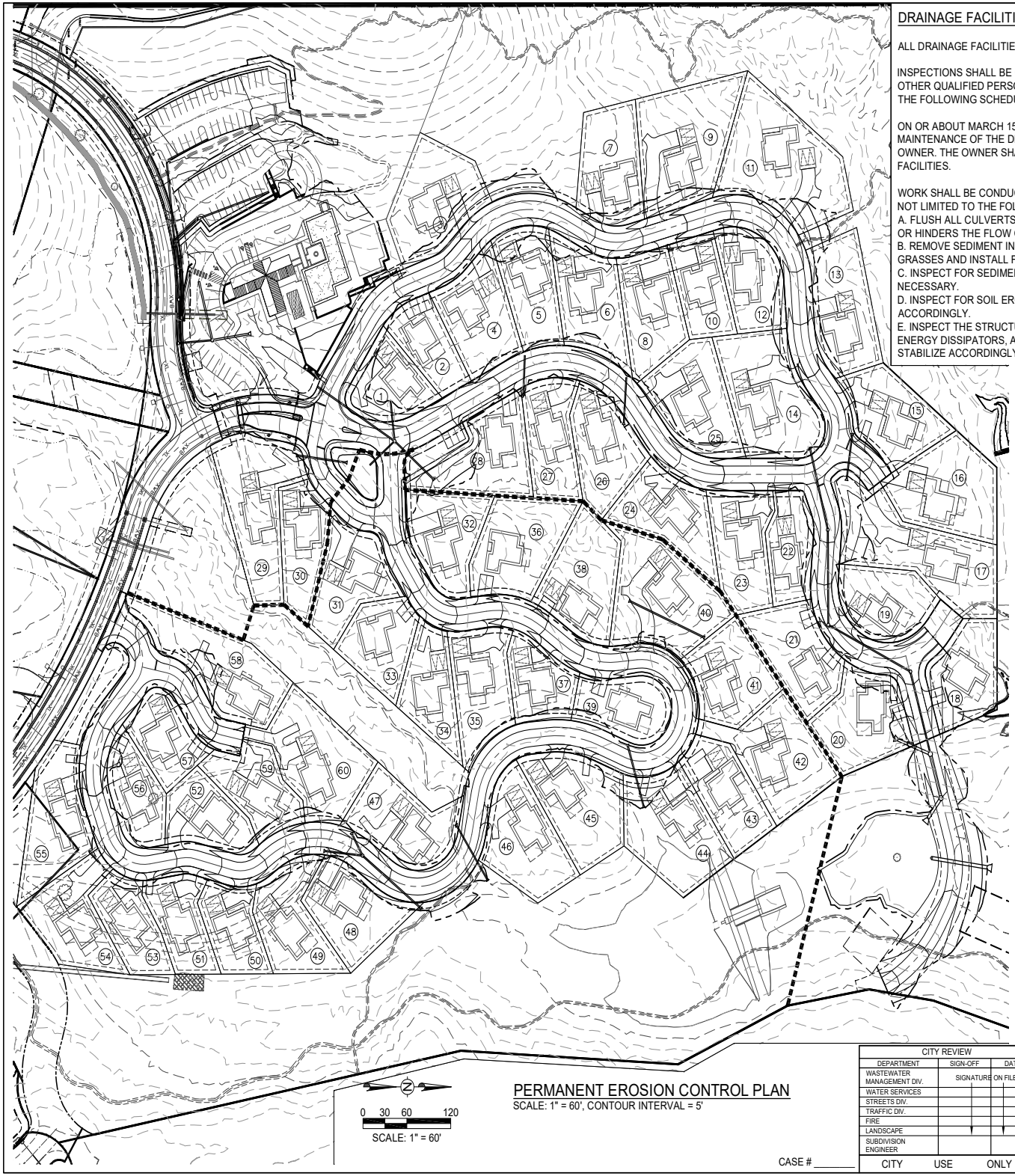
DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

TEMPORARY EROSION CONTROL PLAN

DATE:	SCALE:	SHEET:
JUNE 2021	1" = 200'	C-801



DRAINAGE FACILITIES MAINTENANCE NOTE

ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY ALL PROPERTY OWNERS.

INSPECTIONS SHALL BE CONDUCTED BY A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO OR OTHER QUALIFIED PERSON. INSPECTIONS SHALL BE CONDUCTED ON THE DRAINAGE FACILITIES IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

ON OR ABOUT MARCH 15, ON OR ABOUT SEPTEMBER 15, AND AFTER EACH STORM EVENT OF 1-INCH OR GREATER. MAINTENANCE OF THE DRAINAGE FACILITIES SHALL BE CONDUCTED AND DOCUMENTED BY THE ENGINEER AND THE OWNER. THE OWNER SHALL MAINTAIN A FILE OF THE INSPECTIONS AND REMEDIAL ACTION CONDUCTED ON THE DRAINAGE FACILITIES.

WORK SHALL BE CONDUCTED IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS, AND SHALL INCLUDE, BUT IS NOT LIMITED TO THE FOLLOWING:
A. FLUSH ALL CULVERTS, DROP INLETS AND DRAINAGE PIPES TO REMOVE SEDIMENT AND VEGETATION THAT PREVENTS OR HINDERS THE FLOW OF STORM WATER IN THE DRAINAGE STRUCTURE(S).
B. REMOVE SEDIMENT IN PONDS THAT IS GREATER THAN 6-INCHES IN DEPTH, AND IF NECESSARY, RESEED WITH NATIVE GRASSES AND INSTALL FILTER FABRIC AND 3 TO 4 INCH COBBLE AS DIRECTED BY THE ENGINEER.
C. INSPECT FOR SEDIMENTATION IN ALL SWALES, DITCHES, DRAINAGE PONDS AND REMOVE AND STABILIZE AS NECESSARY.
D. INSPECT FOR SOIL EROSION AT ALL DRAINAGE PONDS, CUT AND FILL SLOPES, AND REPAIR OR STABILIZE ACCORDINGLY.
E. INSPECT THE STRUCTURAL INTEGRITY OF DRAINAGE PONDS, SLOPES, RIP-RAP, GABIONS, DROP INLETS, CULVERTS, ENERGY DISSIPATORS, AND RETAINING WALLS, ROCK PLATING, EROSION CONTROL MATS OR BLANKETS, AND REPAIR OR STABILIZE ACCORDINGLY.

LONG TERM MAINTENANCE RESPONSIBILITIES AND INSPECTIONS

1. THE STORM WATER MANAGEMENT SYSTEM SHALL BE MAINTAINED IN GOOD CONDITION AND PROMPTLY REPAIRED.
2. THE CITY OR ITS AUTHORIZED AGENT MAY ENTER UPON THE PROPERTY, AT REASONABLE TIMES TO ENSURE THAT THE SYSTEM IS MAINTAINED IN PROPER WORKING CONDITION.
3. IF AFTER NOTICE BY THE CITY TO CORRECT A VIOLATION REQUIRING MAINTENANCE WORK, SATISFACTORY CORRECTIONS ARE NOT MADE WITHIN A REASONABLE PERIOD OF TIME. THE CITY MAY PERFORM ALL NECESSARY WORK TO PLACE THE FACILITY IN PROPER WORKING CONDITION. THE OWNER(S) OR RESPONSIBLE PARTY OF THE FACILITY SHALL BE ASSESSED THE ASSOCIATED COSTS OF THE WORK.

INSPECTIONS AND VIOLATIONS DURING CONSTRUCTION PROCESS

1. INSPECTIONS BY CITY ARE DUE WHEN STORM WATER MANAGEMENT MEASURES ARE COMPLETED AND WHEN THE FINAL SITE RESTORATION MEASURES ARE COMPLETED. HOWEVER, IF FINAL SITE RESTORATION MEASURES ARE BEING DELAYED DUE TO THE SEASON, THE CITY SHALL BE NOTIFIED WHEN TEMPORARY EROSION CONTROL MEASURES FOR USE UNTIL RESTORATION IS COMPLETE, IN PLACE AND READY FOR INSPECTION.
2. FURTHER CONSTRUCTION OR ISSUANCE OF ANY PERMITS SHALL NOT OCCUR UNTIL WRITTEN APPROVAL HAS BEEN GRANTED BY THE CITY.

WATER LEVEL MEASUREMENT

1. THE CONTRACTOR SHALL INSTALL A STAFF GAUGE AT EACH POND TO MEASURE SEDIMENT ACCUMULATION. STAFF GAUGE MARKINGS SHALL BE IN 0.25' INCREMENTS WITH 0 AT THE BOTTOM OF THE POND AND LABELED FOOT MARKS TO THE TOP OF THE POND. UV RESISTANT MATERIALS SHALL BE USED INCLUDING: FIBERGLASS, STAINLESS STEEL, PVC, ALUMINUM / DIE-BOND BACKED, LEXAN OR POLYCARBONTE COATED MYLAR. SHOP DRAWING SUBMITTALS ARE REQUIRED PRIOR TO CONSTRUCTION. SEE DETAIL, SHEET C-903.
2. THE STAFF GAUGE SHALL BE CLEANED DURING SPRING AND FALL MAINTENANCE TO REMOVE ANY ACCUMULATION ON THE GAUGE.

ENGINEERS SEAL

DATE

REVISIONS

N

0 30 60 120

SCALE: 1" = 60'

PERMANENT EROSION CONTROL PLAN

SCALE: 1" = 60', CONTOUR INTERVAL = 5'

CASE # _____

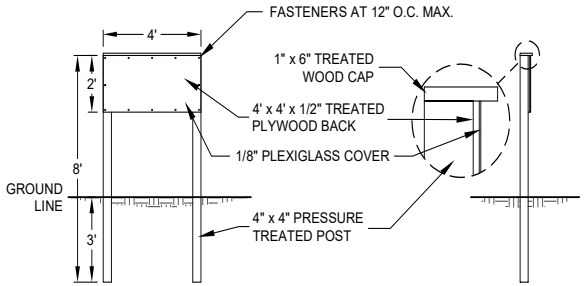
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

PERMANENT EROSION CONTROL PLAN

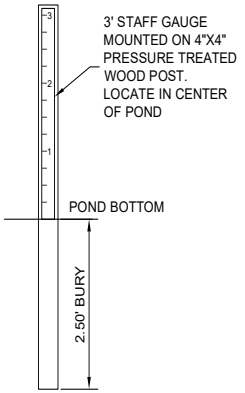
DATE:	SCALE:	SHEET:
JUNE 2021	1" = 200'	C-802



N.P.D.E.S. PERMIT POSTING BOARD
(LOCATED AT MAIN ENTRANCE)

CITY OF SANTA FE NPDES STORMWATER MANAGEMENT NOTES

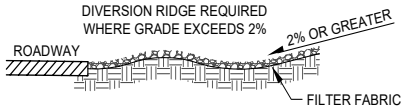
1. DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS OF THE SFCC CHAPTER XIII STORMWATER UTILITY INCLUDING THE STORMWATER UTILITY SERVICE CHARGE AND STORMWATER ILLICIT DISCHARGE CONTROL REQUIREMENTS.
2. DEVELOPMENT IS SUBJECT TO THE REQUIREMENTS OF NPDES GENERAL MS4 DISCHARGE PERMIT NO. NMR040000 AND NPDES CONSTRUCTION GENERAL PERMIT NO. NMR 100000.
3. CONSTRUCTION GENERAL DISCHARGE PERMIT NO. NMR100000- A STORMWATER POLLUTION PREVENTION PLAN MUST BE PREPARED BY A QUALIFIED PROFESSIONAL AND A NOTICE OF INTENT (NOI) FOR COVERAGE MUST BE FILED WITH THE EPA. CONSTRUCTION STORMWATER DISCHARGES **ARE NOT PERMITTED** UNTIL A MINIMUM OF SEVEN (7) CALENDAR DAYS AFTER EPA ACKNOWLEDGEMENT OF A COMPLETE NOI.
4. CITY OF SANTA FE STORMWATER ILLICIT DISCHARGE CONTROL- SFCC 13-2 PROHIBITS THE DISCHARGE OF POLLUTANTS INCLUDING SEDIMENT, SLURRIES, MUD, PLASTERS, CONCRETE RINSATES AND ANY CONSTRUCTION MATERIALS, WASTES AND GARBAGE, ETC. TO THE STORM DRAIN SYSTEM. THE STORM DRAIN SYSTEM INCLUDES ROADS, STREETS, CURBS, GUTTERS, DROP INLETS, PIPED STORM DRAINS, CULVERTS, RETENTION AND DETENTION BASINS, NATURAL AND MAN-MADE DRAINAGE CHANNELS, ARROYOS, RIVERS AND ANY FACILITY AND APPURTENANCE BY WHICH STORMWATER IS COLLECTED AND/OR CONVEYED.
5. CITY OF SANTA FE TERRAIN AND STORMWATER REGULATIONS- SFCC 14-8.2 REQUIRES THAT CONSTRUCTION DISTURBED AREA SHALL BE PROTECTED AGAINST EROSION. SEDIMENT MUST BE CONTAINED ON THE DISTURBED AREA BY THE USE OF TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES SUCH AS SILT FENCING, SWALES, BERMS, GEOTEXTILES, SEDIMENT BASINS AND TRAPS. PROTECTION FOR STORM DRAIN INLETS SHALL BE PROVIDED TO PREVENT THE ENTRY OF SEDIMENT FROM THE SITE WHILE STILL ALLOWING THE ENTRY OF STORMWATER. CONTROL DEVICES SHALL BE KEPT IN PLACE AND USED UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
6. THE CONTRACTOR SHALL NOT REMOVE SILT FENCE AND MULCH SOCKS OR OTHER TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES UNTIL DISTURBED AREAS ARE STABILIZED. SOIL STABILIZATION AND EROSION CONTROL MEASURES SHALL BE COMPLETED WITHIN 21 CALENDAR DAYS AFTER COMPLETION OF CONSTRUCTION OR OTHER SOIL DISTURBANCE ACTIVITIES ON THE SITE. IF THE TIME OF YEAR IS NOT CONDUCIVE TO PLANTING, THEN PLANTING MAY BE DELAYED UNTIL THE NEXT APPROPRIATE PLANTING SEASON PROVIDED THAT ALL TEMPORARY EROSION CONTROL MEASURES ARE MAINTAINED UNTIL PERMANENT EROSION CONTROL MEASURES ARE IMPLEMENTED. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED WITH AN APPROPRIATE SEED BASE TO PROVIDE EROSION CONTROL FOR AT LEAST THREE YEARS WITHOUT ACTIVE MAINTENANCE. TEMPORARY EROSION CONTROL MEASURES SHALL BE SELECTED, DESIGNED AND INSTALLED TO ACHIEVE 70 PERCENT VEGETATIVE COVER WITHIN THREE YEARS.



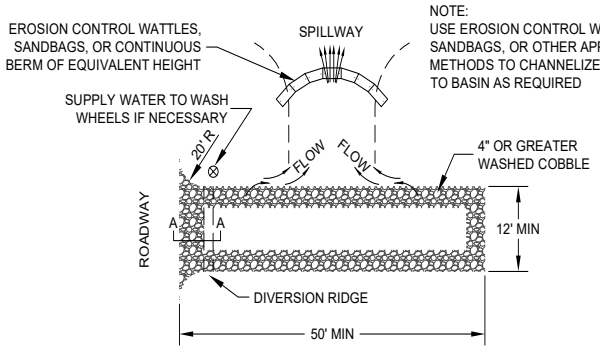
POST AND STAFF GAUGE
SCALE: N.T.S.

NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL MINIMIZE SEDIMENT TRACKING OR TRANSPORT ONTO PUBLIC ROADWAYS. THIS MAY REQUIRE ADDING ADDITIONAL LAYERS OF GRAVEL, REPAIR AND/OR CLEANOUT OF MEASURE USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC ROADWAYS.
3. VEHICLE WASHING SHALL BE CONDUCTED IN A STABILIZED AREA WITH APPROPRIATE STORM WATER CONTROLS IN PLACE.



SECTION A-A



PLAN VIEW

TEMPORARY GRAVEL CONSTRUCTION ENTRANCE / EXIT

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

CASE # _____

Santa Fe Engineering Consultants, LLC
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http://www.SFENGR.com

DEVELOPMENT PLAN AND PRELIMINARY PLAT SUBMITTAL FOR THE RESORT AT MONTE SERENO

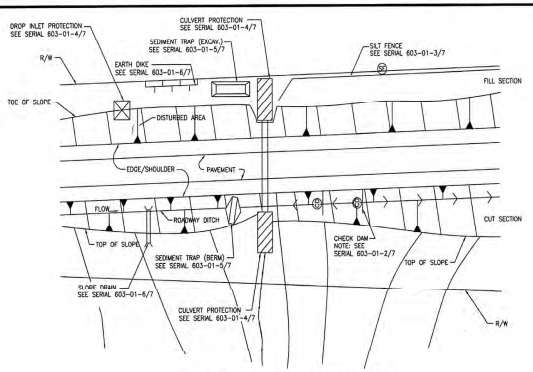
STORM WATER CONTROL DETAILS

DATE:	SCALE:	SHEET:
JUNE 2021	N.T.S.	C-803

ENGINEERS SEAL

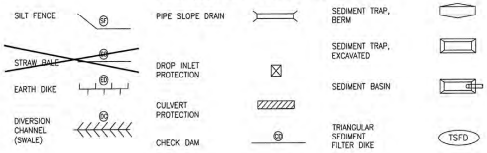
DATE

REVISIONS



TYPICAL USAGE OF SELECTED EROSION AND SEDIMENT CONTROL MEASURES

STANDARD SYMBOLS FOR EROSION AND SEDIMENT CONTROL MEASURES



TEMPORARY EROSION & SEDIMENT CONTROL MEASURES (T.E.S.C.M.)

GENERAL NOTES

1. THE SOIL RETENTION BLANKET INSTALLATION DETAILS SHOWN FOR CULVERT PROTECTION SHALL BE USED FOR ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES UTILIZING SOIL RETENTION BLANKETS UNLESS OTHERWISE NOTED.
2. ROCK PLATING USED IN THE TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THESE SHEETS SHALL HAVE A MINIMUM THICKNESS OF 6 INCHES UNLESS OTHERWISE INDICATED.
3. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES PLACED WITHIN THE CONSTRUCTION CLEAR ZONE SHALL BE INSTALLED WITH 8:1 SLOPES PARALLEL TO TRAFFIC AND 4:1 SLOPES PERPENDICULAR TO TRAFFIC.
4. SEDIMENT TRAPS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN APPROXIMATELY 50% FILLED.
5. CHECK DAMS SHALL BE CLEANED OF ACCUMULATED SEDIMENT WHEN THE DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE CHECK DAM.
6. CULVERT PROTECTIONS SHALL BE INSTALLED UPON INITIATION OF EARTH WORK ACTIVITIES AND MAINTAINED AS MUCH AS PRACTICAL UNTIL STABILIZATION IS COMPLETED AND ACCEPTED. CULVERT PROTECTIONS MAY BE REMOVED FOR PERIODS OF TIME AS REQUIRED DURING CONSTRUCTION TO COMPLETE ADJACENT IMPROVEMENTS.
7. THE CONTRACTOR MAY CONSTRUCT AN EARTH DIKE AS SHOWN, OR RELOCATE THE CHECK DAMS AS CONSTRUCTION PROGRESSES. NO DIRECT PAYMENT SHALL BE MADE FOR RELOCATION OF THE CHECK DAMS.
8. STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.

NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

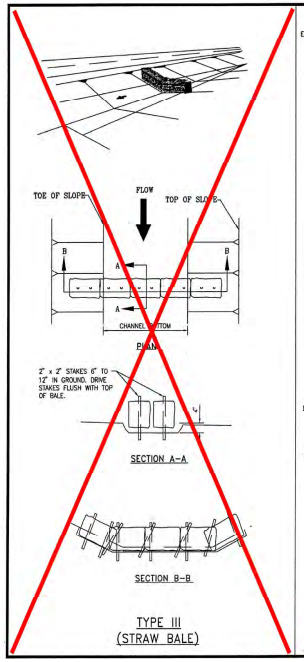
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES

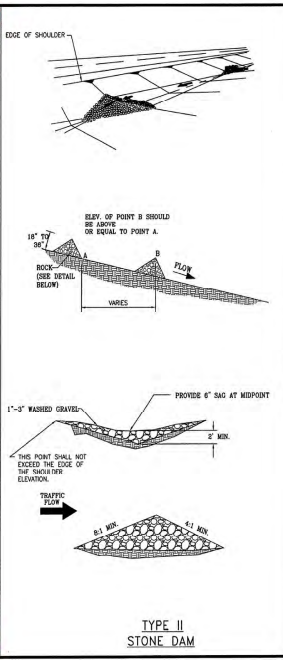
APPROVED Raymundo Montoya 11/21/07
DESIGN ENGINEER DATE

DESIGNED BY___ DRAWN BY___ CHECKED BY___

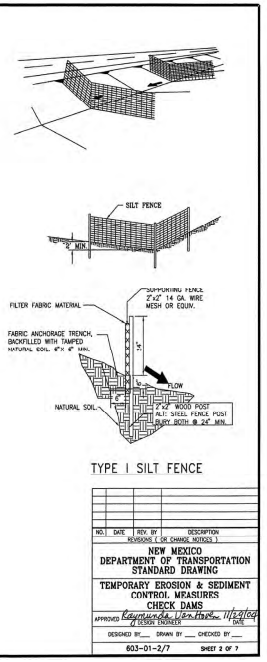
603-01-1/7 SERIAL 1 OF 7



TYPE III (STRAW BALE)



TYPE II STONE DAM



TYPE I SILT FENCE

NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

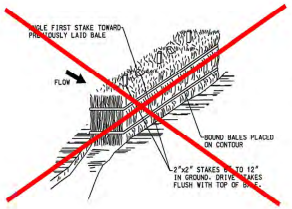
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES CHECK DAMS

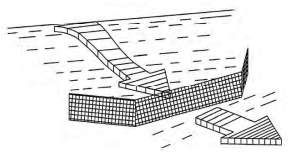
APPROVED Raymundo Montoya 11/21/07
DESIGN ENGINEER DATE

DESIGNED BY___ DRAWN BY___ CHECKED BY___

603-01-2/7 SHEET 2 OF 7



TYPE II STRAW BALE OPTION



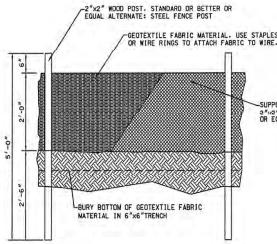
TYPE I SILT FENCE

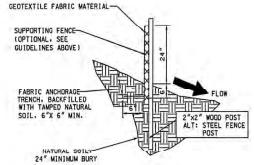
NOTES: SILT FENCE AND CHECK DAM

THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE POST SPACING FOR SILT FENCES TO MINIMIZE MAINTENANCE.

1. POST SPACING SHALL BE 4 FT. MAXIMUM WITHOUT SUPPORTING FENCE. 10 FT. MAXIMUM WITH SUPPORTING FENCE.
2. POSTS FOR 4 FT. MAXIMUM POST SPACING SHALL BE 2 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS. OR STANDARD "T" OR "U" SECTION STEEL POSTS WEIGHING NOT LESS THAN 2 LBS. PER LINEAR FOOT.

   POSTS FOR 10 FT. MAXIMUM POST SPACING SHALL BE 4 INCH SQUARE NOMINAL SIZE OR HEAVIER WOOD POSTS. OR STEEL POSTS AS SPECIFIED ABOVE.
3. SUPPORTING FENCE SHALL BE WIRE MESH (14 GA. MIN., 1 INCH MAX. MESH OPENINGS). SNOW FENCE. PLASTIC FENCE OR APPROVED.
4. SUPPORTING FENCE SHALL BE FASTENED SECURELY TO POSTS WITH STAPLES OR WIRE TIES. GEOTEXTILE FABRIC SHALL BE FASTENED SECURELY TO SUPPORTING FENCE WITH WIRE TIES SPACED AT 2 FT. CENTERS ALONG THE TOP AND MID-SECTION. WHEN A SUPPORTING FENCE IS NOT USED, GEOTEXTILE FABRIC SHALL BE SECURELY FASTENED TO POSTS WITH STAPLES OR WIRE TIES.
5. WHEN SILT FENCE IS USED FOR CHECK DAMS INSTALLED IN DITCHES, A SUPPORTING FENCE SHALL BE PROVIDED, WITH MAXIMUM POST SPACING OF 10 FT.
6. STANDARD "T" OR "U" SECTION STEEL POSTS SHALL NOT BE USED WITHIN THE CONSTRUCTION CLEAR ZONE RECOVERY AREA.
7. STRAW BALES ARE NOT INTENDED FOR USE ON NEW MEXICO DEPARTMENT OF TRANSPORTATION PROJECTS.





NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

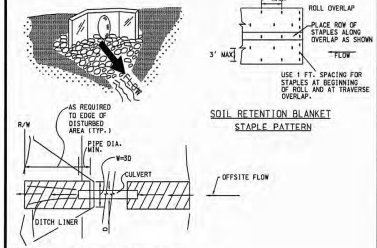
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES SILT FENCE

APPROVED Raymundo Montoya 11/21/07
DESIGN ENGINEER DATE

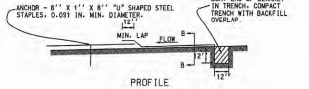
DESIGNED BY___ DRAWN BY___ CHECKED BY___

603-01-3/7

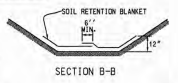


TYPICAL DITCH LINER INSTALLATIONS AT CULVERTS

SOIL RETENTION BLANKET STAPLE PATTERN



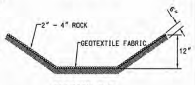
PROFILE DITCH LINER



SECTION B-B

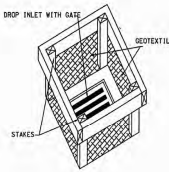
NOTES: CULVERT PROTECTION

1. WHEN CULVERT PROTECTION IS SPECIFIED, EITHER SOIL RETENTION BLANKETS OR SOIL RETENTION ROCK MAY BE PROVIDED.
2. THE CULVERT PROTECTION WIDTH REQUIRED SHALL BE IN ACCORDANCE WITH THESE DETAILS UNLESS SPECIFIED OTHERWISE.
3. THE SOIL RETENTION BLANKET INSTALLATION SHOWN OUTLINES MINIMUM REQUIREMENTS. MANUFACTURER'S RECOMMENDATIONS SHALL BE USED IF THEY ARE MORE STRINGENT.



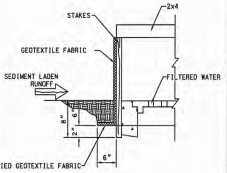
SECTION B-B

CULVERT PROTECTION

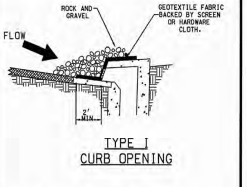


TYPE I

NOTE: WHEN SPECIFIED, ROCKS OR STRAW BALES CAN BE SUBSTITUTED FOR SILT FENCE.



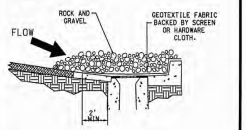
DROP INLET PROTECTION



TYPE I CURB OPENING

NOTES: GRAVEL INLET PROTECTION

1. THIS INSTALLATION IS FOR A TYPE I CURB DROP INLET ONLY. THE TYPE II, III TO "N" INSTALLATION IS SIMILAR.
2. THE SPACING OF THE LONGITUDINAL BRACING SHALL NOT EXCEED 5 FT.



TYPE II CURB DROP INLET

NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

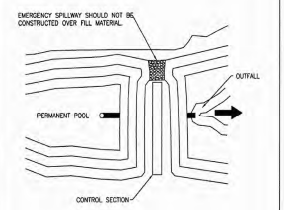
NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

TEMPORARY EROSION & SEDIMENT CONTROL MEASURES CULVERT & DROP INLET PROTECTION

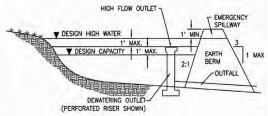
APPROVED Raymundo Montoya 11/21/07
DESIGN ENGINEER DATE

DESIGNED BY___ DRAWN BY___ CHECKED BY___

603-01-4/7

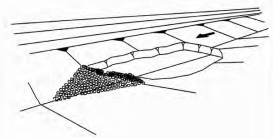


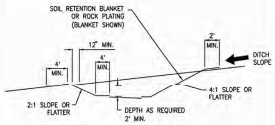
PLAN VIEW



CROSS SECTION

SEDIMENT BASIN



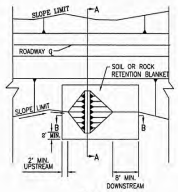


SEDIMENT BASIN, EXCAVATED

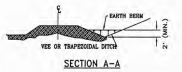
NOTES: SEDIMENT TRAP

1. TEMPORARY SEDIMENT TRAPS MAY BE CONSTRUCTED BY EXCAVATION ALONE OR BY EXCAVATION IN COMBINATION WITH AN EMBANKMENT.
2. TEMPORARY SEDIMENT TRAPS ARE OFTEN USED IN CONJUNCTION WITH A DIVERSION DIKE OR SWELL.
3. THE DRAINAGE AREA FOR THE SEDIMENT TRAP SHOULD NOT EXCEED 5 DISTURBED ACRES.
4. THE TRAP MUST BE ACCESSIBLE FOR EASE OF REGULAR MAINTENANCE, WHICH IS CRITICAL TO ITS PROPER FUNCTIONING.
5. SEDIMENT TRAPS ARE TEMPORARY MEASURES AND SHOULD NOT REMAIN IN PLACE LONGER THAN 18 TO 24 MONTHS.
6. THE EMBANKMENT MAY NOT EXCEED 5 FT. IN HEIGHT.
7. THE RECOMMENDED MINIMUM WIDTH AT THE TOP OF THE EMBANKMENT IS BETWEEN 2 FT. AND 5 FT.

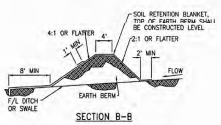
SEDIMENT TRAP



PLAN



SECTION A-A



SECTION B-B

EARTH DIKE (BERM)

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			

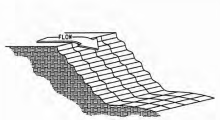
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

T.E.S.C.M.
SEDIMENT BASIN, SEDIMENT TRAP & EARTH DIKE

APPROVED _____ DESIGN ENGINEER _____ DATE

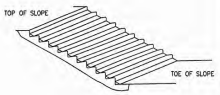
DESIGNED BY___ DRAWN BY ___ CHECKED BY___

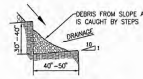
603-01-5/7 SHEET 5 OF 7





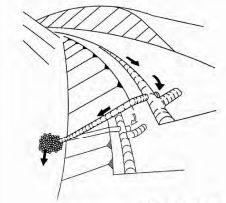
GROOVING SLOPES

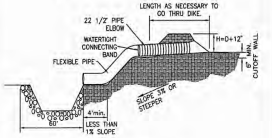


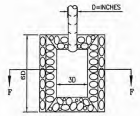


STAIR STEPPING CUT SLOPE

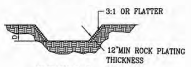
SURFACE ROUGHENING







RIPRAP APRON PLAN



SECTION F-F

SLOPE DRAIN

NOTES: PIPE SLOPE DRAIN

1. THE FLEXIBLE PIPE SHALL BE THE SAME DIAMETER AS THE INLET PIPE AND SHALL BE CONSTRUCTED OF A DURABLE MATERIAL WITH HOLD-DOWN GROMMETS SPACED AT 10 FT. ON CENTER.
2. THE FLEXIBLE PIPE SHALL BE SECURELY FASTENED TO THE CORRUGATED METAL OR HIGH DENSITY POLYETHYLENE PIPE WITH METAL STRAPPING OR WATERTIGHT CONNECTING COLLARS.
3. THE FLEXIBLE PIPE SHALL BE STAKED AT 10 FT. CENTERS ALONG THE SLOPE USING MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO THE GROUND.
4. RIGID PIPE SHALL BE ANCHORED AT BENDS. ANCHORAGE SHALL CONSIST OF A MINIMUM 4 INCH SQUARE WOOD POSTS OR STANDARD STEEL POSTS DRIVEN 2 FT. MINIMUM INTO GROUND, OR EARTHEN THRUST BLOCK.
5. PAYMENT OF BASIN ITEMS ARE INCIDENTAL TO THE COST OF FLEXIBLE STORM DRAIN PIPE.
6. FOR PIPE DIAMETER ON TEMPORARY SLOPE DRAIN SEE TABLE BELOW

TEMPORARY SLOPE DRAIN PIPES

Runoff Flow Rate (cfs)	Pipe Diameter Required (inches)
0 - 6.0	18
6.0 - 9.0	21
9.0 - 12.0	24
12.0 - 20.0	30

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			

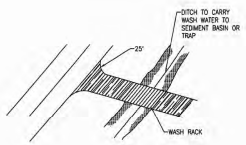
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

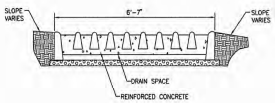
TEMPORARY EROSION & SEDIMENT CONTROL MEASURES PIPE SLOPE DRAIN & SURFACE ROUGHENING

APPROVED _____ (DESIGN ENGINEER) _____ DATE

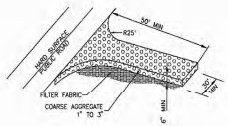
DESIGNED BY___ DRAWN BY ___ CHECKED BY___

603-01-6/7 SHEET 6 OF 7

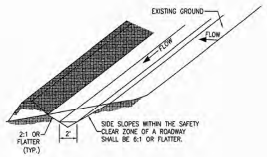




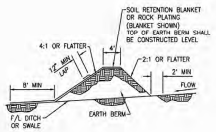
WASH RACK



OFFSITE TRACKING PREVENTION



TYPICAL SWALE CONFIGURATION



FILTER FABRIC DIVERSION DIKE

DIVERSION DIKE

NO.	DATE	REV. BY	DESCRIPTION
REVISIONS (OR CHANGE NOTICES)			

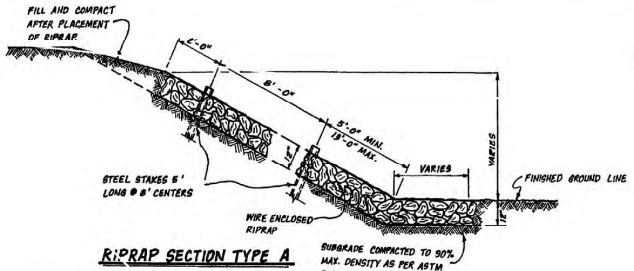
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

T.E.S.C.M.
OFFSITE TRACKING PREVENTION & DIVERSION DIKE

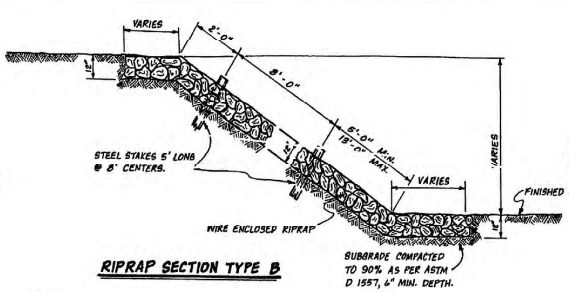
APPROVED _____ DESIGN ENGINEER _____ DATE

DESIGNED BY___ DRAWN BY ___ CHECKED BY___

603-01-7/7 SHEET 7 OF 7



RIPRAP SECTION TYPE A



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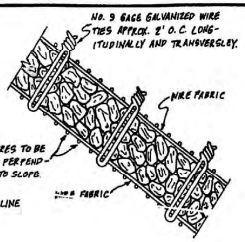

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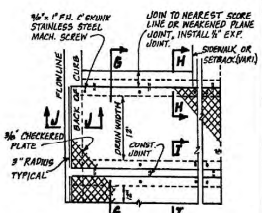
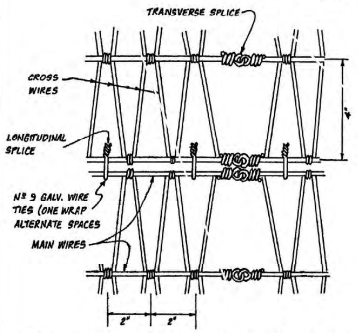
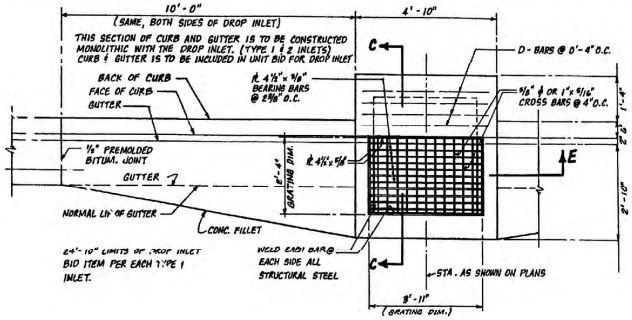


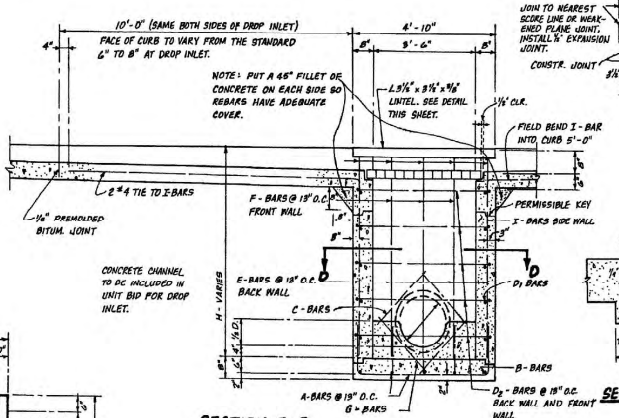
SINGLE AND DR MULTIPLE CULVERT PLAN



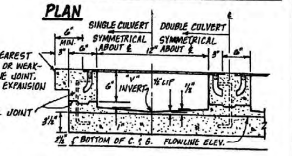
DETAIL OF WIRE FABRIC AND NORMAL SPLICE



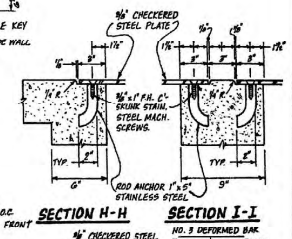
TYPE-1 INLET PLAN



SECTION E-E

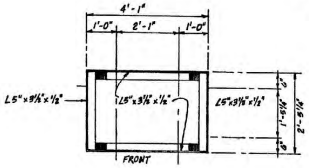


SECTION G-G

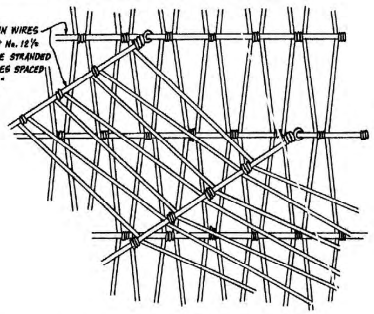


SECTION H-H

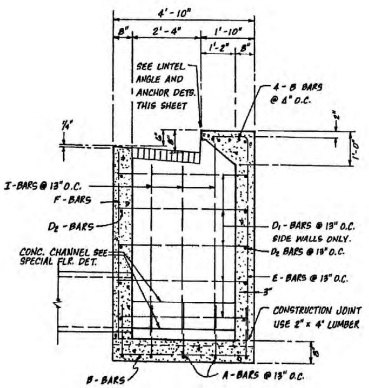
SECTION I-I



GRATING FRAME DETAIL



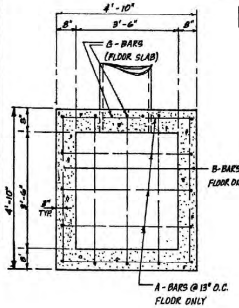
DETAIL OF SPLICE @ SKEWED INTERSECTION



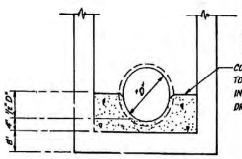
SECTION C-C

RE-BAR SCHEDULE

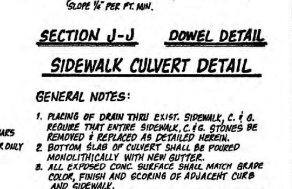
BAR TYPE	SIZE & SHAPE	BAR No.	BAR TYPE & QUANTITY
A	1'-8" / 4'-6" / 4'-6"	#4	TYPE-1-8 REQUIRED TYPE-2-15 REQUIRED TYPE-2-6 REQUIRED
B	4'-2" / 8'-6"	#4	TYPE-1-6 REQUIRED TYPE-2-2 REQUIRED
C	8'-6"	#4	TYPE-1-2 REQ'D PER OUTLET TYPE-2-2 REQ'D PER OUTLET
D_1	4'-6"	#4	TYPE-1-1 REQ'D PER FT. HT. TYPE-2-1 REQ'D PER FT. HT.
D_2	VARIES 4'-6" / 8'-6"	#4	TYPE-1-2 REQ'D PER 13" HT. TYPE-2-2 REQ'D PER 13" HT.
E	"H" LESS 0'-4"	#4	TYPE-1-5 REQUIRED TYPE-2-9 REQUIRED
F	"H" LESS 0'-8"	#5	TYPE-1-9 REQUIRED TYPE-2-11 REQUIRED
G	2'-6"	#4	TYPE-1-2 REQ'D PER OUTLET TYPE-2-2 REQ'D PER OUTLET
H	8'-6" / VARIES "H" LESS 0'-11"	#4	TYPE-1-8 REQ'D FIELD BEND TYPE-2-8 REQ'D INTO CURB



SECTION D-D

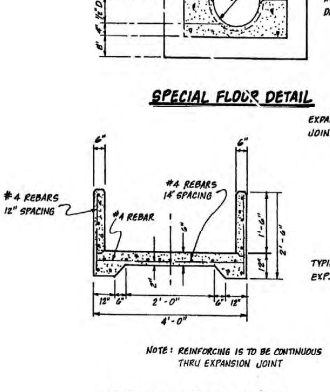


SPECIAL FLOOR DETAIL



SECTION J-J

DOWEL DETAIL



CONCRETE DRAINAGE SWINDOW

NOTE: REINFORCING IS TO BE CONTINUOUS THRU EXPANSION JOINT

TYPICAL RUNDOWN DETAIL

SECTION F-F

SIDEWALK CULVERT DETAIL

GENERAL NOTES:

1. PLACING OF DRAIN THRU EXIST. SIDEWALK, C. & G. REQUIRE THAT ENTIRE SIDEWALK, C. & G. STONES BE REMOVED & REPLACED AS DETAILED HEREIN.
2. BOTTOM SLAB OF CULVERT SHALL BE POURED MONOLITHICALLY WITH NEW GUTTER.
3. ALL EXPOSED CONC. SURFACE SHALL MATCH GRADE COLOR, FINISH AND SCORING OF ADJACENT CURB AND SIDEWALK.
4. SIDEWALK REPLACED DURING CONSTRUCTION TO BE POURED MONOLITHICALLY WITH CULVERT WALLS.
5. FOR ALL CONCRETE, THE MINIMUM DESIGN COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 4000 POUNDS PER SQUARE INCH, 1 - BAG MIX AND THAT THE MINIMUM COARSE AGGREGATE SIZE ALLOWED WILL BE 1 INCH. PERCENTAGE OF AIR - ENTRAINMENT IN THE CONCRETE AT THE PROJECT SITE SHALL BE IN THE RANGE OF 4 TO 7 PERCENT.
6. THE CITY WILL NOT ASSUME RESPONSIBILITY FOR MAINTENANCE OF ANY SIDEWALK CULVERT INSTALLED BY OR FOR PRIVATE PROPERTY OWNERS.

RIPRAP - GENERAL NOTES:

1. WIRE FABRIC IS TO BE GALVANIZED "V" MESH OF THE FOLLOWING CONSTRUCTION: MAIN WIRES; TWO No. 12½ GAGE STRANDED WIRES SPACED AT 4'. CROSS WIRES; SINGLE No. 12½ GAGE WIRES SPACED AT 2' WITH NOT LESS THAN TWO TURNS AROUND THE MAIN WIRES. APPROXIMATE WEIGHT: 48 POUNDS PER 100 SQUARE FEET.
2. STEEL STAKES MAY BE RAILROAD RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" O.D. STANDARD STRENGTH GALVANIZED STEEL PIPE OR 4 x 4 x ⅜ STEEL ANGLES. STEEL STAKES SHALL PROJECT 6" ABOVE TOP OF RIPRAP. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFOR.
3. IF LENGTH OF SLOPE IS 15 FEET OR LESS ONLY ONE ROW OF STEEL STAKES, 2 FEET FROM THE TOP EDGE OF THE RIPRAP, WILL BE REQUIRED UNLESS OTHERWISE NOTED ON PLANS.
4. AS AN ALTERNATE, WIRE FABRIC MAY BE GALVANIZED STEEL WIRE MEETING THE REQUIREMENTS FOR CLASS 3, FINISH 5, MEDIUM TENSILE STRENGTH COATED WIRE AS SET FORTH IN FEDERAL SPECIFICATION QQ-W-461. THE WIRES SHALL BE CONTINUOUS, HAVE A DIAMETER OF NOT LESS THAN 0.118 INCH AND SHALL BE TRIPLE TWISTED TO FORM A UNIFORM HEXAGONAL MESH PATTERN WITH A MAXIMUM OPENING SIZE OF 3" x 4½".
5. DETAIL FROM N.M.S.H.D. DETAIL, SERIAL BRR-001-05.

REVISION		
SYMBOL	DATE:	BY:

CITY OF SANTA FE

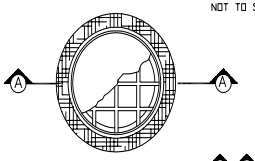
DRAINAGE DETAILS

DRAWN BY: Charlie Gonz. CHECKED BY: DATE: SHT

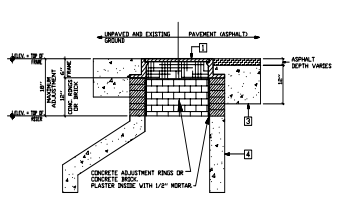
LEGEND

ITEM	DESCRIPTION
1	MANHOLE FRAME & COVER, refer to manhole frame and cover detail Dwg. No. SAS-4
2	CONCRETE ADJUSTMENT RINGS or CONCRETE BRICK, refer to concrete adjustment detail Dwg. No. SAS-5
3	CONCRETE COLLAR, refer to concrete collar detail Dwg. No. SAS-6
4	PRECAST REINFORCED CONCRETE RISER, CONE or FLAT TOP, with 5"(in) wall thickness, refer to general note CM-2
5	PRECAST REINFORCED CONCRETE BASE RISER, with suitable sized openings, refer to general note CM-2A
6	CONCRETE BASE, refer to concrete base detail Dwg. No. SAS-7
7	SEWER PIPE, refer to general note CM-1
8	6"(in) GROUT FILLET, on upper half of pipe and around base
9	ADAPTER, MANHOLE, refer to manhole adapter detail Dwg. No. SAS-8
10	PIPE PENETRATION INTO MANHOLE, refer to manhole adapter detail Dwg. No. SAS-8
11	PIPE SUPPORT, CONCRETE, shall extend out-side of manhole a maximum of 18"(in) to bell of first joint and shall cradle pipe half pipe
12	CONCRETE FILL, 3000 p.s.i., refer to general note CR-6
13	SHELF, to be 9"(in) minimum width with 1"(in) per 1'-0" slope, from crown of pipe
14	CUT UPPER HALF OF PIPE, after manhole has been completed and inspected by engineer
15	HAND FORMED CHANNELS, shall be on a uniform radius and shall not hold water
16	INVERT ELEVATIONS OF LATERAL LINES, shall be the same as the springline elevation of the sewer main, where possible
17	CHANGE SLOPE OF PIPE, at center of manhole
18	APPROVED WATER STOP, to be with type of pipe

NOT TO SCALE

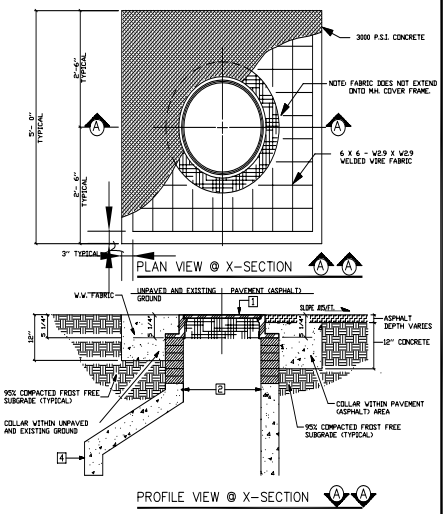


MANHOLE FRAME & COVER DETAIL/DWG # SAS-4

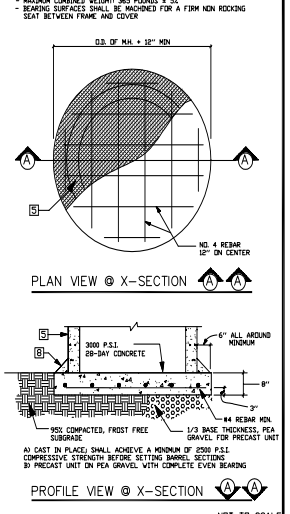


NOT TO SCALE

MANHOLE ADJUSTMENT DETAIL/DWG # SAS-5



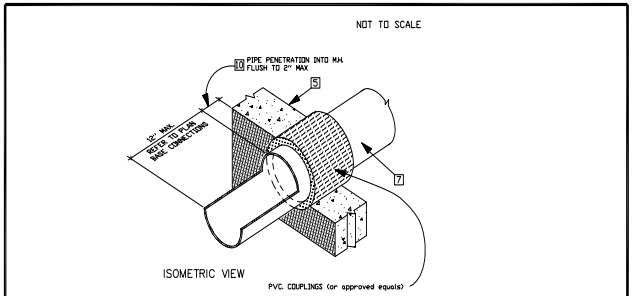
CONCRETE COLLAR DETAIL/DWG. # SAS-6 NOT TO SCALE



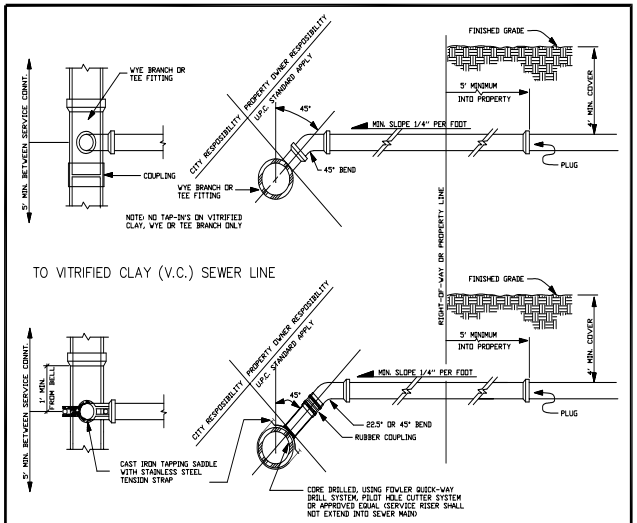
NOT TO SCALE

CONCRETE BASE DETAIL/DWG. # SAS-7

NOT TO SCALE

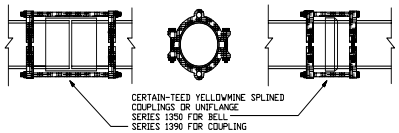


MANHOLE ADAPTER DETAIL/DWG. # SAS-8



NOT TO SCALE

SERVICE CONNECTION DETAILS/DWG. # SAS-10



NOTE: AT RIVER AND ARROYO CROSSINGS

RESTRAINED JOINT DETAIL/DWG. # SAS-9 NOT TO SCALE

GENERAL NOTES

CONSTRUCTION REQUIREMENTS

CR-1 MATERIALS AND WORK:
CURRENT NEW MEXICO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (referred to as NM APWA) WITH MODIFICATIONS NOTED BY THE CITY OF SANTA FE.

CR-2 APPROVED PLANS:
USE PLANS BEARING THE OFFICIAL STAMP OF THE DESIGN ENGINEER AND BEARING THE APPROVAL SIGNATURE OF THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE. CONSTRUCTION PERFORMED WITHOUT APPROVED PLANS WILL BE REJECTED.

CR-3 SEWER HOOK-UP PERMIT:
OBTAIN PERMITS FOR THE PROJECT BEFORE COMMENCING ANY SEWER CONSTRUCTION. CONSTRUCTION PERFORMED WITHOUT OBTAINING PERMITS SHALL BE REJECTED.
A. CONSTRUCTION PLANS SHALL INDICATE THE CLASS OF BEDDING TO BE USED. CHANGE OF BEDDING MAY REQUIRE A CHANGE IN PIPE CLASSIFICATION OR WALL THICKNESS.

CR-4 SUBSTITUTIONS OR CHANGES:
ALL SUBSTITUTIONS OR CHANGES MUST BE APPROVED BY THE CITY WATER QUALITY DIVISION OR CITY APPROVED REPRESENTATIVE PRIOR TO CONSTRUCTION. ALL SUBSTITUTIONS OR CHANGES MUST BE SUBMITTED BY THE DESIGN ENGINEER TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE. WHERE APPROPRIATE, SUBMITTAL MUST INCLUDE FABRICATION DRAWINGS, WORKING DRAWINGS AND MATERIAL SPECIFICATIONS OR TEST DATA TO JUSTIFY SUBSTITUTIONS OR CHANGES. DESIGN ENGINEER SHALL AUTHORIZE ANY DRAWINGS FOR SUBSTITUTIONS AND CHANGES AND SUBMIT THEM TO THE CITY WATER QUALITY DIVISION FOR APPROVAL. UNAUTHORIZED SUBMITTALS WILL BE REJECTED.

CR-5 MANUFACTURER'S CERTIFICATES:
WHEN CERTIFICATES OF COMPLIANCE AND TEST REPORTS ARE REQUIRED FOR MATERIALS, DOCUMENTS SHALL BE SUBMITTED TO THE CITY WATER QUALITY DIVISION OR APPROVED REPRESENTATIVE AT THE TIME OF MATERIALS DELIVERY TO THE JOBSITE.

CR-6 CONTRACTOR REQUIREMENTS:
CONTRACTOR PERFORMING WORK ON PUBLIC SEWER LINES SHALL BE A LICENSED UTILITY CONTRACTOR.

INSTALLATION

I-1 LAYING PIPE:
AS PER SECTION 900, NM APWA; PIPE SHALL BE PLACED AND BEDDED IN A FROST FREE TRENCH; GASKET SHALL BE FULLY SEATED AND NOT SLIPPED; PIPE SHALL BE LAID THROUGH MANHOLE LOCATIONS ON STRAIGHT AND UP TO 22 1/2 DEGREE DEFLECTIONS.
A. IF PIPE TRENCH INSTALLATION CONFIGURATION EXCEEDS THE LIMITS OF NM APWA STANDARDS, SECTION 700, OR AS DEFINED ON THE CONSTRUCTION PLANS, THE DESIGN ENGINEER WILL SPECIFY THE NEW PIPE CLASSIFICATION OR WALL THICKNESS.
B. TYPE I TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 8'(FT.) OR LESS. TYPE II TRENCH CONFIGURATION IS NORMALLY USED WHEN TRENCH DEPTHS ARE 9'(FT.) AND OVER, DEPENDING ON SOIL CONDITIONS. REFER TO NM APWA STANDARDS SECTION 700.

I-2 MANHOLE CONSTRUCTION:
A. BASE:
1. CAST IN PLACE: ON UNDISTURBED FROST FREE SUBGRADE
2. PRECAST UNIT: ON PEA GRAVEL WITH COMPLETE EVEN BEARING
B. PRECAST BARREL:
1. JOINTS: FILL COMPLETELY WITH NON-SHRINK GROUT AND TROWEL.
2. MANHOLE ADAPTOR: INSTALL OVER PVC PIPE AND FILL IN PENETRATION WITH NON-SHRINK GROUT.
3. CAST IN PLACE BASES: SHALL ACHIEVE A MINIMUM OF 2500 PSI COMPRESSIVE STRENGTH BEFORE SETTING PRECAST BARREL SECTIONS.

I-3 EXCAVATION AND BACKFILL:
AS PER SECTION 700, NM APWA; SATURATION BY FLOODING OR JETTING METHODS IS NOT PERMITTED WITHOUT A SOILS ENGINEERING REPORT RECOMMENDING THESE METHODS. MECHANICAL OR VIBRATORY COMPACTORS SHALL NOT BE USED ON THE BEDDING AND 12"(IN.) OF INITIAL BACKFILL. COMPACTION SHALL BE DETERMINED PER AASHTO T-180.

CONSTRUCTION MATERIALS

CM-1 SEWER PIPE: (CERTIFICATES REQUIRED)
A. VITRIFIED CLAY: REFER TO SECTION 125, NM APWA FOR EXTRA STRENGTH VCP.
B. PLASTIC (PVC): REFER TO SECTION 121, NM APWA, AS MODIFIED BY THE CITY.
1. 4" THRU 15" (inch) DIAMETER; ASTM D-3034 OR ASTM F-789 PIPE. MINIMUM PS-46 STRENGTH. SDR-35 OR EQUAL
2. LARGER THAN 15" (IN.) DIAMETER: ASTM F 679 VOL. 08.04.
C. HDPE PIPE PER ASTM D-1248 CLASS III WHEN APPROVED BY WATER QUALITY DIVISION ENGINEER.
D. PVC RESTRAINED JOINTS: SERIES 1350 OR SERIES 1390 FOR COUPLINGS PRODUCED BY UNI-FLANGE CORPORATION, LOCKING COUPLINGS WITH NYLON SPLINE, MARKETED AS "YELLOWMINE" AND PRODUCED BY CERTAINTEED CORPORATION, OR APPROVED EQUAL.
E. MANHOLE ADAPTERS: ASBESTOS CEMENT (AC) MANHOLE ADAPTERS, OR AC/PVC ADAPTER COUPLINGS.
F. BUILDING SERVICE STUBS: CAST IRON DWV, PVC SCH. 40 DWV.
G. SERVICE CONNECTIONS:
1. VCP PIPE: FACTORY TEE FITTINGS; SECTION 125 NM APWA.
2. PVC PIPE: CAST IRON BODIES TAPPING SADDLE WITH STAINLESS STEEL TENSION STRAP AND FITTINGS; FOWLER "QUICKWAY",GENECO, MERREY "PIONEER", OR APPROVED EQUAL.
H. SOIL CLASSIFICATION: THE UNIFIED SOIL CLASSIFICATION SYSTEM PER ASTM D 2487 TABLE 701.3.5 NM APWA.

CM-2 MANHOLES:
A. CONCRETE MANHOLES: PRECAST REINFORCED CONCRETE RISERS, REDUCING CONES, AND ADJUSTMENT RINGS PER ASTM C 478 VOL. 04.05. BASES MAY BE FIELD PLACED CONCRETE OR PRECAST CONCRETE PER ASTM C 478 VOL. 04.05 (CERTIFICATES REQUIRED). CRACKED OR VISIBLY DEFECTIVE UNITS WILL BE REJECTED.
B. PIPE PENETRATIONS: PRECAST UNITS SHALL HAVE SUITABLE SIZED OPENINGS CAST INTO BARREL AT PROPER ANGLES FOR PIPE AND MANHOLE ADAPTERS.
C. MANHOLE STEPS: REFER TO SECTION 820.4.7 NM APWA POLYPROPYLENE ENCASED GRADE 60 STEEL BY M.A. INC. OR APPROVED EQUAL; 14"(IN.) WIDE, 16"(IN.) MAXIMUM SPACING.
D. FRAMES AND COVERS:
1. CASTING: SHALL CONFORM TO SECTION 160, 161 & 162, NM, APWA CLASS 30B. (CERTIFICATES AND SHOP DRAWINGS REQUIRED)
2. MINIMUM COVER WEIGHT: 165 POUNDS
3. MINIMUM COMBINED WEIGHT: 365 POUNDS +/- 5%
4. BEARING SURFACES: SHALL BE MATCHED FOR A FIRM NON ROCKING SEAT BETWEEN FRAME AND COVER. MINIMUM SEATING WIDTH: 7/8"(IN.)
5. COATING: NONE
6. COVER LETTERINGS: SANTA FE, M.W. SANITARY SEWER
7. CASTINGS: CAST MANUFACTURER AND MODEL NUMBER ON FRAME AND COVER.
8. CASTINGS TOLERANCE: +/- 1/16"(IN.) PER FOOT OF OVERALL DIMENSION. OUT OF ROUND CASTINGS AND LOOSE FITTING UNITS WILL BE REJECTED IN THE FIELD.

CM-3 CONCRETE ENCASEMENT:
A. REQUIREMENTS:
1. WHEN THE PIPE COVER IS 36" (IN.) OR LESS.
2. WHEN VITRIFIED CLAY CROSSES AN ARROYO.
3. WHEN A WATER LINE PASSES BELOW OR LESS THAN 18" (IN.) ABOVE THE EXISTING SEWER LINE.
4. WHEN A PARALLEL WATER LINE IS LESS THAN 10'(FT.) HORIZONTALLY AND LESS THAN 2'(FT.) ABOVE THE SEWER LINE.
5. THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6"(IN.) THICK AS DETAILED, AND EXTEND AT LEAST 10'(FT.) ON EACH SIDE OF THE WATER LINE.

FIELD QUALITY CONTROL

FQC-1 TESTING AND INSPECTION:
A. SUPERVISION: CONDUCTED BY DESIGN ENGINEER.
B. CERTIFICATION: DESIGN ENGINEER SHALL CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE TO PLANS & SPECIFICATIONS AND SHALL SUBMIT A CERTIFICATION OF COMPLIANCE STATEMENT WITH STAMP AND SIGNATURE.
C. EQUIPMENT AND ASSISTANCE: PROVIDED BY CONTRACTOR.

FQC-2 LINE AND GRADE: ALLOWABLE TOLERANCE BETWEEN STRUCTURES FROM DESIGN:
A. LINE: 0.20 FOOT
B. GRADE: 0.02 FOOT; PIPE SHALL NOT HOLD BACK ANY WATER.

FQC-3 LEAKAGE TEST:
AIR TEST REQUIRED; REFER TO SECTION 801.7 NM APWA.

FQC-4 TELEVISION INSPECTION:
CONTRACTOR SHALL PROVIDE A CERTIFIED CCTV SEWERLINE INSPECTION AND RECORD TAPES AT HIS OWN EXPENSE.

FQC-5 ALL CONNECTIONS TO EXISTING MANHOLES INCLUDES REHABILITATING THE TIE IN MANHOLE TO MEET THESE STANDARD CONSTRUCTION DETAILS.

NOTE: REVISIONS TO THIS SHEET SHALL BE MADE UNDER THE AUTHORITY OF THE CITY OF SANTA FE ONLY.

WATER QUALITY DIVISION UTILITY DEVELOPMENT

CITY OF SANTA FE
WATER QUALITY DIVISION

TITLE: SANITARY SEWER STANDARD CONSTRUCTION DETAILS

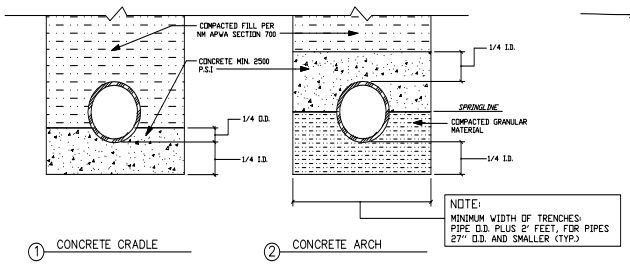
DATE: JULY 1992	REVISIONS	FILE #: E:\AUTO\DWG\SCDT2-4
DRAWN BY: G. CHAVEZ	1 9-3-92	
CADD REVISION BY: G. CHAVEZ	2 12-10-92	SHEET C-901
APPROVED BY: E. BROWN	3 11-16-94	

SCDT2-4 - 6/7/00

TRENCH BEDDING AND INSTALLATION DETAILS/DWG. # SAS-11

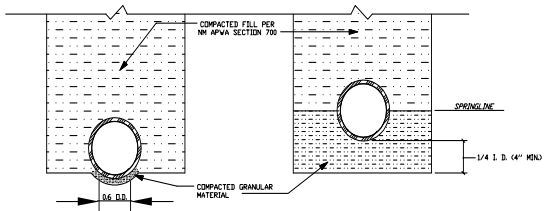
NOT TO SCALE

CLASS "A"



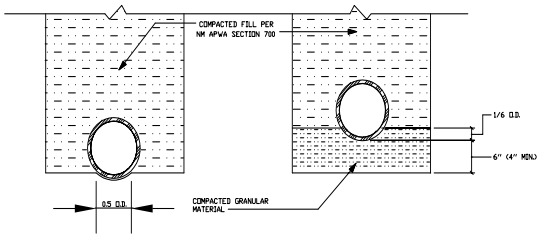
① CONCRETE CRADLE ② CONCRETE ARCH

CLASS "B"

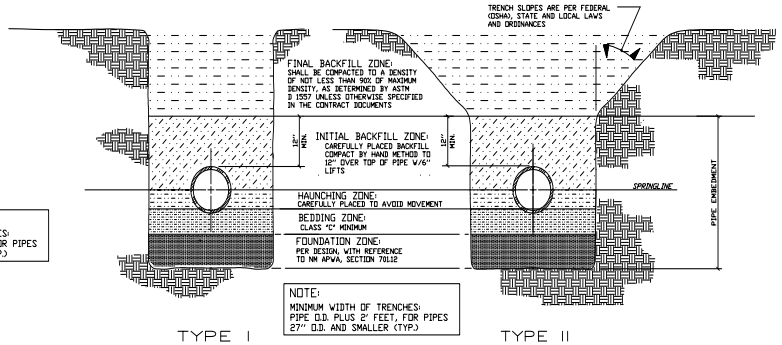


① SHAPED SUBGRADE WITH GRANULAR FOUNDATION ② GRANULAR FOUNDATION

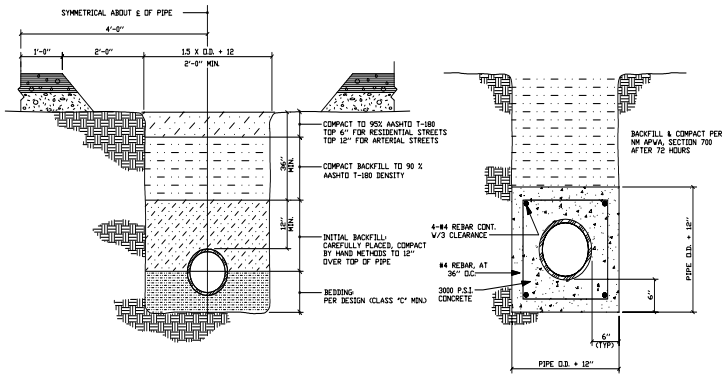
CLASS "C"



① SHAPED SUBGRADE ② GRANULAR FOUNDATION



TYPE I TYPE II



PAVED AREAS CONCRETE ENCASEMENT

GENERAL NOTES

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B. PRECAST BARREL:
1. JOINTS: FILL COMPLETELY WITH NON-SHRINK GROUT AND TROWEL
2. MANHOLE ADAPTOR: INSTALL OVER PVC PIPE AND FILL IN PENETRATION WITH NON-SHRINK GROUT.
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2. LARGER THAN 15" (IN.) DIAMETER: ASTM F 679 VOL. 08.04.
C. HDPE PIPE PER ASTM D-1248 CLASS III WHEN APPROVED BY WATER QUALITY DIVISION ENGINEER.
D. PVC RESTRAINED JOINTS: SERIES 1350 OR SERIES 1380 FOR COUPLINGS PRODUCED BY UNI-FLANGE CORPORATION, LOCKING COUPLINGS WITH HYLON SPLINE, MARKETED AS "YELLOWMINE" AND PRODUCED BY CERTAINTEED CORPORATION, OR APPROVED EQUAL.
E. MANHOLE ADAPTERS: ASBESTOS CEMENT (AC) MANHOLE ADAPTERS, OR AC/PVC ADAPTER COUPLINGS.
F. BUILDING SERVICE STUBS: CAST IRON DWV, PVC SCH. 40 DWV.
G. SERVICE CONNECTIONS:
1. VCP PIPE: FACTORY TEE FITTINGS; SECTION 125 NM APWA.
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C. MANHOLE STEPS: REFER TO SECTION #20.4.7 NM APWA POLYPROPYLENE ENCASED GRADE 60 STEEL BY M.A. INC. OR APPROVED EQUAL; 14"(IN.) WIDE, 16"(IN.) MAXIMUM SPACING.
D. FRAMES AND COVERS:
1. CASTING: SHALL CONFORM TO SECTION 160, 161 & 162, NM, APWA CLASS 30B. (CERTIFICATES AND SHOP DRAWINGS REQUIRED)
2. MINIMUM COVER WEIGHT: 165 POUNDS
3. MINIMUM COMBINED WEIGHT: 365 POUNDS +/- 5%
4. BEARING SURFACES: SHALL BE MATCHED FOR A FIRM NON ROCKING SEAT BETWEEN FRAME AND COVER. MINIMUM SEATING WIDTH: 7/8"(IN.)
5. COATING: NONE
6. COVER LETTERINGS: SANTA FE, N.M. SANITARY SEWER
7. CASTINGS: CAST MANUFACTURER AND MODEL NUMBER ON FRAME AND COVER.
8. CASTINGS TOLERANCE: +/- 1/16"(IN.) PER FOOT OF OVERALL DIMENSION. OUT OF ROUND CASTINGS AND LOOSE FITTING UNITS WILL BE REJECTED IN THE FIELD.

CM-3 CONCRETE ENCASEMENT:
A. REQUIREMENTS:
1. WHEN THE PIPE COVER IS 36" (IN.) OR LESS.
2. WHEN VITRIFIED CLAY CROSSES AN ARROYO.
3. WHEN A WATER LINE PASSES BELOW OR LESS THAN 18" (IN.) ABOVE THE EXISTING SEWER LINE
4. WHEN A PARALLEL WATER LINE IS LESS THAN 10'(FT.) HORIZONTALLY AND LESS THAN 2'(FT.) ABOVE THE SEWER LINE.
5. THE SEWER LINE SHALL BE ENCASED IN CONCRETE 6"(IN.) THICK AS DETAILED, AND EXTEND AT LEAST 10'(FT.) ON EACH SIDE OF THE WATER LINE.

FIELD QUALITY CONTROL

FQC-1 TESTING AND INSPECTION:
A. SUPERVISION: CONDUCTED BY DESIGN ENGINEER.
B. CERTIFICATION: DESIGN ENGINEER SHALL CERTIFY THAT THE PROJECT HAS BEEN COMPLETED IN ACCORDANCE TO PLANS & SPECIFICATIONS AND SHALL SUBMIT A CERTIFICATION OF COMPLIANCE STATEMENT WITH STAMP AND SIGNATURE.
C. EQUIPMENT AND ASSISTANCE: PROVIDED BY CONTRACTOR.

FQC-2 LINE AND GRADE: ALLOWABLE TOLERANCE BETWEEN STRUCTURES FROM DESIGN:
A. LINE: 0.20 FOOT
B. GRADE: 0.02 FOOT; PIPE SHALL NOT HOLD BACK ANY WATER.

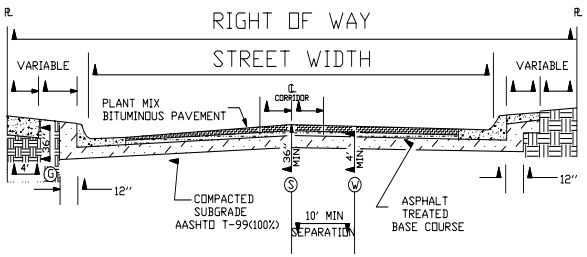
FQC-3 LEAKAGE TEST:
AIR TEST REQUIRED; REFER TO SECTION 901.7 NM APWA.

FQC-4 TELEVISION INSPECTION:
CONTRACTOR SHALL PROVIDE A CERTIFIED CCTV SEWERLINE INSPECTION AND RECORD TAPES AT HIS OWN EXPENSE.

FQC-5 ALL CONNECTIONS TO EXISTING MANHOLES INCLUDES REHABILITATING THE TIE IN MANHOLE TO MEET THESE STANDARD CONSTRUCTION DETAILS.

NOTE: REVISIONS TO THIS SHEET SHALL BE MADE UNDER THE AUTHORITY OF THE CITY OF SANTA FE ONLY.

TYPICAL UTILITIES SEPARATION DETAIL/DWG. # SAS-12

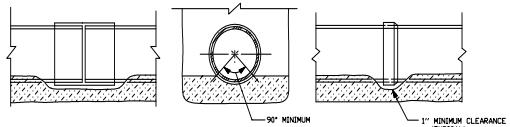


LEGEND

Ⓢ SEWER
Ⓖ GAS
Ⓦ WATER
℄ PROPERTY LINE
℄ CENTER LINE

NOT TO SCALE

BELL OR COUPLING INSTALLATION DETAIL/DWG. # SAS-13



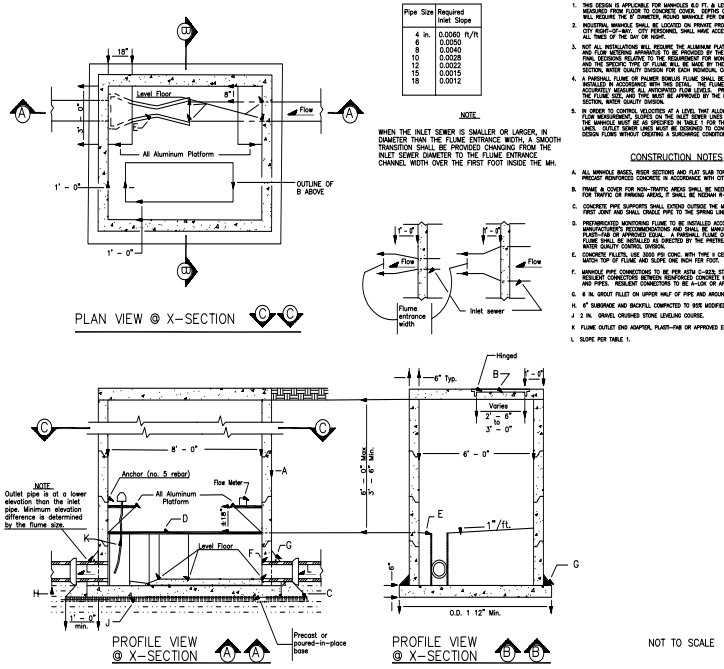
NOT TO SCALE

CITY OF SANTA FE
WATER QUALITY DIVISION

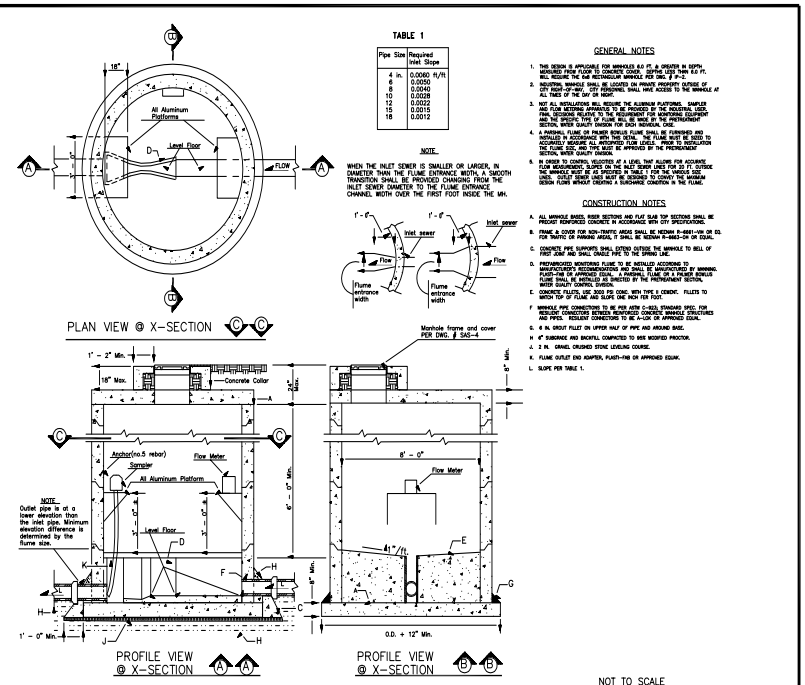
TITLE: SANITARY SEWER STANDARD CONSTRUCTION DETAILS

DATE: JULY 1992	REVISIONS	FILE # E:\AUTO\DWG\SCDT3-4
DRAWN BY: G. CHAVEZ	8-4-92	
CADD RENDITION BY: G. CHAVEZ	12-14-92	SHEET C-902
APPROVED BY: E. BROWN	11-16-94	

SCDT3-4 - 6/7/00

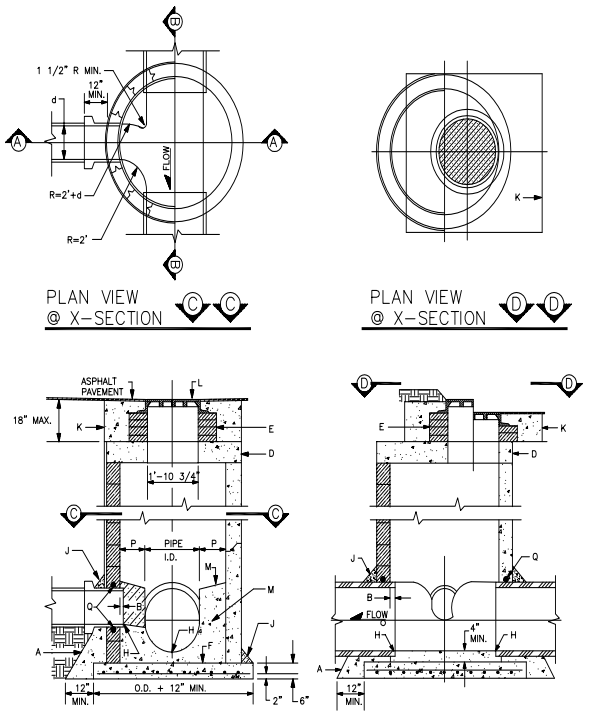


SANITARY SEWER SAMPLING & METERING MANHOLE DETAIL (6x8 RECTANGULAR)/DWG # IP-2



SANITARY SEWER SAMPLING & METERING MANHOLE DETAIL (8 FT. DIA.)/DWG. # IP-1

SCDT4-4X - 6/7/00



MANHOLE TYPE "C" DETAIL/DWG. # SAS-14 NOT TO SCALE

GENERAL NOTES

1. USE APPROVED MASTIC JOINT MATERIAL FOR ALL JOINTS.
2. CONTRACTOR HAS OPTION TO CONSTRUCT TYPE "C" M.H. IN LIEU OF TYPE "E" M.H. FOR DEPTHS OF 6' OR MORE.
3. DESIGN APPLIES TO 4', 6' & 8' MANHOLES.
4. M.H. GREATER THAN 18' IN DEPTH SHALL ONLY BE CONSTRUCTED OF PRECAST CONCRETE SECTION.
5. USE NON-SHRINK GROUT FOR FILLETS AND PENETRATIONS.
6. POSITION M.H. OPENING OVER THE UPSTREAM SIDE OF MAIN LINE.

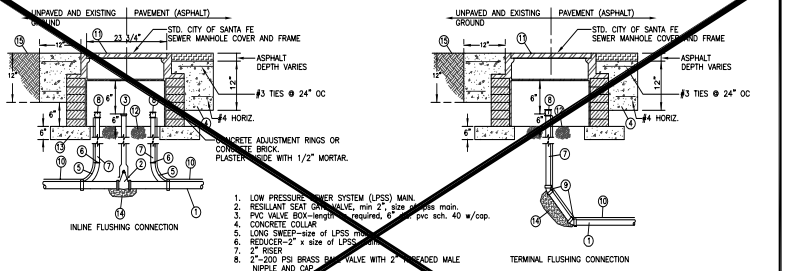
CONSTRUCTION NOTES

A. CONCRETE PIPE SUPPORT SHALL EXTEND OUTSIDE OF M.H. TO BELL OF FIRST JOINT & SHALL CRADLE PIPE TO SPRING LINE. NOT APPLICABLE FLEXIBLE PIPE.
B. PIPE PENETRATION INTO MANHOLE SHALL BE FLUSH TO 2" MAX., MEASURED AT SPRING LINE OF PIPE.
D. PRECAST CONCRETE COVER
E. USE MAX. 4 COURSES GR. MS BRICK ON UNPAVED STREET FOR FUTURE ADJ. OF M.H. FRAME TO PAVEMENT GRADE. PLASTER INSIDE WITH 1/2" MORTAR.
F. CONCRETE BASE TO BE POURED IN PLACE USING NO. 4 BARS AT 6" O.C. EA. WAY FOR M.H. DEPTH OF 16' OR GREATER. NO 4 BARS AT 12" O.C. EA. WAY FOR M.H. LESS THAN 16' IN DEPTH.
H. INV. ELEV. OF STUB OR LATERAL AS SHOWN ON PLANS.
J. 6" GROUT FILLET ON UPPER HALF OF PIPE AND AROUND BASE.
K. USE A 5'x 5' CONCRETE PAD IN ALL AREAS SLOPE FOR GRADER USE UNPAVED AREAS.
L. FRAME AND COVER, SEE DWG. # SAS-4
M. CONCRETE FILL, 3000 PSI
N. SLOPE 1" PER FT. FROM PIPE CROWN
P. SHELF TO BE 9" WIDE MIN.
Q. APPROVED WATERSTOP TO BE COMPATIBLE WITH TYPE OF PIPE.

CITY OF SANTA FE
WATER QUALITY DIVISION

TITLE: SANITARY SEWER
STANDARD CONSTRUCTION DETAILS

DATE: JULY 1992	REVISIONS	FILE # E:\AUTO\DWG\SCDT4-4
DRAWN BY: G. CHAVEZ	8-4-92	
CADD RENDITION BY: G. CHAVEZ		SHEET C-903
APPROVED BY: E. BROWN		

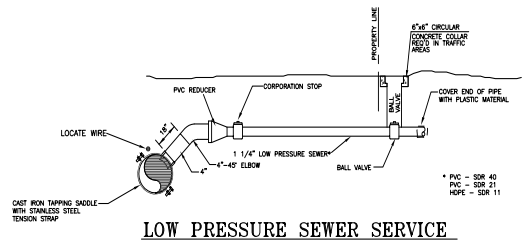


1. LOW PRESSURE SEWER SYSTEM (LPSS) MAIN.
2. RESILLANT SEAT GATE VALVE, min 2", size across main.
3. PVC VALVE BOX–length as required, 6" dia. pvc sch. 40 w/cap.
4. CONCRETE COLLAR
5. LONG SWEEP–size of LPSS main
6. REDUCER–2" x size of LPSS main
7. 2" RISER
8. 2"-200 PSI BRASS BALL VALVE WITH 2" THREADED MALE NIPPLE AND CAP
9. ELBOW–45° 316 LONG
10. LOCATE WIRE – Min 24" length req'd above riser
11. COVER – SANTA FE STANDARD
12. GRAVEL BEDDING–for box support and surface water leaching (6" thick).
13. CONCRETE PAD–If installed in traffic area, concrete should be used in place of gravel bedding.
14. CONCRETE THRUST BLOCK
15. FINISHED GRADE

LOW PRESSURE SANITARY SEWER FLUSHING CONNECTIONS

NOT TO SCALE

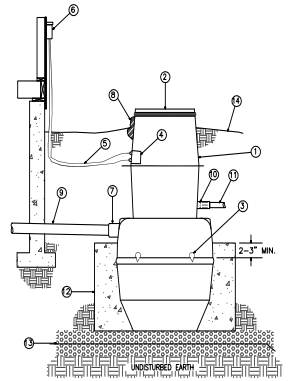
DETAIL A



LOW PRESSURE SEWER SERVICE CONNECTION TO A GRAVITY MAIN

NOT TO SCALE

DETAIL B



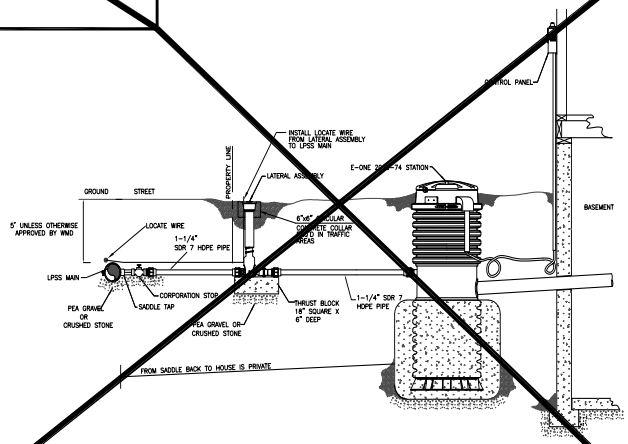
LEGEND
1. ENVIRONMENTI ONE GRINDER PUMP TANK & ACCESSWAY – Fiberglass Reinforced Polyester (FRP)
2. ACCESSWAY COVER – FRP
3. LIFTING EYES – for lifting complete grinder pump.
4. ELECTRICAL JUNCTION BOX – leads from grinder pump terminate here. Electrician connects leads from disconnect box (Item 6) thru 2 watertight connectors provided (for UF cable).
5. GRINDER PUMP POWER AND ALARM LEADS– circuit to be run in accordance with applicable electrical codes.
6. RAINPROOF (Nema 3R) ENCLOSURE – equipped with circuit breakers or disconnect switch, located adjacent to GP.
7. TANK INLET – 4" PVC Socket for solvent cementing DWV pipe.
8. TANK VENT TO ROOF, 1 1/2"
9. GRAVITY SERVICE LINE – 4" DWV
10. DISCHARGE OUTLET – 1 1/4" Male pipe thread.
11. GRINDER PUMP DISCHARGE LINE – 1 1/4" nominal PSDR size.
12. CONCRETE ANCHOR – 1800 (12 cu.ft.) lbs. plus 300 (2 cu.ft.) lbs. per foot of accessway. Ex. GP 212 SB w/4' accessway – 1800 + 1200 = 3000 lbs. (20 cu.ft.). Sleeve over inlet line is required if anchor is poured to a level above the inlet.
13. BEDDING MATERIAL – 6" Minimum, rounded aggregate (pea gravel).
14. FINISHED GRADE – Grade line to be 6" below top of accessway and slope away from accessway opening.

NOTE:
GRINDER PUMP SHOWN HERE IS FROM SPECIFICATIONS PREPARED BY ENVIRO-ONE CORPORATION. REFER TO MANUFACTURES SPECIFICATION FOR INSTALLATION AND OPERATION INSTRUCTION.

LOW PRESSURE SANITARY SEWER GRINDER PUMP DETAIL

NOT TO SCALE

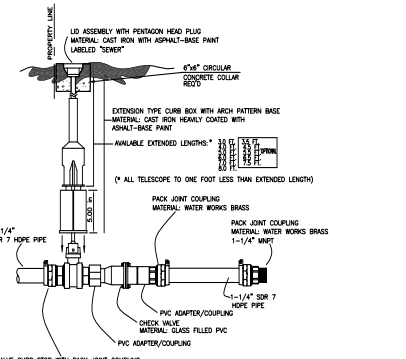
DETAIL C



TYPICAL LATERAL INSTALLATION TO LOW PRESSURE MAIN

NOT TO SCALE

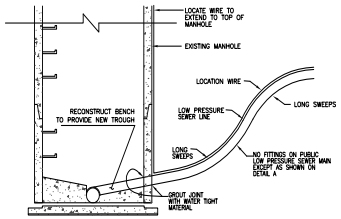
DETAIL D



LATERAL ASSEMBLY 1-1/4" SDR 7 HDPE PIPE ARCH PATTERN

NOT TO SCALE

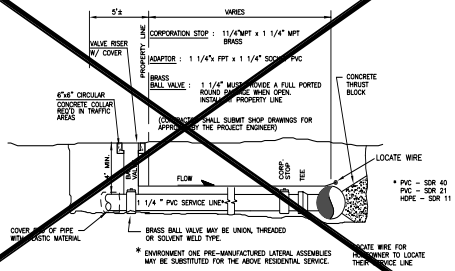
DETAIL E



LOW PRESSURE SEWER MAIN CONNECTION TO GRAVITY SEWER MAIN MANHOLE

NOT TO SCALE

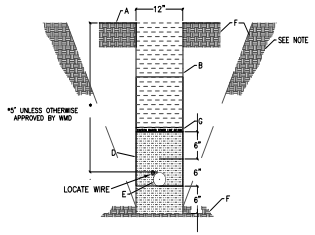
DETAIL F



LOW PRESSURE SEWER SERVICE CONNECTION TO A LOW PRESSURE SEWER MAIN

NOT TO SCALE

DETAIL G



LEGEND
- A. Existing grade
- B. Backfill with excavated material unless selected material is ordered by engineer.
- C. Specific depth as defined by engineer for installation site (freeze protection, etc...).
- D. Backfill with select material in lifts as shown to 90% standard proctor density.
- E. PVC sewer pipe
- F. Undisturbed earth.
- G. Locate tape labeled sewer
- H. Locate wires to be installed as per general notes into flushing connections, terminal flushing connections and manholes Locate wire to be continuous insulated 12 gauge solid copper wire.

NOTE: All trenching shall meet OSHA requirements for ditch slopes.

LOW PRESSURE SANITARY SEWER TRENCH DETAIL

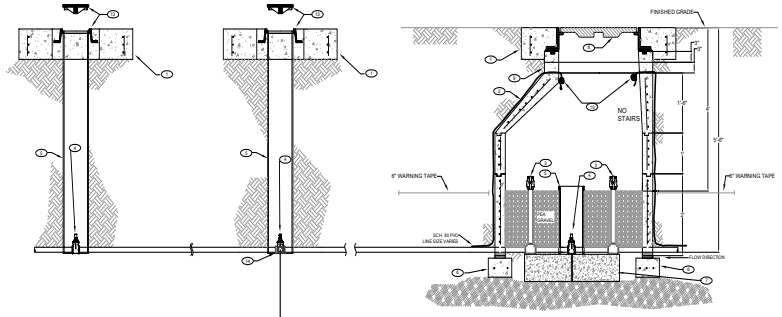
NOT TO SCALE

DETAIL H

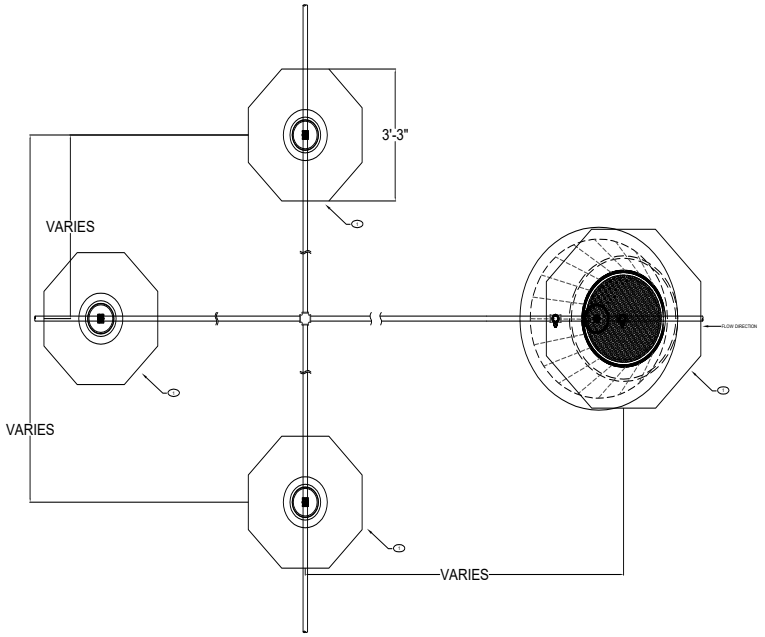
WATER QUALITY DIVISION — UTILITY DEVELOPMENT

TITLE: SANITARY SEWER STANDARD CONSTRUCTION DETAILS FOR LOW PRESSURE SEWER

DATE:	REVISIONS		FILE #
DRAWN BY:	△ 06/10/04	△	
CADD RENDITION BY:	△	△	SHEET C-904
APPROVED BY:	△	△	



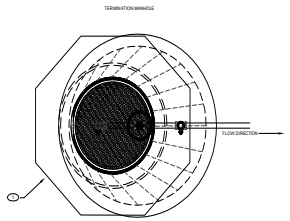
ISOLATION VALVE BOXES FOR INLINE FLUSHING L.P.S DETAIL - PLAN VIEW



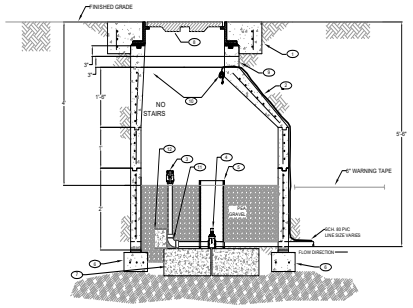
ISOLATION VALVE BOXES FOR INLINE FLUSHING L.P.S DETAIL PROFILE VIEW



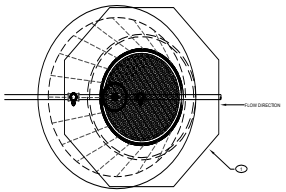
ISOLATION VALVE BOX FRAME & COVER DETAIL



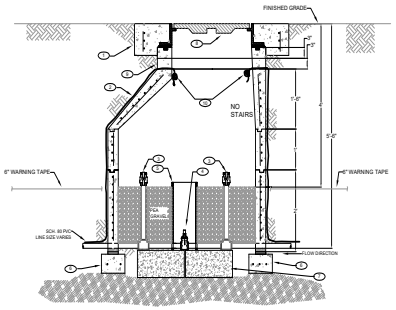
TERMINATION FOR INLINE FLUSHING L.P.S DETAIL - PLAN VIEW



TERMINATION FOR INLINE FLUSHING L.P.S DETAIL PROFILE VIEW



INLINE FLUSHING L.P.S DETAIL - PLAN VIEW



INLINE FLUSHING L.P.S DETAIL PROFILE VIEW

GENERAL NOTES:

1. IF THIS SHEET IS NOT 24" X 36" USE GRAPHIC SCALE ACCORDINGLY
2. CLEAN ALL JOINTS AND INSTALL SEALING GASKETS.
3. MASTIC AND/OR GROUT FOR WATER TIGHT SEAL AND PREVENTION OF DISPLACEMENT OF RINGS AND COVER.

KEYED NOTES:

1. 12" MIN. CONCRETE COLLAR - OCTAGON SHAPE FOR SEWER LINE IDENTIFICATION
2. 48" TYPE E MANHOLE - ECCENTRIC CONE
3. 2 IN. FULLY PORTED SCH. 80 PVC BALL VALVE & PVC RISER, 200 PSI MIN.
4. 2" RESILIENT WEDGE WATER GATE VALVE, 200 PSI MIN.
5. 8" PVC SLEEVE
6. 8" X 12" CONCRETE BLOCK
7. 8" X 16" SOLID CMU BLOCK THRUST BLOCK
8. DUCTILE IRON FRAME & COLLAR SUITABLE FOR TRAFFIC
9. CONCRETE GRADED RINGS AS REQUIRED.
10. TRACER WIRE TAPED TO TOP OF PIPE - SPLICING NOT ALLOWED. LEAVE 2' MIN. SLACK ON A HUNG SUPPORT
11. 2 IN. SCH 80 STREET 90° ELBOW
12. THRUST BLOCK
13. 8-1/8" INSIDE DIA. FRAME & COVER
14. 2 IN. SCH 80 PVC CROSS

CITY OF SANTA FE STANDARDS

L.P.S. FLUSHING DETAILS

DRAWN	JAMES_MARTINEZ
DESIGN	STAN_HOLLAND
CHECKED	DOUG_FLORES
DATE	[09-03-19]

SUBMITTED COSF | APPROVED FOR RELEASE COSF_WASTEWATER

73 Paseo Real
Santa Fe, New Mexico 87507

SHEET C-905
OF

REVIEWER: [REVIEWER] | DATE: [MM-DD-YY]

PROJECT ID | DRAWING NO | REV 0

TABLE 1–R

HELICAL CORRUGATED STEEL PIPE–2 2/3" X 1/2" CORRUGATION

DIAMETER OF PIPE (INCHES)	MAX. DEPTH OF COVER ABOVE TOP OF PIPE (FEET) 15	16–20	21–25	26–30	31–35	36–40	MIN. CVR (INCHES)
	SPECIFIED WALL THICKNESS (INCH)						
12	0.064	0.064	0.064	0.064	0.064	0.064	12
18	0.064	0.064	0.064	0.064	0.064	0.064	12
24	0.064	0.064	0.064	0.064	0.064	0.064	12
30	0.064	0.064	0.064	0.064	0.064	0.064	12
36	0.064	0.064	0.064	0.064	0.064	0.064	12
42	0.064	0.064	0.064	0.064	0.064	0.064	12
48	0.064	0.064	0.064	0.064	0.064	0.064	12
54	0.079	0.079	0.079	0.079	0.079	0.079	12
60	0.079	0.079	0.079	0.079	0.079	0.079	12
66	0.138	0.138	0.138	0.138	0.138	0.138	12
72	0.138	0.138	0.138	0.138	0.138	0.138	12
75	0.168	0.168	0.168	0.168	0.168	0.168	12
84	0.168	0.168	0.168	0.168	0.168	0.168	12

TABLE 2–R

HELICAL CORRUGATED STEEL PIPE – 3" X 1" CORRUGATION

DIAMETER OF PIPE (INCHES)	MAX. DEPTH OF COVER ABOVE TOP OF PIPE (FEET) 15	16–20	21–25	26–30	31–35	36–40	MIN. CVR (INCHES)
	SPECIFIED WALL THICKNESS (INCH)						
54	0.064	0.064	0.064	0.064	0.064	0.064	12
60	0.064	0.064	0.064	0.064	0.064	0.064	12
66	0.064	0.064	0.064	0.064	0.064	0.064	12
72	0.064	0.064	0.064	0.064	0.064	0.079	12
78	0.064	0.064	0.064	0.064	0.064	0.079	12
84	0.064	0.064	0.064	0.064	0.079	0.079	12
90	0.064	0.064	0.064	0.064	0.079	0.109	12
96	0.079	0.079	0.079	0.079	0.079	0.109	12
102	0.079	0.079	0.079	0.079	0.109	0.109	18
108	0.109	0.109	0.109	0.109	0.109	0.109	18
114	0.109	0.109	0.109	0.109	0.109	0.109	18
120	0.109	0.109	0.109	0.102	0.109	0.109	18
126	0.138	0.138	0.138	0.138	0.138	0.138	18
132	0.138	0.138	0.138	0.138	0.138	0.138	18
138	0.138	0.138	0.138	0.138	0.138	0.138	18
144	0.188	0.188	0.188	0.188	0.188	0.188	18

NOTES: 1. BACKFILL AROUND PIPE MUST BE COMPACTED TO SPECIFIED AASHTO T–99 DENSITY OF 100%.
2. USE REASONABLE CARE IN HANDLING AND INSTALLATION.

TABLE 4–R

STEEL SPIRAL RIB PIPE – 3/4" X 3/4" X 7 1/2"

DIAMETER OF PIPE (INCHES)	MAX. DEPTH OF COVER ABOVE TOP OF PIPE (FEET) 3/4" X 3/4" X 7 1/2" CORRUGATION 0.064	0.079	0.109	0.138	MIN. CVR (INCHES)
24	67	95	158		12
30	54	75	126		12
36	45	63	105		12
42	38	54	90		12
48	# 33	47	78	114	12
54	29	41	70	101	15
60		37	63	91	15
66		# 34	57	83	18
72			53	78	18
78			48	70	21
84			# 44	65	21
90				60	24
96				# 56	24
102				# 50	27

TABLE 5–R

STEEL SPIRAL RIB PIPE – 3/4" X 1" X 11 1/2"

DIAMETER OF PIPE (INCHES)	MAX. DEPTH OF COVER ABOVE TOP OF PIPE (FEET) 3/4" X 1" X 11 1/2" CORRUGATION 0.064	0.079	0.109	MIN. CVR (INCHES)
24	40	40	40	12
30	39	40	40	12
36	32	40	40	12
42	28	39	40	12
48	24	34	40	12
54	21	30	40	18
60		27	40	18
66		25	40	18
72		# 22	38	18
78			35	24
84			33	24
90			# 31	24

NOTES: 1. FOR TABLES 4–R AND 5–R, COVER LIMITS INDICATED WITH # ARE FOR TRENCH INSTALLATION ONLY. FOR EMBANKMENT CONDITIONS, USE NEXT HEAVIER GAGE IF AVAILABLE.
2. SEE "INSTALLATION AND BACKFILL OF SPIRAL RIB PIPE" SECTION OF "HANDBOOK OF STEEL DRAINAGE & HIGHWAY CONSTRUCTION PRODUCTS" BY AISI OF 1994 EDITION FOR MORE DETAILS ON INSTALLATION.

GENERAL NOTES:

1. WHERE ABRASIVE OR CORROSIVE CONDITIONS EXIST, A HEAVIER WALL THICKNESS OR A PROTECTIVE COATING MAY BE REQUIRED. SEE SECTION 570 OF SPECIFICATIONS FOR CORROSION RESISTANCE NUMBER.
2. THE CONTRACTOR MAY FURNISH A HEAVIER WALL THICKNESS THAN THAT MINIMUM SHOWN IN THAT TABLE AT NO ADDITIONAL COST TO THE DEPARTMENT.
3. ALL PIPES SHALL BE PROTECTED BY A COVER OF AT LEAST 4 FEET BEFORE PERMITTING HEAVY CONSTRUCTION EQUIPMENT TO PASS OVER THEM DURING CONSTRUCTION.
4. MINIMUM COVERS SHOWN IN THE TABLES SHALL BE MEASURED FROM THE TOP OF THE PIPE TO THE BOTTOM OF THE TIE FLEXIBLE PAVEMENT OR TO THE TOP OF THE RIGID PAVEMENT. FOR MINIMUM COVERS, A MINIMUM 6" CUSHION OF BACKFILL MATERIAL SHALL BE PROVIDED BETWEEN THE BOTTOM OF THE RIGID PAVEMENT AND THE TOP OF THE PIPE.
5. ALL STEEL CORRUGATED METAL AND AND STRUCTURAL PLATE SHALL CONFORM TO AASHTO SPECIFICATION M–36 AND M–167.
6. ALL PIPES ARE TO BE CAMBERED TO ACCOMMODATE SOIL SETTLEMENT AND CONSOLIDATION. THE AMOUNT OF CAMBER WILL DEPEND ON SOIL CHARACTERISTICS, COVER, LENGTH OF CULVERT, SLOPE, AND OTHER FACTORS AND SHALL BE APPROVED BY THE PROJECT MANAGER.
9. SEE 206–07–1/1 – CORRUGATED METAL CULVERT AND PIPE ARCHES BEDDING AND BACKFILL DETAILS FOR INSTALLATION.
10. SEE SECTION 570 PIPE CULVERT SPECIFICATIONS AND SECTION 571 STRUCTURAL PLATE STRUCTURES SPECIFICATIONS.
6. FOR PIPE SIZES NOT SHOWN, THE GAUGE WILL BE THAT REQUIRED BY THE MINIMUM AND MAXIMUM COVERS FOR THE NEXT LARGER TABULATED PIPE SIZE.
7. COVER HEIGHTS OVER 40 FEET SHALL BE USED ONLY AFTER A THOROUGH INVESTIGATION OF THE FOUNDATION MATERIALS.

GAUGE	THICKNESS (INCHES)
1	0.280
3	0.249
5	0.218
7	0.188
8	0.168
10	0.138
12	0.109
14	0.079
16	0.064
18	0.052

NOTE: GAUGES SHOWN ARE "US STANDARD GAUGE" FOR GALVANIZED STEEL SHEETS AND PLATES. THICKNESS SHOWN IN INCHES INCLUDE GALVANIZED COATING.

R = ROUND PIPE

DESIGN DATA:

SPECIFICATIONS: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS SECTION 12, SIXTH EDITION, WITH 2008 INTERIM REVISIONS.

DEAD LOAD: 120 POUNDS PER CUBIC FOOT EARTH.

LIVE LOAD: HL–93

SAFETY FACTORS: APPROXIMATELY, 3.0 FOR LONGITUDINAL SEAM STRENGTH 2.0, FOR PIPE WALL BUCKLING.

BACKFILL: SOIL STIFFNESS COEFFICIENT (k) = 0.22.

DENOTES THAT THE FURNISHED TABLE IS STILL BASED ON DESIGN SPECIFICATION OF LTD, NOT LRFD YET.

TABLE 6–R

STRUCTURAL PLATE PIPE – 6" X 2" CORRUGATION

DIAMETER OF PIPE (FEET)	MAX. DEPTH OF COVER ABOVE TOP OF PIPE (FEET) 15	16–20	21–25	26–30	31–35	36–40	MIN. CVR (INCHES)
	SPECIFIED WALL THICKNESS (INCH)						
5.0	0.111	0.111	0.111	0.111	0.111	0.111	12
5.5	0.111	0.111	0.111	0.111	0.111	0.111	12
6.0	0.111	0.111	0.111	0.111	0.111	0.111	12
6.5	0.111	0.111	0.111	0.111	0.111	0.111	12
7.0	0.111	0.111	0.111	0.111	0.111	0.111	12
7.5	0.111	0.111	0.111	0.111	0.111	0.111	12
8.0	0.111	0.111	0.111	0.111	0.111	0.111	12
8.5	0.111	0.111	0.111	0.111	0.111	0.111	18
9.0	0.111	0.111	0.111	0.111	0.111	0.111	18
9.5	0.111	0.111	0.111	0.111	0.111	0.111	18
10.0	0.111	0.111	0.111	0.111	0.111	0.111	18
10.5	0.111	0.111	0.111	0.111	0.111	0.140	18
11.0	0.111	0.111	0.111	0.111	0.111	0.140	18
11.5	0.111	0.111	0.111	0.111	0.111	0.140	18
12.0	0.111	0.111	0.111	0.111	0.111	0.140	18
12.5	0.111	0.111	0.111	0.111	0.111	0.140	24
13.0	0.111	0.111	0.111	0.111	0.111	0.140	24
13.5	0.111	0.111	0.111	0.111	0.140	0.140	24
14.0	0.111	0.111	0.111	0.111	0.140	0.140	24
14.5	0.111	0.111	0.111	0.111	0.140	0.140	24
15.0	0.111	0.111	0.111	0.140	0.140	0.140	24
15.5	0.111	0.111	0.111	0.140	0.140	0.170	24
16.0	0.111	0.111	0.111	0.140	0.140	0.170	24
16.5	0.140	0.140	0.140	0.140	0.140	0.170	30
17.0	0.140	0.140	0.140	0.140	0.140	0.170	30
17.5	0.140	0.140	0.140	0.140	0.140	0.170	30
18.0	0.140	0.140	0.140	0.140	0.140	0.170	30
18.5	0.170	0.170	0.170	0.170	0.170	0.170	30
19.0	0.170	0.170	0.170	0.170	0.170	0.188	30
19.5	0.170	0.170	0.170	0.170	0.170	0.188	30
20.0	0.170	0.170	0.170	0.170	0.170	0.188	30
20.5	0.188	0.188	0.188	0.188	0.188	0.218	36
21.0	0.188	0.188	0.188	0.188	0.188	0.218	36
21.5	0.218	0.218	0.218	0.218	0.218	0.218	36
22.0	0.218	0.218	0.218	0.218	0.249	0.249	36
22.5	0.218	0.218	0.218	0.218	0.249	0.249	36
23.0	0.218	0.218	0.218	0.218	0.249	0.249	36
23.5	0.249	0.249	0.249	0.249	0.249	0.249	36
24.0	0.249	0.249	0.249	0.249	0.249	0.280	42
24.5	0.249	0.249	0.249	0.249	0.249	0.280	42
25.0	0.280	0.280	0.280	0.280	0.280	0.280	42
25.5	0.280	0.280	0.280	0.280	0.280	0.280	42
26.0	0.280	0.280	0.280	0.280	0.280	0.280	42

NOTES: 1. BACKFILL AROUND PIPE MUST BE COMPACTED TO SPECIFIED AASHTO T–99 DENSITY OF 100%.
2. USE REASONABLE CARE IN HANDLING AND INSTALLATION.

NO.	DATE	BY	DESCRIPTION
			REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

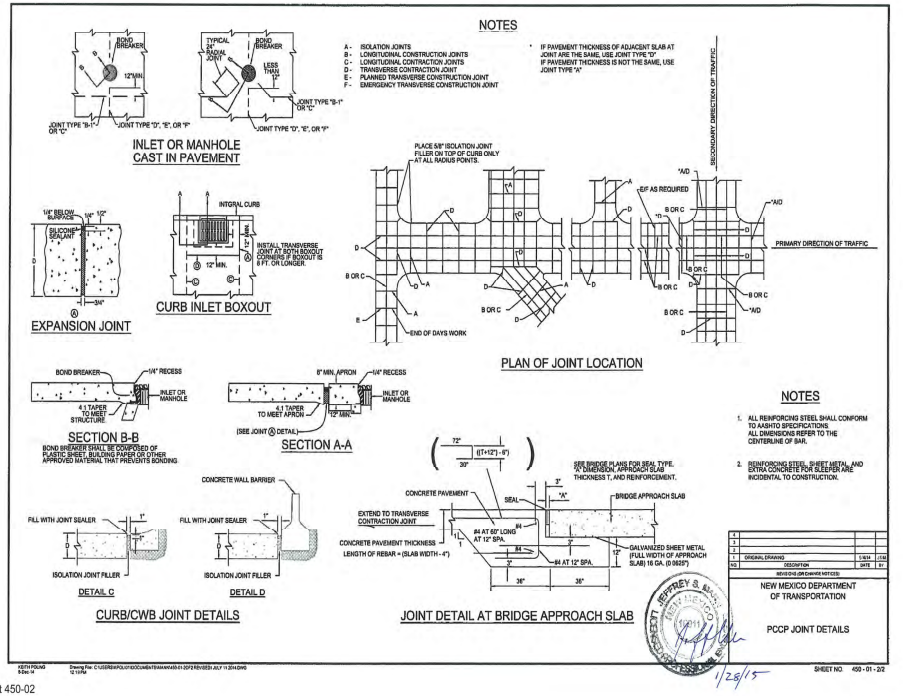
MAXIMUM AND MINIMUM COVER STEEL–ROUND PIPES HELICAL CORRUGATED METAL AND STRUCTURAL PLATES

DESIGNED BY: DRAWN BY: SKL CHECKED BY: YML/TM

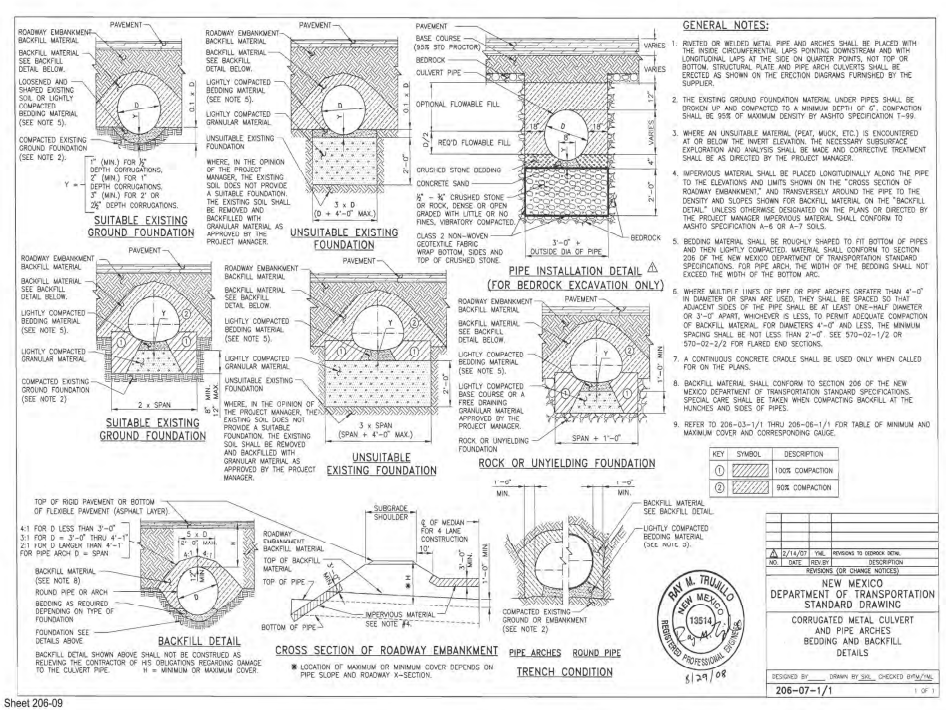
206–03–1/1 1 of 1

TIMOTHY A. BANKS NEW MEXICO 14072 REGISTERED PROFESSIONAL ENGINEER 4–10–08

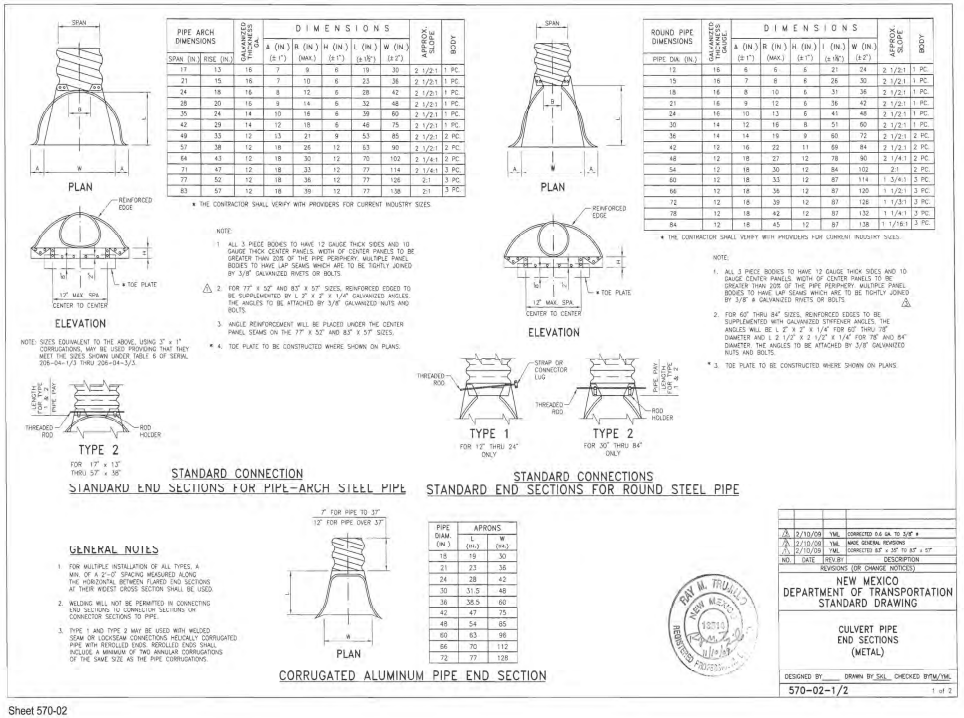
Sheet 206-03



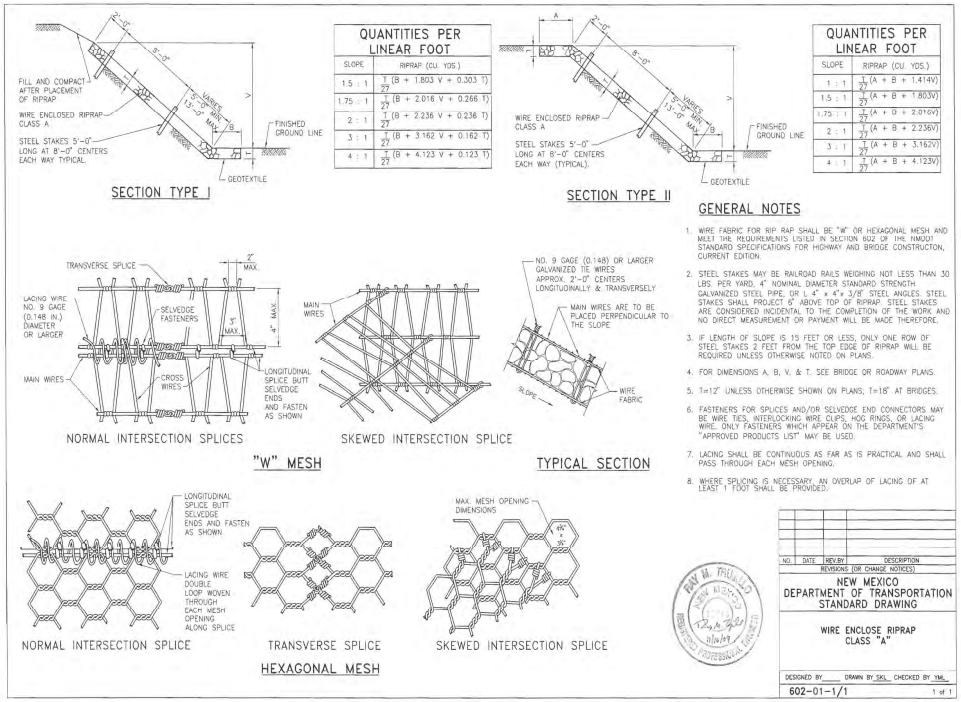
Sheet 450-02



Sheet 206-09



Sheet 570-02



QUANTITIES PER LINEAR FOOT	
SLOPE	RIPRAP (CU. YDS.)
1.5 : 1	$\frac{1}{27}$ (B + 1.803 V + 0.303 T)
1.75 : 1	$\frac{1}{27}$ (B + 2.018 V + 0.266 T)
2 : 1	$\frac{1}{27}$ (B + 2.236 V + 0.236 T)
3 : 1	$\frac{1}{27}$ (B + 3.162 V + 0.162 T)
4 : 1	$\frac{1}{27}$ (B + 4.123 V + 0.123 T)

QUANTITIES PER LINEAR FOOT	
SLOPE	RIPRAP (CU. YDS.)
1 : 1	$\frac{1}{27}$ (A + B + 1.414V)
1.5 : 1	$\frac{1}{27}$ (A + B + 1.803V)
1.75 : 1	$\frac{1}{27}$ (A + B + 2.016V)
2 : 1	$\frac{1}{27}$ (A + B + 2.236V)
3 : 1	$\frac{1}{27}$ (A + B + 3.162V)
4 : 1	$\frac{1}{27}$ (A + B + 4.123V)

GENERAL NOTES

1. WIRE FABRIC FOR RIP RAP SHALL BE "W" OR HEXAGONAL MESH AND MEET THE REQUIREMENTS LISTED IN SECTION 602 OF THE NMDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTON, CURRENT EDITION.
2. STEEL STAKES MAY BE RAILROAD RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" NOMINAL DIAMETER STANDARD STRENGTH GALVANIZED STEEL PIPE, OR L 4" x 4"x 3/8" STEEL ANGLES. STEEL STAKES SHALL PROJECT 6" ABOVE TOP OF RIPRAP. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
3. IF LENGTH OF SLOPE IS 15 FEET OR LESS, ONLY ONE ROW OF STEEL STAKES 2 FEET FROM THE TOP EDGE OF RIPRAP WILL BE REQUIRED UNLESS OTHERWISE NOTED ON PLANS.
4. FOR DIMENSIONS A, B, V, & T, SEE BRIDGE OR ROADWAY PLANS.
5. T=12" UNLESS OTHERWISE SHOWN ON PLANS; T=18" AT BRIDGES.
6. FASTENERS FOR SPLICES AND/OR SELVEDGE END CONNECTORS, MAY BE WIRE TIES, INTERLOCKING WIRE CLIPS, HOG RINGS, OR LACING WIRE. ONLY FASTENERS WHICH APPEAR ON THE DEPARTMENT'S "APPROVED PRODUCTS LIST" MAY BE USED.
7. LACING SHALL BE CONTINUOUS AS FAR AS IS PRACTICAL AND SHALL PASS THROUGH EACH MESH OPENING.
8. WHERE SPLICING IS NECESSARY, AN OVERLAP OF LACING OF AT LEAST 1 FOOT SHALL BE PROVIDED.

NO.	DATE	REV.BY	DESCRIPTION
			REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

WIRE ENCLOSE RIPRAP CLASS "A"

DESIGNED BY____ DRAWN BY SKL CHECKED BY YML

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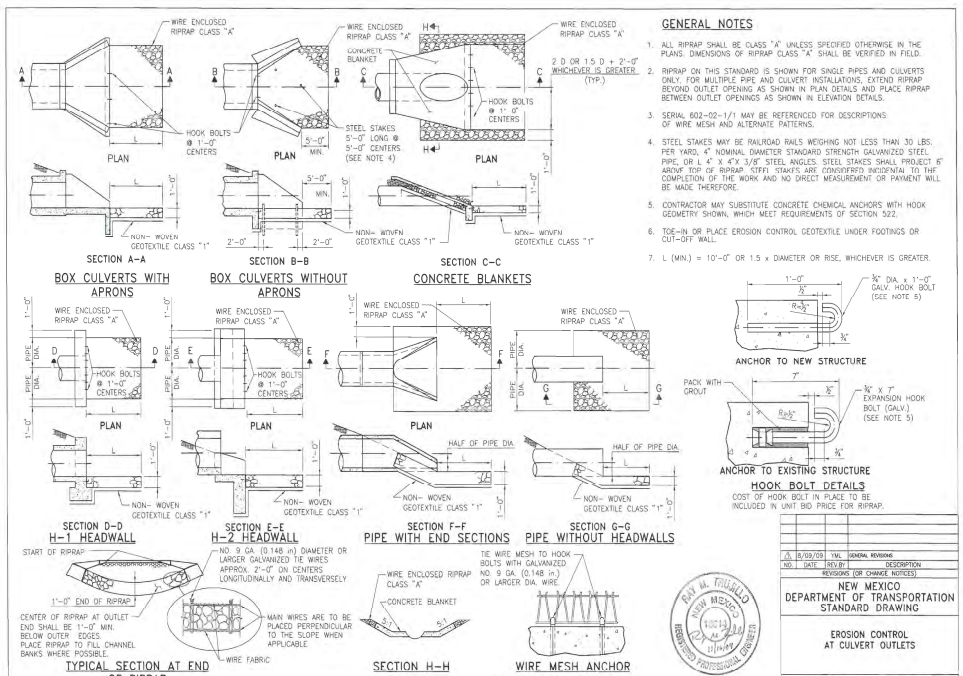
Sheet 602-01



GENERAL NOTES

1. ALL RIPRAP SHALL BE CLASS "A" UNLESS SPECIFIED OTHERWISE IN THE PLANS. DIMENSIONS OF RIPRAP CLASS "A" SHALL BE VERIFIED IN FIELD.
2. RIPRAP ON THIS STANDARD IS SHOWN FOR SINGLE PIPES AND CULVERTS ONLY. FOR MULTIPLE PIPE AND CULVERT INSTALLATIONS, EXTEND RIPRAP BEYOND OUTLET OPENING AS SHOWN IN PLAN DETAILS AND PLACE RIPRAP BETWEEN OUTLET OPENINGS AS SHOWN IN ELEVATION DETAILS.
3. SERIAL 602-02-1/1 MAY BE REFERENCED FOR DESCRIPTIONS OF WIRE MESH AND ALTERNATE PATTERNS.
4. STEEL STAKES MAY BE RAILROAD RAILS WEIGHING NOT LESS THAN 30 LBS. PER YARD, 4" NOMINAL DIAMETER STANDARD STRENGTH GALVANIZED STEEL PIPE, OR L 4" x 4"x 3/8" STEEL ANGLES. STEEL STAKES SHALL PROJECT 6" ABOVE TOP OF RIPRAP. STEEL STAKES ARE CONSIDERED INCIDENTAL TO THE COMPLETION OF THE WORK AND NO DIRECT MEASUREMENT OR PAYMENT WILL BE MADE THEREFORE.
5. CONTRACTOR MAY SUBSTITUTE CONCRETE CHEMICAL ANCHORS WITH HOOK GEOMETRY SHOWN, WHICH MEET REQUIREMENTS OF SECTION 522.
6. TOE-IN OR PLACE EROSION CONTROL GEOTEXTILE UNDER FOOTINGS OR CUT-OFF WALL.
7. L (MIN.) = 10'-0" OR 1.5 x DIAMETER OR RISE, WHICHEVER IS GREATER.

NO.	DATE	REV.BY	DESCRIPTION
1	8/03/09	YML	GENERAL REVISIONS
			REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

EROSION CONTROL AT CULVERT OUTLETS

DESIGNED BY____ DRAWN BY SKL CHECKED BY YML

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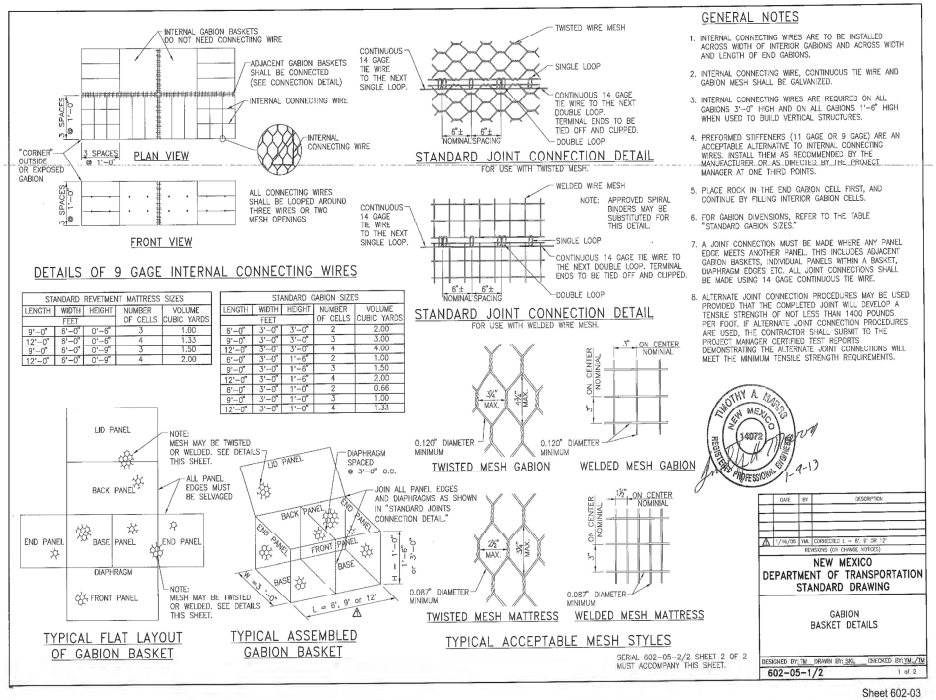
Sheet 602-02



DETAILS OF 9 GAGE INTERNAL CONNECTING WIRES

STANDARD REVETMENT MATTRESS SIZES				
LENGTH	WIDTH	HEIGHT	NUMBER OF CELLS	VOLUME CUBIC YARDS
FEET				
9'-0"	8'-0"	0'-8"	3	1.00
12'-0"	8'-0"	0'-8"	4	1.33
9'-0"	8'-0"	0'-9"	3	1.50
12'-0"	8'-0"	0'-9"	4	2.00

STANDARD GABION SIZES				
LENGTH	WIDTH	HEIGHT	NUMBER OF CELLS	VOLUME CUBIC YARDS
FEET				
6'-0"	3'-0"	3'-0"	2	2.00
9'-0"	3'-0"	3'-0"	3	3.00
12'-0"	3'-0"	3'-0"	4	4.00
6'-0"	3'-0"	1'-6"	2	1.00
9'-0"	3'-0"	1'-6"	3	1.50
12'-0"	3'-0"	1'-6"	4	2.00
6'-0"	3'-0"	1'-0"	2	0.66
9'-0"	3'-0"	1'-0"	3	1.00
12'-0"	3'-0"	1'-0"	4	1.33

SERIAL 602-05-2/2 SHEET 2 OF 2 MUST ACCOMPANY THIS SHEET.

GENERAL NOTES

1. INTERNAL CONNECTING WIRES ARE TO BE INSTALLED ACROSS WIDTH OF INTERIOR GABIONS AND ACROSS WIDTH AND LENGTH OF END GABIONS.
2. INTERNAL CONNECTING WIRE, CONTINUOUS TIE WIRE AND GABION MESH SHALL BE GALVANIZED.
3. INTERNAL CONNECTING WIRES ARE REQUIRED ON ALL GABIONS 3'-0" HIGH AND ON ALL GABIONS 1'-6" HIGH WHEN USED TO BUILD VERTICAL STRUCTURES.
4. PREFORMED STIFFENERS (11 GAGE OR 9 GAGE) ARE AN ACCEPTABLE ALTERNATIVE TO INTERNAL CONNECTING WIRES. INSTALL THEM AS RECOMMENDED BY THE MANUFACTURER OR AS DIRECTED BY THE PROJECT MANAGER AT ONE THIRD POINTS.
5. PLACE ROCK IN THE END GABION CELL FIRST, AND CONTINUE BY FILLING INTERIOR GABION CELLS.
6. FOR GABION DIMENSIONS, REFER TO THE TABLE "STANDARD GABION SIZES."
7. A JOINT CONNECTION MUST BE MADE WHERE ANY PANEL EDGE MEETS ANOTHER PANEL. THIS INCLUDES ADJACENT GABION BASKETS, INDIVIDUAL PANELS WITHIN A BASKET, DIAPHRAGM EDGES ETC. ALL JOINT CONNECTIONS SHALL BE MADE USING 14 GAGE CONTINUOUS TIE WIRE.
8. ALTERNATE JOINT CONNECTION PROCEDURES MAY BE USED PROVIDED THAT THE COMPLETED JOINT WILL DEVELOP A TENSILE STRENGTH OF NOT LESS THAN 1400 POUNDS PER FOOT. IF ALTERNATE JOINT CONNECTION PROCEDURES ARE USED, THE CONTRACTOR SHALL SUBMIT TO THE PROJECT MANAGER CERTIFIED TEST REPORTS DEMONSTRATING THE ALTERNATE JOINT CONNECTIONS WILL MEET THE MINIMUM TENSILE STRENGTH REQUIREMENTS.

DATE	BY	DESCRIPTION
		REVISIONS (OR CHANGE NOTICES)
1/16/08	YML	CORRECTED L = 6', 9' OR 12'

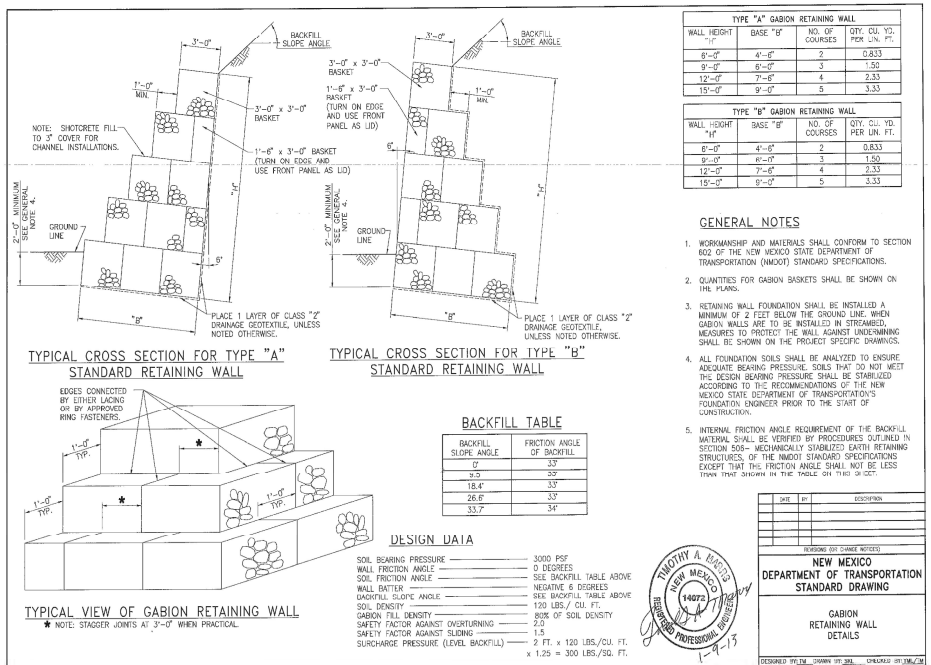
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

GABION BASKET DETAILS

DESIGNED BY TM DRAWN BY SKL CHECKED BY YML/TM

602-05-1/2 1 of 2

Sheet 602-03



TYPE "A" GABION RETAINING WALL			
WALL HEIGHT "H"	BASE "B"	NO. OF COURSES	QTY. CU. YD. PER LIN. FT.
6'-0"	4'-6"	2	0.833
9'-0"	6'-0"	3	1.50
12'-0"	7'-6"	4	2.33
15'-0"	9'-0"	5	3.33

TYPE "B" GABION RETAINING WALL			
WALL HEIGHT "H"	BASE "B"	NO. OF COURSES	QTY. CU. YD. PER LIN. FT.
6'-0"	4'-6"	2	0.833
9'-0"	6'-0"	3	1.50
12'-0"	7'-6"	4	2.33
15'-0"	9'-0"	5	3.33

GENERAL NOTES

1. WORKMANSHIP AND MATERIALS SHALL CONFORM TO SECTION 602 OF THE NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION (NMDOT) STANDARD SPECIFICATIONS.
2. QUANTITIES FOR GABION BASKETS SHALL BE SHOWN ON THE PLANS.
3. RETAINING WALL FOUNDATION SHALL BE INSTALLED A MINIMUM OF 2 FEET BELOW THE GROUND LINE. WHEN GABION WALLS ARE TO BE INSTALLED IN STREAMBED, MEASURES TO PROTECT THE WALL AGAINST UNDERMINING SHALL BE SHOWN ON THE PROJECT SPECIFIC DRAWINGS.
4. ALL FOUNDATION SOILS SHALL BE ANALYZED TO ENSURE ADEQUATE BEARING PRESSURE. SOILS THAT DO NOT MEET THE DESIGN BEARING PRESSURE SHALL BE STABILIZED ACCORDING TO THE RECOMMENDATIONS OF THE NEW MEXICO STATE DEPARTMENT OF TRANSPORTATION'S FOUNDATION ENGINEER PRIOR TO THE START OF CONSTRUCTION.
5. INTERNAL FRICTION ANGLE REQUIREMENT OF THE BACKFILL MATERIAL SHALL BE VERIFIED BY PROCEDURES OUTLINED IN SECTION 506– MECHANICALLY STABILIZED EARTH RETAINING STRUCTURES, OF THE NMDOT STANDARD SPECIFICATIONS EXCEPT THAT THE FRICTION ANGLE SHALL NOT BE LESS THAN THAT SHOWN IN THE TABLE ON THIS SHEET.

BACKFILL TABLE

BACKFILL SLOPE ANGLE	FRICTION ANGLE OF BACKFILL
0°	33°
9.5°	33°
18.4°	33°
26.6°	33°
33.7°	34°

DESIGN DATA

SOIL BEARING PRESSURE	3000 PSF
WALL FRICTION ANGLE	0 DEGREES
SOIL FRICTION ANGLE	SEE BACKFILL TABLE ABOVE
WALL BATTER	NEGATIVE 6 DEGREES
BACKFILL SLOPE ANGLE	SEE BACKFILL TABLE ABOVE
SOIL DENSITY	120 LBS./ CU. FT.
GABION FILL DENSITY	100% OF SOIL DENSITY
SAFETY FACTOR AGAINST OVERTURNING	2.0
SAFETY FACTOR AGAINST SLIDING	1.5
SURCHARGE PRESSURE (LEVEL BACKFILL)	2 FT. x 120 LBS./CU. FT. x 1.25 = 300 LBS./SQ. FT.

DATE	BY	DESCRIPTION
		REVISIONS (OR CHANGE NOTICES)

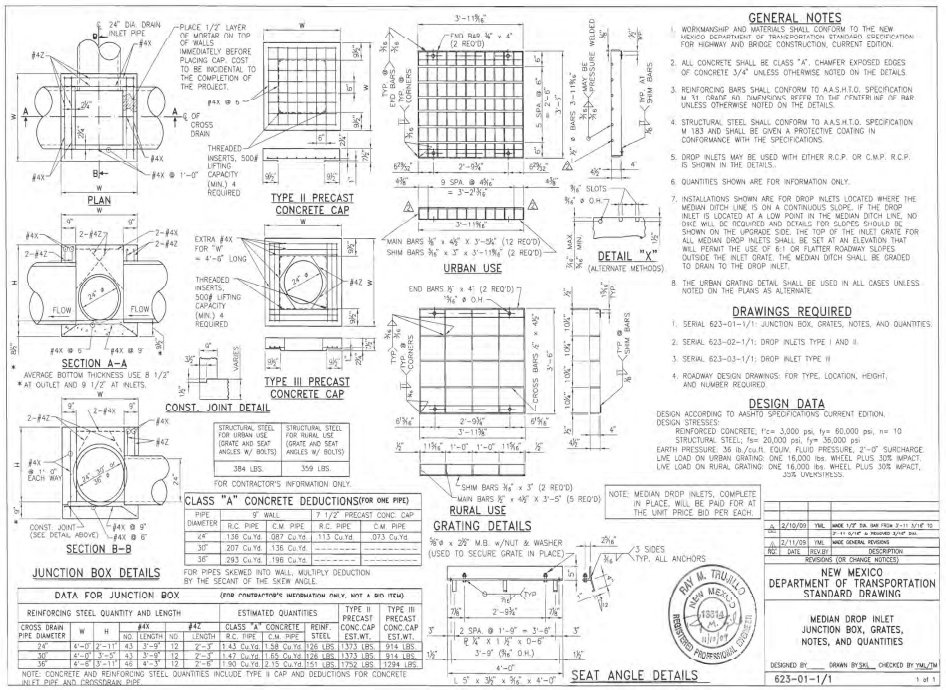
NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

GABION RETAINING WALL DETAILS

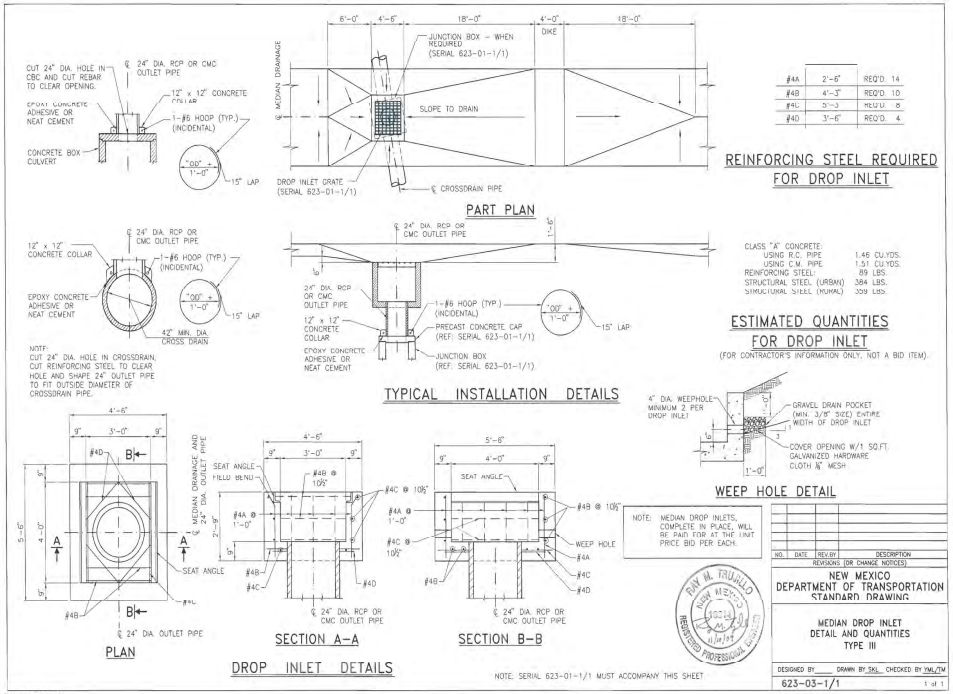
DESIGNED BY TM DRAWN BY SKL CHECKED BY YML/TM

602-05-2/2 2 of 2

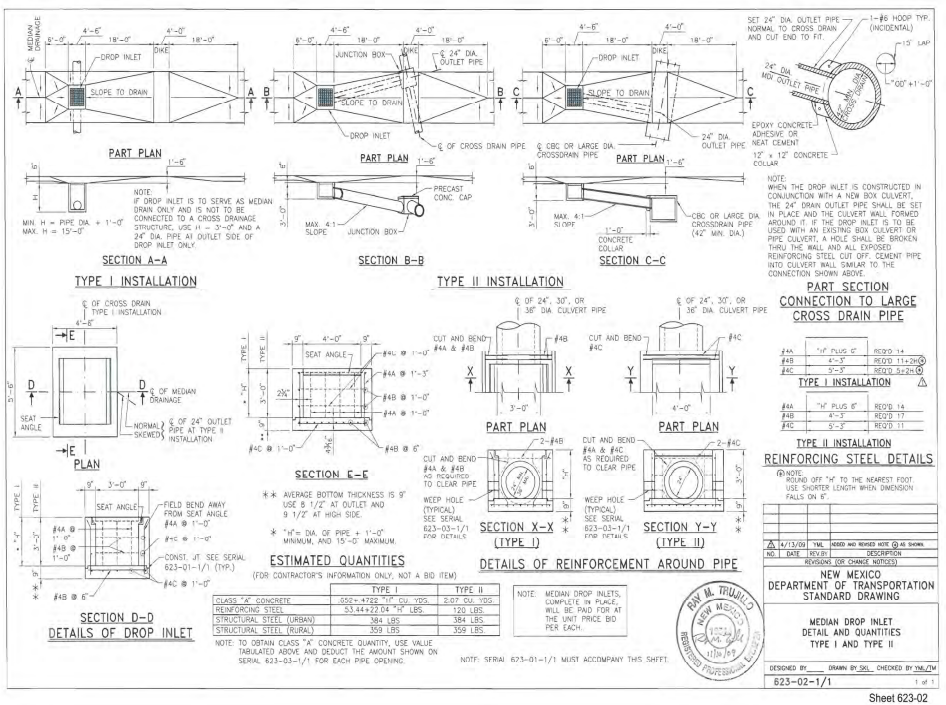
Sheet 602-04



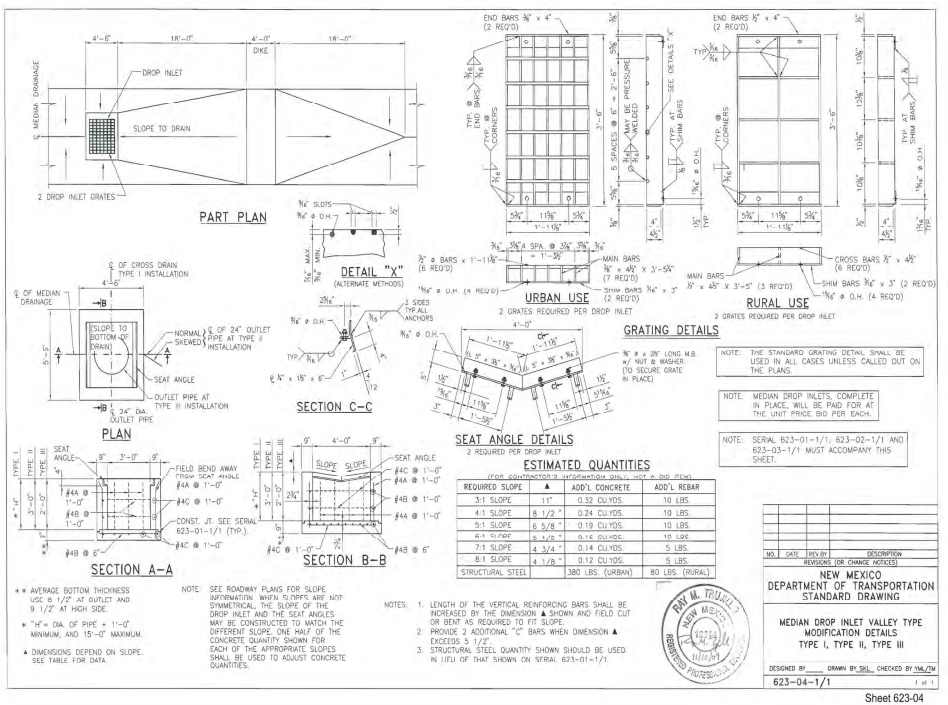
Sheet 623-01



Sheet 623-03



Sheet 623-02



Sheet 623-04

SUMMARY
FILENAME

GENERAL NOTES;

1. NMDOT IS RECOGNIZED AS A TITLE II PUBLIC ENTITY UNDER THE AMERICANS WITH DISABILITIES ACT (ADA), OF 1990 (PUBLIC LAW 101-336). A TITLE II ENTITY IS DEFINED AS ANY STATE OR LOCAL GOVERNMENT ENTITY AND PROHIBITS DISCRIMINATION ON THE BASIS OF DISABILITY. THE ADA EXTENDS THE PRINCIPLES OF SECTION 504 OF THE REHABILITATION ACT, OF 1973, AS AMENDED, TO PROTECT PERSONS WITH DISABILITIES IN ALL PUBLIC FACILITIES AND PROGRAMS IRRESPECTIVE OF THE FUNDING SOURCE.
2. THESE DRAWINGS PROVIDE GUIDANCE FOR COMPLIANCE WITH THE **PROPOSED ACCESSIBILITY GUIDELINES FOR PEDESTRIAN FACILITIES IN THE PUBLIC RIGHT-OF-WAY (PROWAG), JULY 26, 2011, OR LATEST EDITION**. THESE GUIDELINES SHALL APPLY TO ALL NEW AND ALTERED PEDESTRIAN ACCESS ROUTES (PAR).
3. REFER TO CONSTRUCTION PLANS FOR THE DETAILED LAYOUTS AND DETAILS.
4. PEDESTRIAN ACCESS ROUTES (PAR) SHALL BE FIRM, STABLE, AND SLIP RESISTANT. PROVIDE SLIP RESISTANT TEXTURE ON SIDEWALKS AND CURB RAMPS BY BROOMING TRANSVERSE TO THE SLOPE OF THE RAMP AND /OR PERPENDICULAR TO PEDESTRIAN TRAVEL. EXTEND TEXTURE THE FULL WIDTH AND LENGTH OF THE CURB RAMP INCLUDING SIDE FLARES. DO NOT SCORE OR MAKE GROOVES IN SLOPED SURFACE LINES SHOWN ON STANDARD DETAILS ARE FOR ILLUSTRATIONS ONLY.
5. VERTICAL SURFACE DISCONTINUITIES SHALL BE 0.5 INCHES MAXIMUM. VERTICAL DISCONTINUITIES BETWEEN 0.25 INCHES AND 0.5 INCHES SHALL BE BEVELED WITH A SLOPE NOT STEEPER THAN 50 PERCENT. THE BEVEL SHALL BE APPLIED ACROSS THE ENTIRE VERTICAL SURFACE DISCONTINUITY.
6. HORIZONTAL OPENINGS IN GRATINGS AND JOINTS SHALL NOT PERMIT PASSAGE OF A SPHERE MORE THAN 0.5 INCHES IN DIAMETER. ELONGATED OPENINGS IN GRATES SHALL BE PLACED SO THAT THE LONG DIMENSION IS PERPENDICULAR TO THE DOMINANT DIRECTION OF TRAVEL.
7. PROVIDE EXPANSION JOINT MATERIAL 0.5 INCHES THICK WHERE CURB RAMP ADJOINS ANY RIGID PAVEMENT, SIDEWALK OR STRUCTURE WITH THE TOP OF JOINT FILLER FLUSH WITH ADJACENT CONCRETE SURFACE.
8. SEAL ALL JOINTS WITH AN APPROVED SEALING MATERIAL.
9. INSTALL JOINTS WHERE CURB RAMPS, TURNING SPACES, FLARES, AND SIDEWALKS ABUT. ALL JOINTS AND TRANSITIONS SHALL BE FLUSH
10. VERTICAL WALLS OR HEADER CURBS ARE PERMITTED WHEN ADJACENT TO NON-WALK AREAS OR ELEVATION DIFFERENCES CANNOT BE ACCOMMODATED BY CURB RAMP FLARES OR GRADING. GRADE NON-WALK AREAS AT 3:1 OR FLATTER.
11. CONSTRUCTION TOP / BOTTOM OF CURB TO BE FLUSH WITH ADJACENT SURFACES (CURB RAMPS, SIDEWALKS, AND FLARES). VERTICAL LIPS NOT PERMITTED AT THE BOTTOM OF CURB RAMP WHERE THE RAMP MEETS STREET LEVEL.

SIDEWALKS

12. SIDEWALK, AND CURB AND GUTTER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SERIAL 609-01-1/1.
13. SIDEWALK CROSS SLOPE IS RECOMMENDED TO BE CONSTRUCTED FOR CROSS SLOPE OF 1.5% TYPICAL, BUT SHALL NOT EXCEED 2.0% CROSS SLOPE ON THE PEDESTRIAN ACCESS ROUTE (PAR).
14. SIDEWALK SHALL HAVE A MINIMUM WIDTH OF 5.0 FT, EXCLUSIVE OF THE WIDTH OF THE CURB RETURN.
EXCEPTION: WHERE SIDEWALK WIDTH NEEDS TO BE REDUCED TO NO LESS 4.0 FT, PASSING SPACES SHALL BE PROVIDED AT INTERVALS OF 200 FT MAXIMUM. PASSING SPACES SHALL BE 5.0 FT MINIMUM BY 5.0 FT MINIMUM.
15. ANY SIGNS POSTS, UTILITY POLES, FIRE HYDRANTS, TRAFFIC SIGNALS, STREET FURNITURE, AND OTHER OBJECTS SHALL NOT REDUCE THE CLEAR WIDTH TO LESS THAN 4.0 FT.
16. THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES (PAR) WITHIN MEDIANS AND PEDESTRIAN REFUGE ISLANDS SHALL BE 5.0 FT MINIMUM.

CURB RAMPS

17. FOR NEW CONSTRUCTION AND ALTERATIONS, CONSTRUCT CURB RAMP AND FLARE SLOPES WITH THE FLATTEST SLOPE FEASIBLE. THE MAXIMUM SLOPE ALLOWABLE IS INDICATED IN NOTE 18 OF THE CURB RAMP STANDARD DETAILS. SLOPES THAT EXCEED THOSE INDICATED IN THE CURB RAMP STANDARD DETAILS, OR CONSTRUCTION PLANS, WILL NOT BE ACCEPTED AND WILL BE REMOVED AND RECONSTRUCTED.
18. RUNNING SLOPE OF THE CURB RAMP SHALL BE 8.3 % MAX (RECOMMENDED 7.0%) BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FT TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15 FOOT MAX LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE EXTENDED AS FLAT AS MAXIMUM EXTENT PRACTICABLE.
19. CONSTRUCT THE CLEAR WIDTH OF CURB RAMP RUNS (EXCLUDING ANY FLARED SIDES), BLENDED TRANSITIONS, AND TURNING SPACES AS TYPICAL 5.0 FT X 5.0 FT AND MINIMUM 4.0 FT X 4.0 FT CLEAR SPACE BEYOND THE CURB FACE, WITHIN THE WIDTH OF THE CROSSWALK AND WHOLLY OUTSIDE THE PARALLEL VEHICLE TRAVEL LANE.
20. CURB RAMP AND SIDE FLARE LENGTHS ARE VARIABLE AND BASED ON CURB HEIGHT AND THE SIDEWALK SLOPE.
21. THE CHANGE IN GRADE AT THE BOTTOM OF THE CURB RAMP AND ADJOINING ROAD SURFACE SHALL NOT EXCEED AN ALGEBRAIC DIFFERENCE OF 13.3%. THE COUNTER SLOPE OF THE GUTTER OR ROAD AT THE FOOT OF A CURB RAMP RUNS, TURNING SPACE OR BLENDED TRANSITION IS NOT TO EXCEED 5.0%.
22. CONSTRUCT CURB RAMPS FLUSH TO ADJACENT ROADWAY. GRADE EDGE OF ROAD ELEVATIONS AT THE FLOW LINE TO ENSURE POSITIVE DRAINAGE AND PREVENT PONDING. FOR LEVEL TURNING SPACES BEHIND CURB, ADJUST SLOPES TO PROVIDE POSITIVE DRAINAGE.
23. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE CURB RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF CURB RAMP RUNS AND TURNING SPACES. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
24. ALL SLOPES ARE MEASURED WITH RESPECT TO A LEVEL PLANE. THEREFORE, THE LENGTH OF CURB RAMP IS NOT SOLELY DEPENDENT ON THE HEIGHT OF CURB. (FOR EXAMPLE, A 6" CURB DOES NOT NECESSARILY MEAN A RAMP LENGTH OF 6.0 FT FOR AN 8.3% SLOPE).

CROSSWALKS

25. PROVIDE A SEPARATE CURB RAMP FOR EACH MARKED OR UNMARKED CROSSWALK. CURB RAMP LOCATIONS SHALL BE PLACED WITHIN THE WIDTH OF THE MARKED OR UNMARKED CROSSWALK AS SHOWN IN THE CONSTRUCTION PLANS.

DETECTABLE WARNING

26. DETECTABLE WARNING SURFACES (DWS) CONSISTING OF TRUNCATED DOMES SHALL BE UTILIZED WHERE CURB RAMPS, BLENDED TRANSITIONS, OR TURNING SPACE PROVIDE A FLUSH PEDESTRIAN CONNECTION TO THE STREET OR WHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CROSSES A STREET, ALLEY, TRAFFIC ISLAND, MEDIAN, OR RAILROAD. DETECTABLE WARNING SURFACES (DWS) WILL NOT BE INSTALLED AT RESIDENTIAL DRIVEWAYS. DETECTABLE WARNING SURFACE MUST BE PROVIDED AT THE JUNCTION BETWEEN THE PAR AND COMMERCIAL DRIVEWAYS THAT ARE STOP OR YIELD CONTROLLED OR ARE CONTROLLED BY A SIGNAL.
27. DETAILS OF DETECTABLE WARNING SURFACE ARE SHOWN IN CONTRACT PLANS AND SHEET 608-001-8/12 OF THE STANDARD DRAWINGS.

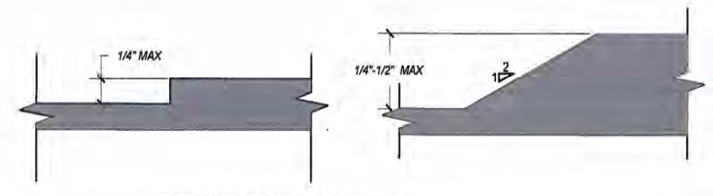
ACCESSIBLE PEDESTRIAN SIGNALS (APS) AND PEDESTRIAN PUSHBUTTONS

28. FOR ALTERATION PROJECTS, PROVIDE ACCESS TO EXISTING PEDESTRIAN PUSHBUTTONS TO THE MAXIMUM EXTENT PRACTICABLE. INSTALL PEDESTRIAN STUB POLES, WHERE APPLICABLE, SO AS NOT TO CREATE PEDESTRIAN OBSTRUCTIONS. REFER TO THE MUTCD FOR FURTHER GUIDANCE.
29. PEDESTRIAN SIGNAL PUSH BUTTONS SHALL COMPLY WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND LOCATED WITHIN A HORIZONTAL REACH OF 0" TO 10" AND SHALL BE WITHIN 36" TO 46" ABOVE THE SIDEWALK SURFACE.
30. PEDESTRIAN SIGNAL SHALL HAVE 4FTx4FT MIN TURNING SPACE TO PROVIDE ACCESS TO PUSH BUTTONS.

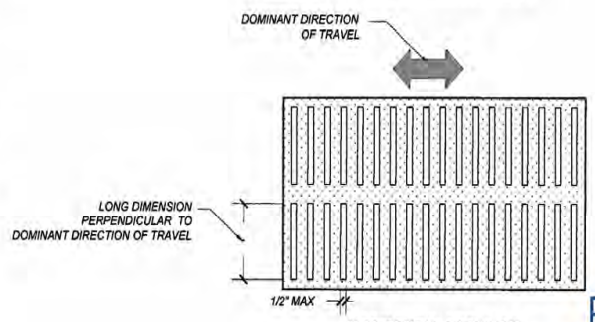
ALTERATIONS TO EXISTING FACILITIES - GENERAL NOTES:

ADDITIONS OR ALTERATIONS TO ANY FACILITY SHALL CONFORM TO THE REQUIREMENTS OF THE NEW CONSTRUCTION STANDARDS WITHIN THE NMDOT PEDESTRIAN ACCESS STANDARDS AND PROWAG 2011 OR LATEST EDITION. ANY DESIGN / CONSTRUCTION DEVIATION THAT IS DEEMED AN VARIANCE OR TECHNICALLY INFEASIBLE BY THE DEFINITION BELOW SHALL REQUIRE SUBMITTAL AND APPROVAL OF ADA DESIGN VARIANCE PROCEDURES.

31. EXCEPTION: IN ALTERATION WORK, IF COMPLIANCE IS TECHNICALLY INFEASIBLE, THE ALTERATION SHALL PROVIDE ACCESSIBILITY TO THE MAXIMUM EXTENT PRACTICABLE. ANY ELEMENTS OR FEATURES OF THE BUILDING OR FACILITY THAT IS BEING ALTERED AND CAN BE MADE ACCESSIBLE SHALL BE MADE ACCESSIBLE WITHIN THE SCOPE OF THE ALTERATION.
32. TECHNICAL INFEASIBILITY: MEANS, WITH RESPECT TO AN ALTERATION OF A BUILDING OR A FACILITY, THAT IT HAS LITTLE LIKELIHOOD OF BEING ACCOMPLISHED BECAUSE EXISTING STRUCTURAL CONDITIONS WOULD REQUIRE REMOVING OR ALTERING A LOAD-BEARING MEMBER WHICH IS AN ESSENTIAL PART OF THE STRUCTURAL FRAME; OR BECAUSE OTHER EXISTING PHYSICAL OR SITE CONSTRAINTS PROHIBIT.
33. IN ALTERATIONS WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT COMPLIANCE TO PROVDE A CURB RAMP FOR EACH PEDESTRIAN CROSSING A SINGLE DIAGONAL CURB RAMP SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS.



VERTICAL SURFACE DISCONTINUITIES
SCALE: NONE REFER TO NOTE 5



HORIZONTAL OPENINGS
SCALE: NONE REFER TO NOTE 6



NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

PEDESTRIAN ACCESS ROUTE
GENERAL NOTES

APPROVED ______ DESIGN ENGINEER 1-13-15 DATE

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file path
DRAWING SCALE = NOT TO SCALE

SUMMARY
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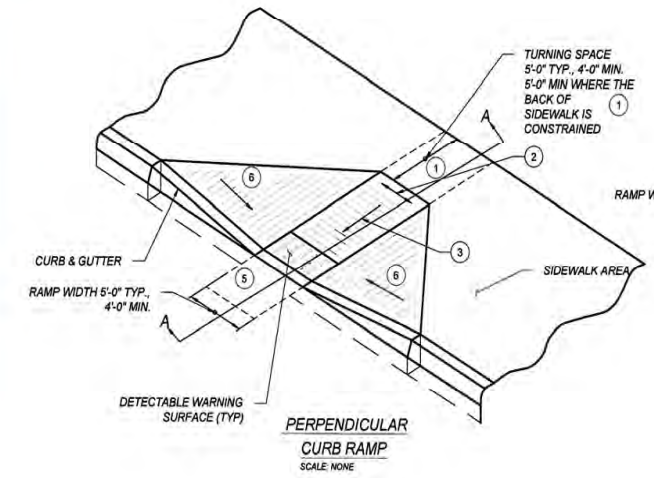
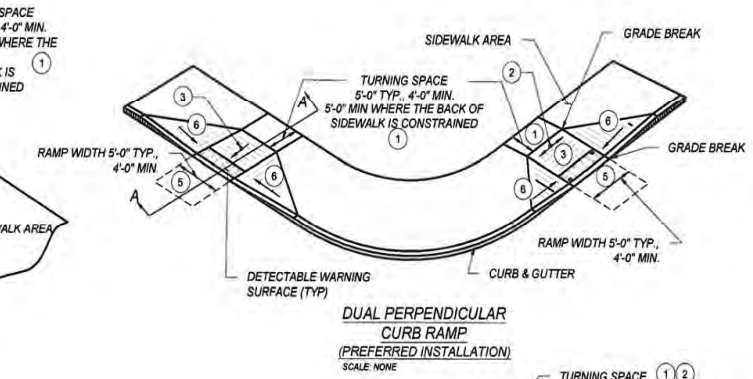
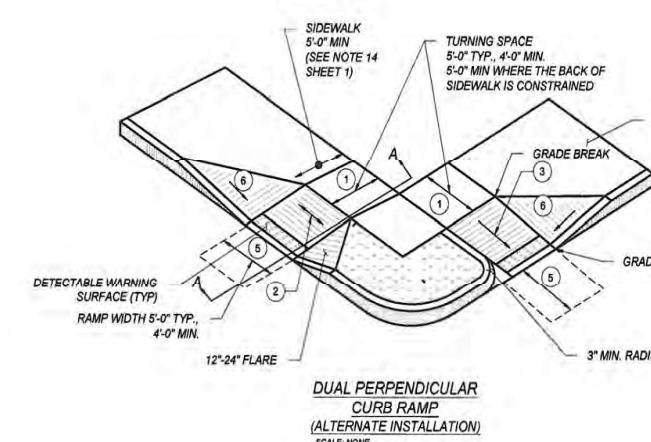


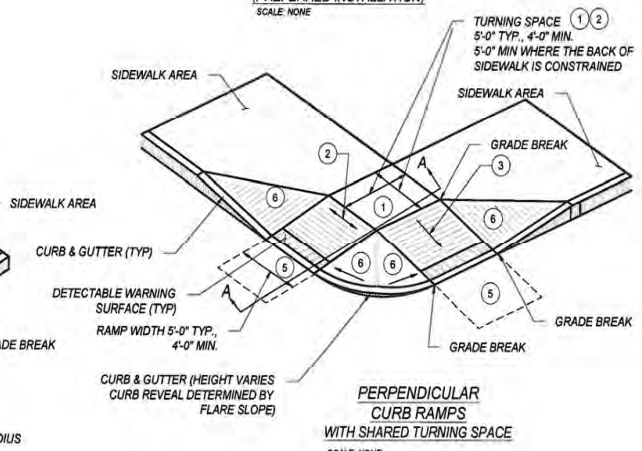
PERPENDICULAR
CURB RAMP
SCALE: NONE



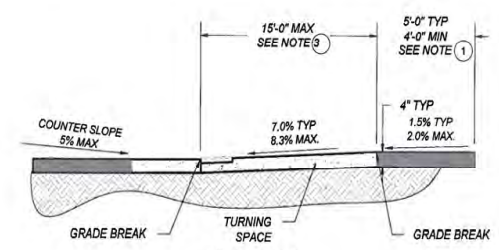
DUAL PERPENDICULAR
CURB RAMP
(PREFERRED INSTALLATION)
SCALE: NONE



DUAL PERPENDICULAR
CURB RAMP
(ALTERNATE INSTALLATION)
SCALE: NONE



PERPENDICULAR
CURB RAMPS
WITH SHARED TURNING SPACE
SCALE: NONE



SECTION A-A
SCALE: NONE

KEYED NOTES

1. TURNING SPACE SHALL HAVE MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.0% (RECOMMEND 1.5%). TURNING SPACE SHALL BE 4.0 FT BY 4.0 FT MIN (RECOMMEND 5.0 FT BY 5.0 FT) AT THE TOP OF THE CURB RAMP AND SHALL BE PERMITTED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4.0 FT MIN BY 5.0 FT MIN. THE 5.0 FT SHALL BE PROVIDED IN THE DIRECTION OF THE RAMP RUN.
2. CROSS SLOPE SHALL BE 2.0% MAX (RECOMMENDED 1.5%). EXCEPTION. THE CROSS SLOPE OF CURB RAMPS AT PEDESTRIAN STREET CROSSING WITHOUT YIELD OR STOP CONTROL, TRAFFIC SIGNALS DESIGNED FOR THE GREEN PHASE, AND AT MIDBLOCK PEDESTRIAN STREET CROSSING, THE CROSS SLOPE IS PERMITTED TO MATCH STREET OR HIGHWAY GRADE.
3. RUNNING SLOPE OF THE CURB RAMP SHALL BE 8.3 % MAX (RECOMMENDED 7.0%) BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FT TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15 FOOT MAX LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE EXTENDED AS FLAT AS MAXIMUM EXTENT PRACTICABLE.
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5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, RUN OR TURNING SPACE SHALL BE 5% MAX.
6. FLARED SIDES ARE TO HAVE A SLOPE OF 10% MAX (RECOMMEND 9%), MEASURED PARALLEL TO THE BACK OF THE CURB, UNLESS THE FLARED SIDES ARE PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, CHAINS, FENCING, OR RAILINGS.

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C. IN ALTERATIONS WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT COMPLIANCE TO PROVIDE A CURB RAMP FOR EACH PEDESTRIAN CROSSING A SINGLE DIAGONAL CURB RAMP SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS.
D. CONCRETE HEADER CURBS CONSTRUCTED AS PART OF THE CURB RAMP WILL BE CONSIDERED INCIDENTAL TO ITEM NUMBER 608004 AND NO SEPARATE PAYMENT WILL BE MADE.



NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

PERPENDICULAR
CURB RAMPS

APPROVED ______ DESIGN ENGINEER 1-13-15 DATE

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file path
DRAWING SCALE = NOT TO SCALE

SUMMARY
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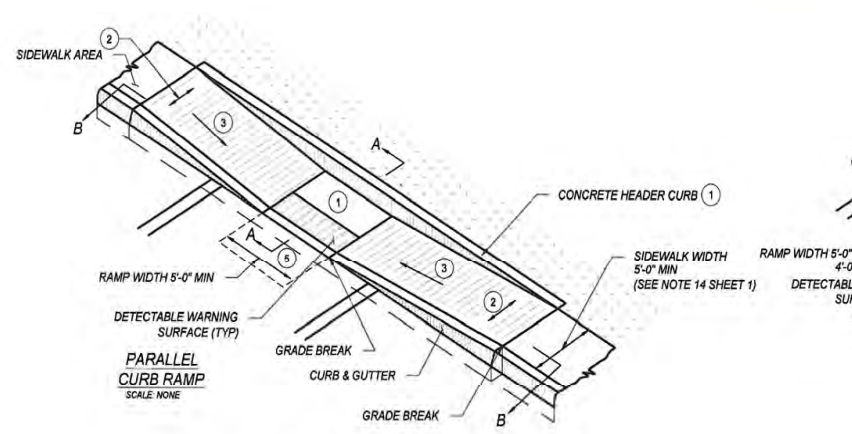
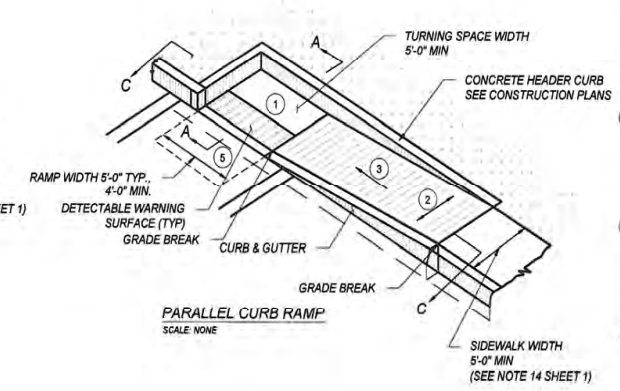


PARALLEL
CURB RAMP
SCALE: NONE



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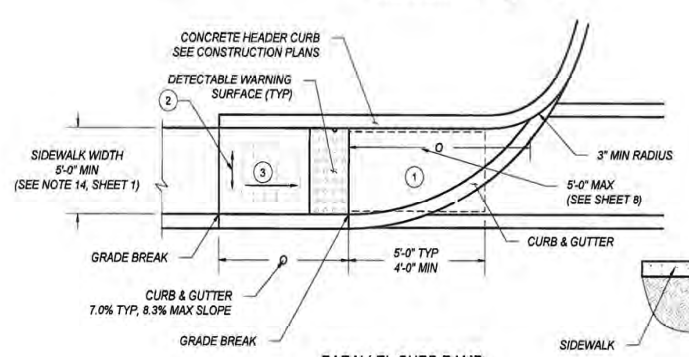

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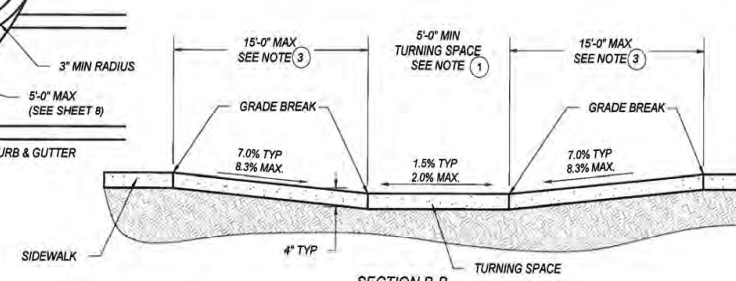
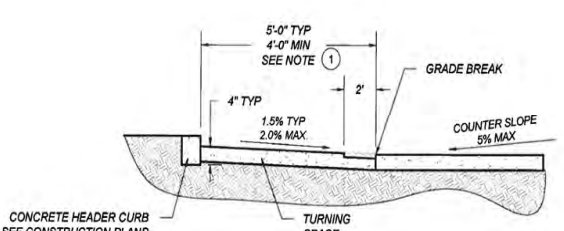
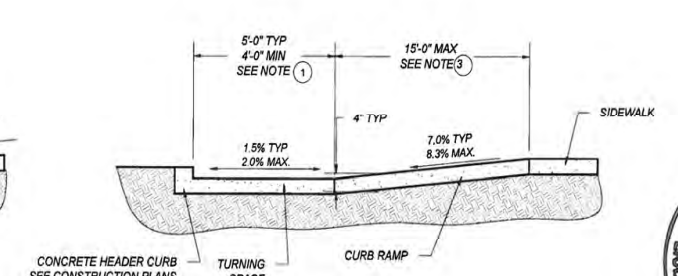


SECTION B-B
SCALE: NONE



SECTION A-A
SCALE: NONE



SECTION C-C
SCALE: NONE

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REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

PARALLEL
CURB RAMPS

APPROVED ______ DESIGN ENGINEER 1-13-15 DATE

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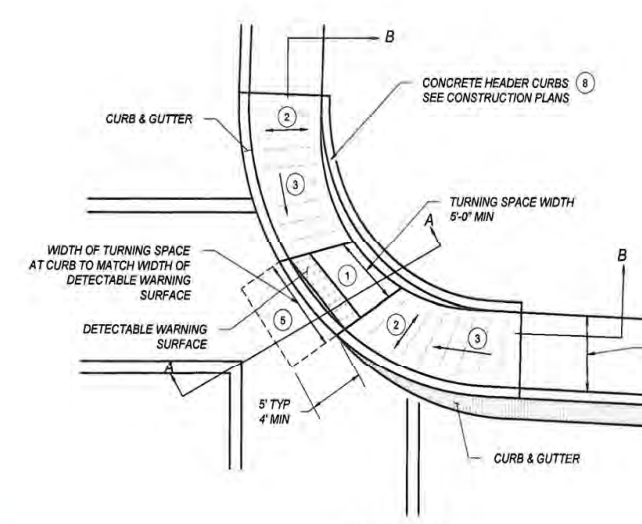
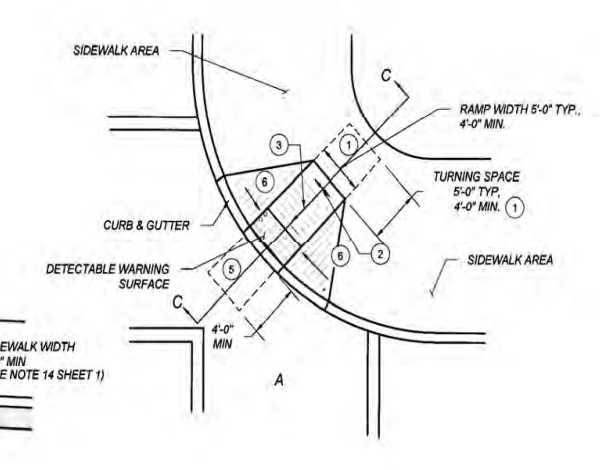
file path
DRAWING SCALE = NOT TO SCALE

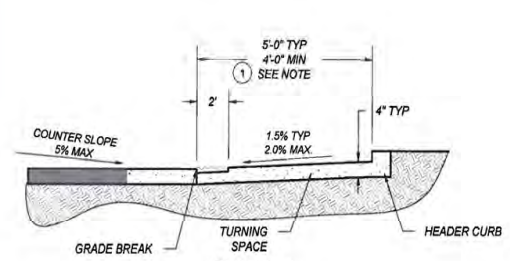
SUMMARY
FILENAME



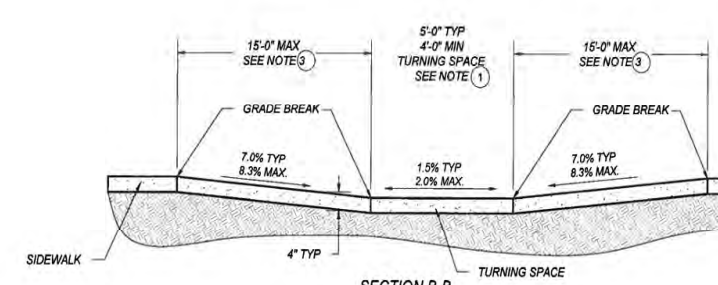
SINGLE DIAGONAL
PARALLAL CURB RAMP
SCALE: NONE



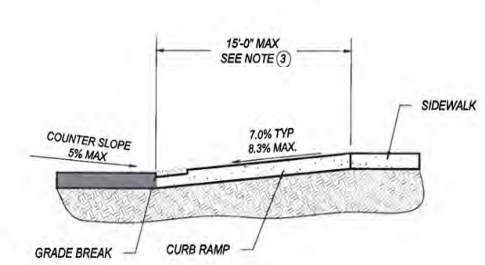
SINGLE DIAGONAL
PERPENDICULAR CURB RAMP
SCALE: NONE



SECTION A-A
SCALE: NONE



SECTION B-B
SCALE: NONE



SECTION C-C
SCALE: NONE

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REVISIONS (OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

DIAGONAL
CURB RAMPS

APPROVED ______ DESIGN ENGINEER 1-13-15 DATE

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SUMMARY
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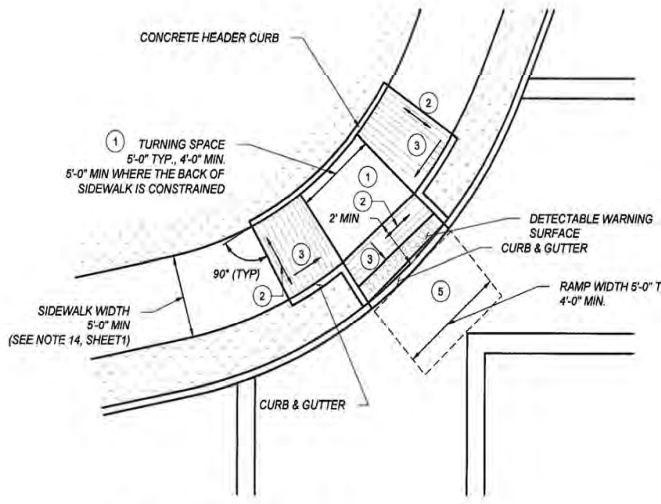
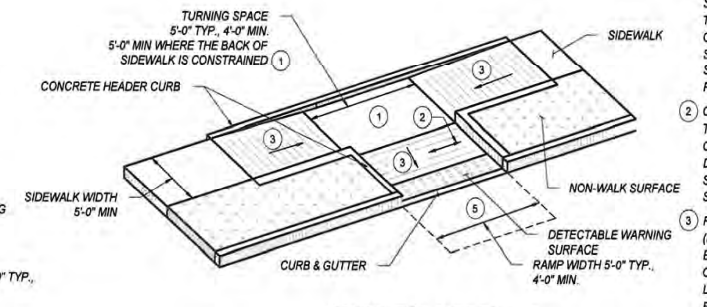
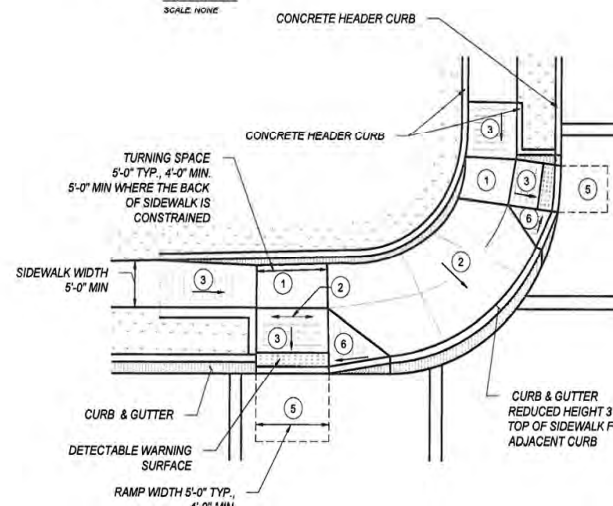


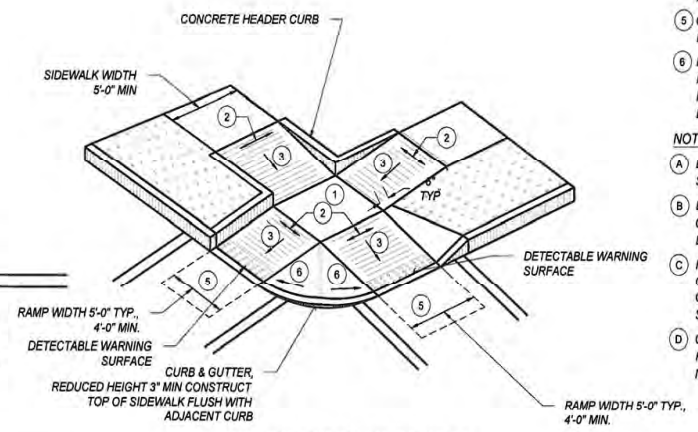
COMBINATION CURB RAMP (A)
DIAGONAL
SCALE: NONE



COMBINATION CURB RAMP (B)
SCALE: NONE



COMBINATION CURB RAMP (C)
SCALE: NONE



COMBINATION CURB RAMP (D)
WITH SHARED TURNING SPACE
SCALE: NONE

KEYED NOTES

1. TURNING SPACE SHALL HAVE MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.0% (RECOMMEND 1.5%). TURNING SPACE SHALL BE 4.0 FT BY 4.0 FT MIN (RECOMMEND 5.0 FT BY 5.0 FT) AT THE TOP OF THE CURB RAMP AND SHALL BE PERMITTED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4.0 FT MIN BY 5.0 FT MIN. THE 5.0 FT SHALL BE PROVIDED IN THE DIRECTION OF THE RAMP RUN.
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MICHAEL J. SMELKER NEW MEXICO 15350 LICENSED PROFESSIONAL ENGINEER 1-13-15

NO.	DATE	REV. BY	DESCRIPTION

REVISIONS (OR CHANGE NOTICES)

NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

COMBINATION CURB RAMPS

APPROVED [signature] DESIGN ENGINEER DATE 1-13-15

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SUMMARY
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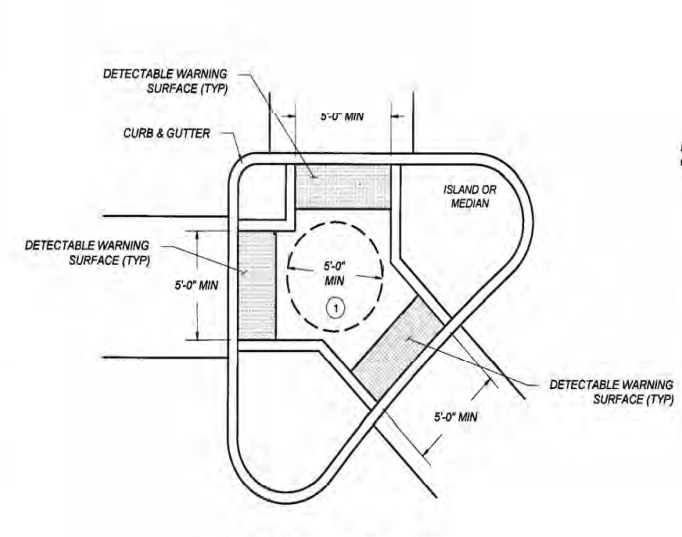
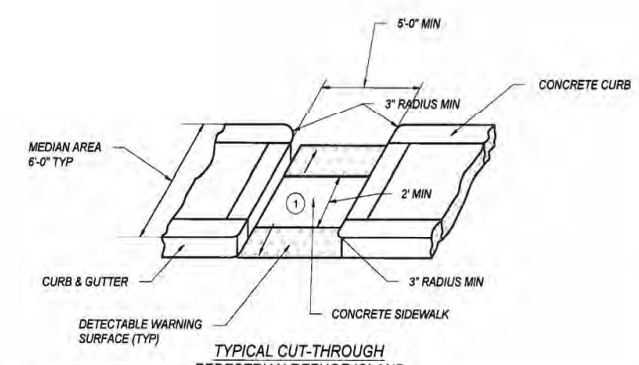


PEDESTRIAN REFUGE ISLAND
CURB RAMP
SCALE: NONE



TYPICAL CUT-THROUGH
PEDESTRIAN REFUGE ISLAND
OPENING WITH CURB SIDES
SCALE: NONE

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MICHAEL J. SMELKER NEW MEXICO 15350 LICENSED PROFESSIONAL ENGINEER 1-13-15

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NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

PEDESTRIAN REFUGE ISLAND

APPROVED [signature] DESIGN ENGINEER DATE 1-13-15

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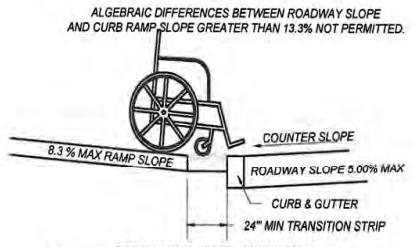
SUMMARY
FILENAME



ALGEBRAIC DIFFERENCES BETWEEN ROADWAY SLOPE AND CURB RAMP SLOPE GREATER THAN 13.3% NOT PERMITTED.



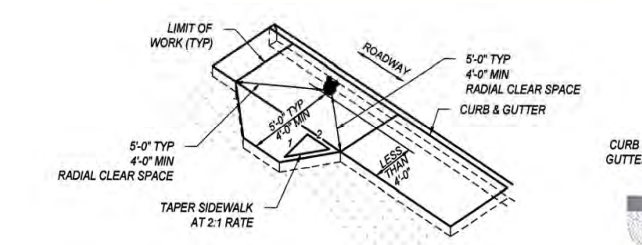
PROVIDE A 24" MIN TRANSITION STRIP IF ALGEBRAIC DIFFERENCES BETWEEN ROADWAY SLOPE AND CURB RAMP SLOPE ARE GREATER THAN 13.33% TRANSITION STRIP SLOPE NOT TO EXCEED 5.00%

CHANGE OF GRADE
LIMITATIONS
SCALE: NONE

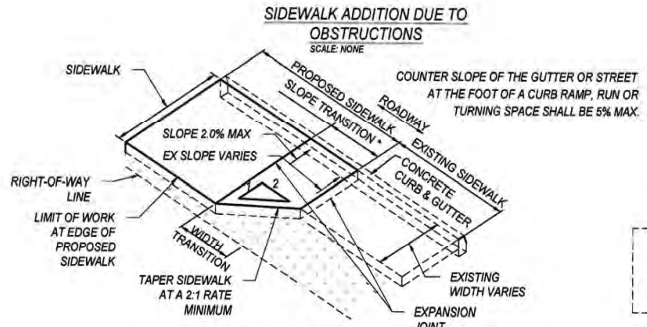


RAMP CROSS SLOPE TRANSITION
TO MATCH ROADWAY PROFILE SLOPE
* SLOPES SHOWN ARE FOR ILLUSTRATION ONLY.

NOTE:
1) CROSS SLOPE OF CURB RAMP AT PEDESTRIAN STREET CROSSING WITHOUT YIELD ON STOP CONTROL, AND AT MID BLOCK PEDESTRIAN STREET CROSSING, THE CROSS SLOPE ARE PERMITTED TO EQUAL THE STREET OR HIGHWAY GRADE.
2) CROSS SLOPE IF CURB RAMP IS AT YIELD OR STOP CONTROL REQUIRES 2% MAX CROSS SLOPE AT CURB LINE



SIDEWALK ADDITION DUE TO
OBSTRUCTIONS
SCALE: NONE



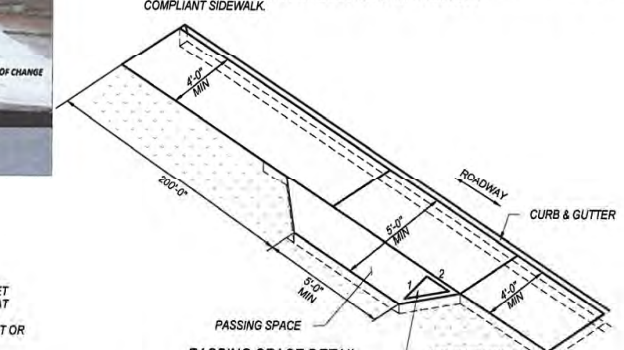
TRANSITION TO EXISTING
SIDEWALK DETAIL
SCALE: NONE

MINIMUM SLOPE TRANSITION LENGTH BASED ON THE DIFFERENCE OF PROPOSED SIDEWALK CROSS SLOPE AND EXISTING SIDEWALK CROSS SLOPE AT THE LOCATION OF TIE IN. THIS MINIMUM LENGTH TO BE DETERMINED BY THE FOLLOWING FORMULA: DELTA % SLOPE X 0.5' OR MIN WIDTH OF 1 FT.

THE MINIMUM WIDTH TRANSITION SHALL BE CALCULATED USING THE FOLLOWING FORMULA:CHANGE IN WIDTH X 2.

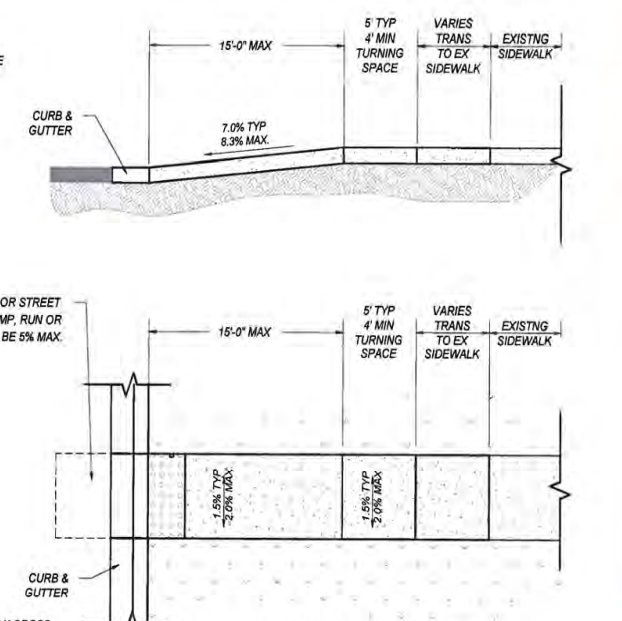
DEPENDING ON WHICH IS LONGEST, EITHER THE SLOPE TRANSITION OR WIDTH TRANSITION WILL CONTROL THE LENGTH OF SIDEWALK TRANSITION.

TRANSITION AREAS SERVE AS TEMPORARY CONNECTIONS OF THE PEDESTRIAN ACCESS ROUTE. FUTURE IMPROVEMENTS TO THE REMAINING PORTION OF EXISTING SIDEWALK SHALL INCLUDE REMOVING THE TRANSITION AREA AND CONSTRUCTING A FULLY COMPLIANT SIDEWALK.



PASSING SPACE DETAIL
SCALE: NONE

1. WHERE THE CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES IS GREATER THAN 4ft AND LESS THAN 5ft, PASSING SPACES SHALL BE PROVIDED AT INTERVALS 200ft MAXIMUM.
2. PASSING SPACES ARE PERMITTED TO OVERLAP PEDESTRIAN ACCESS ROUTES.



CURB RAMP TRANSITION
TO EXISTING SIDEWALK
DETAIL

MICHAEL J. SMELKER NEW MEXICO 15350 LICENSED PROFESSIONAL ENGINEER 1-13-15

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NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

CURB RAMP AND SIDEWALK TRANSITION DETAILS

APPROVED [signature] DESIGN ENGINEER DATE 1-13-15

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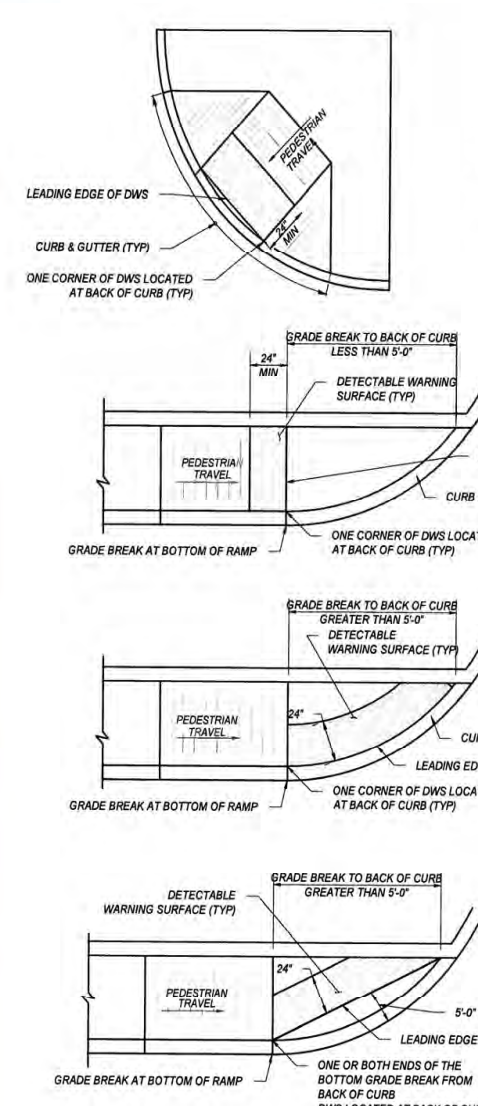
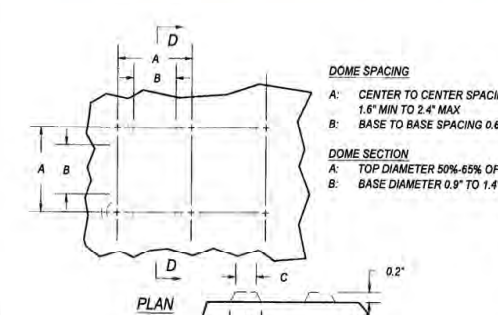
SUMMARY
FILENAME



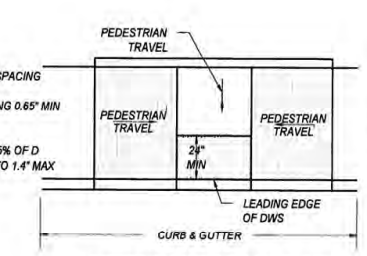
DETECTABLE WARNING SURFACE
(DWS)ON CURVED SURFACES
SCALE: NONE



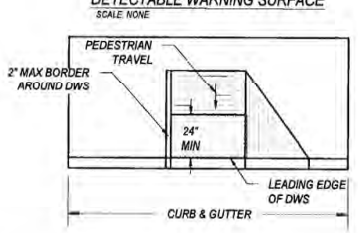
DOME SPACING
A: CENTER TO CENTER SPACING 1.6" MIN TO 2.4" MAX
B: BASE TO BASE SPACING 0.65" MIN

DOME SECTION
A: TOP DIAMETER 50%-65% OF D
B: BASE DIAMETER 0.9" TO 1.4" MAX

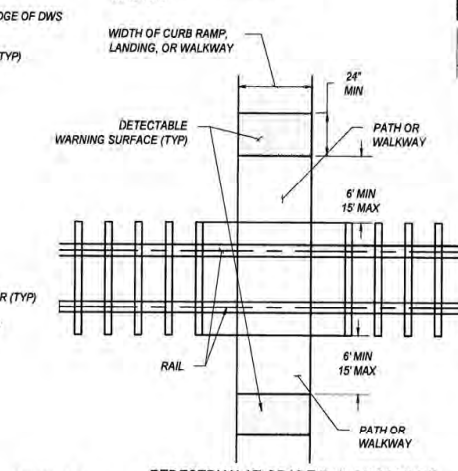
DETECTABLE WARNING SURFACE (DWS)
TRUNCATED DOME DETAILS
SCALE: NONE



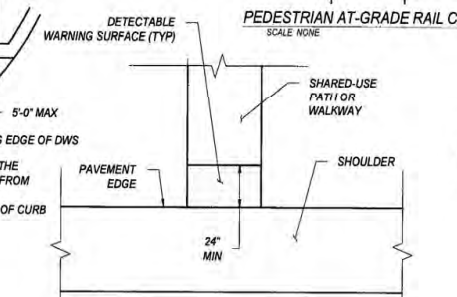
DETECTABLE WARNING SURFACE
SCALE: NONE



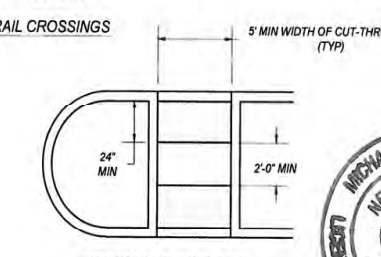
DETECTABLE WARNING SURFACE
SCALE: NONE



PEDESTRIAN AT-GRADE RAIL CROSSINGS
SCALE: NONE



SHARED-USE PATH CONNECTION
SCALE: NONE



MEDIAN CUT-THROUGH
SCALE: NONE

EXCEPTION: IF THE LENGTH BETWEEN TWO DWS SURFACE IS LESS THAN 2' THEN DETECTABLE WARNING SURFACE WILL NOT BE INSTALLED

DETECTABLE WARING SURFACE (DWS):

A STANDARDIZED TRUNCATED DOME GRID SURFACE BUILT IN OR APPLIED TO THE PEDESTRIAN ACCESS ROUTE TO WARN VISUALLY IMPAIRED PEOPLE OF HAZARDS. THE SURFACE IS PLACED WHERE DETECTABLE WARNING SURFACE (DWS): A STANDARDIZED TRUNCATED DOME GRID SURFACE BUILT IN OR APPLIED TO THE PEDESTRIAN ACCESS ROUTE TO WARN VISUALLY IMPAIRED PEOPLE OF HAZARDS. THE SURFACE IS PLACED WHERE PEDESTRIANS WILL ENCOUNTER THE PRESENCE OF HAZARDS IN THE LINE OF TRAVEL, SUCH AS THE EDGE OF ROADWAY AND AT-GRADE RAIL CROSSINGS, INDICATING THEY SHOULD STOP AND DETERMINE THE NATURE OF THE HAZARD BEFORE PROCEEDING.

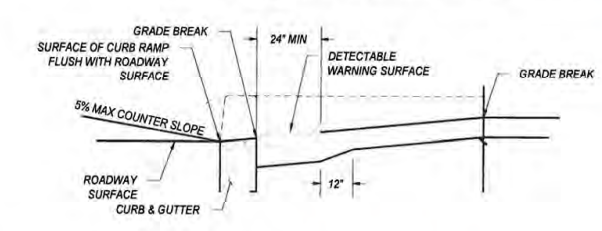
LOCATION:

1. THE DETECTABLE WARNING SURFACE (DWS) SHALL BE 2.0 FT MINIMUM WIDTH AND EXTENDED THE FULL WIDTH OF THE CURB RAMP RUN, TURNING SPACE, BLENDED TRANSITION, AN EXCLUDING ANY THE FLARED SIDES
2. THE ROWS OF TRUNCATED DOMES SHALL BE ALIGNED TO BE PERPENDICULAR TO THE GRADE BREAK AT THE BACK OF THE CURB.
3. THE ROWS OF TRUNCATED DOMES SHALL BE ALIGNED TO BE PARALLEL TO THE DIRECTION OF TRAVEL.
4. IF CURB AND GUTTER ARE NOT PRESENT, SUCH AS A SHARED-USE PATH CONNECTION, THE DETECTABLE WARNING SURFACE SHALL BE PLACED AT THE PAVEMENT EDGE.
5. PEDESTRIAN REFUGE ISLANDS SHALL HAVE DETECTABLE WARNINGS. DETECTABLE WARNINGS AT CUT THROUGH ISLANDS SHALL BE SEPARATED BY A 24 INCH MINIMUM LENGTH OF THE WALKWAY WITHOUT MARKINGS.

   EXCEPTION: DETECTABLE WARNINGS SHALL NOT BE REQUIRED ON CUT THROUGH ISLANDS WHERE THE CROSSING IS LESS THAN 6 FT IN THE DIRECTION OF PEDESTRIAN TRAVEL.

NOTES:

1. DETAILS SPECIFIED ON THIS PLAN APPLY TO ALL CONSTRUCTION OR RECONSTRUCTION OF STREETS, CURBS, OR SIDEWALKS BY ALL PUBLIC AGENCIES AND BY ALL PRIVATE ORGANIZATIONS CONSTRUCTING FACILITIES FOR PUBLIC USE.
2. DETECTABLE WARNING SURFACE SHALL CONTRAST VISUALLY WITH ADJACENT GUTTER, WALKWAY SURFACES, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT FOR THE FULL WIDTH OF RAMP.
3. ALL PRODUCTS USED FOR DETECTABLE WARNING SURFACES SHALL BE ON THE DEPARTMENT'S APPROVED PRODUCT LIST.



DETECTABLE WARNING SURFACE
SCALE: NONE

MICHAEL J. SMELKER NEW MEXICO 15350 LICENSED PROFESSIONAL ENGINEER 1-13-15

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NEW MEXICO DEPARTMENT OF TRANSPORTATION STANDARD DRAWING

DETECTABLE WARNING SURFACE

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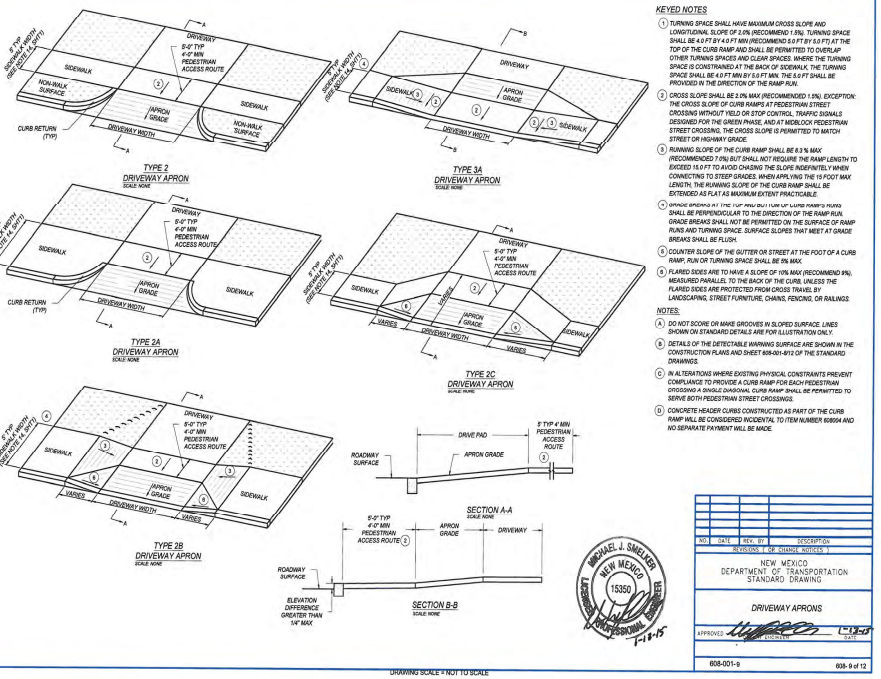

KEYED NOTES

1. TURNING SPACE SHALL HAVE MAXIMUM CROSS SLOPE AND LONGITUDINAL SLOPE OF 2.0% (RECOMMEND 1.5%). TURNING SPACE SHALL BE 4.0 FT BY 4.0 FT MIN (RECOMMEND 5.0 FT BY 5.0 FT) AT THE TOP OF THE CURB RAMP AND SHALL BE PERMITTED TO OVERLAP OTHER TURNING SPACES AND CLEAR SPACES. WHERE THE TURNING SPACE IS CONSTRAINED AT THE BACK OF SIDEWALK, THE TURNING SPACE SHALL BE 4.0 FT MIN BY 5.0 FT MIN. THE 5.0 FT SHALL BE PROVIDED IN THE DIRECTION OF THE RAMP RUN.
2. CROSS SLOPE SHALL BE 2.0% MAX (RECOMMENDED 1.5%). EXCEPTION: THE CROSS SLOPE OF CURB RAMPS AT PEDESTRIAN STREET CROSSING WITHOUT YIELD OR STOP CONTROL, TRAFFIC SIGNALS DESIGNED FOR THE GREEN PHASE, AND AT MIDBLOCK PEDESTRIAN STREET CROSSING, THE CROSS SLOPE IS PERMITTED TO MATCH STREET OR HIGHWAY GRADE.
3. RUNNING SLOPE OF THE CURB RAMP SHALL BE 8.3 % MAX (RECOMMENDED 7.0%) BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FT TO AVOID CHASING THE SLOPE INDEFINITELY WHEN CONNECTING TO STEEP GRADES. WHEN APPLYING THE 15 FOOT MAX LENGTH, THE RUNNING SLOPE OF THE CURB RAMP SHALL BE EXTENDED AS FLAT AS MAXIMUM EXTENT PRACTICABLE.
4. GRADE BREAKS AT THE TOP AND BOTTOM OF CURB RAMPS RUNS SHALL BE PERPENDICULAR TO THE DIRECTION OF THE RAMP RUN. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF RAMP RUNS AND TURNING SPACE. SURFACE SLOPES THAT MEET AT GRADE BREAKS SHALL BE FLUSH.
5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, RUN OR TURNING SPACE SHALL BE 5% MAX.
6. FLARED SIDES ARE TO HAVE A SLOPE OF 10% MAX (RECOMMEND 8%), MEASURED PARALLEL TO THE BACK OF THE CURB, UNLESS THE FLARED SIDES ARE PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, CHAINS, FENCING, OR RAILINGS.

NOTES:

A. DO NOT SCORE OR MAKE GROOVES IN SLOPED SURFACE. LINES SHOWN ON STANDARD DETAILS ARE FOR ILLUSTRATION ONLY.
B. DETAILS OF THE DETECTABLE WARNING SURFACE ARE SHOWN IN THE CONSTRUCTION PLANS AND SHEET 608-001-9/12 OF THE STANDARD DRAWINGS.
C. IN ALTERATIONS WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT COMPLIANCE TO PROVIDE A CURB RAMP FOR EACH PEDESTRIAN CROSSING A SINGLE DIAGONAL CURB RAMP SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS.
D. CONCRETE HEADER CURBS CONSTRUCTED AS PART OF THE CURB RAMP WILL BE CONSIDERED INCIDENTAL TO ITEM NUMBER 608004 AND NO SEPARATE PAYMENT WILL BE MADE.

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NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

DRIVEWAY APRONS

APPROVED: STATE ENGINEER | DATE: 1-13-15

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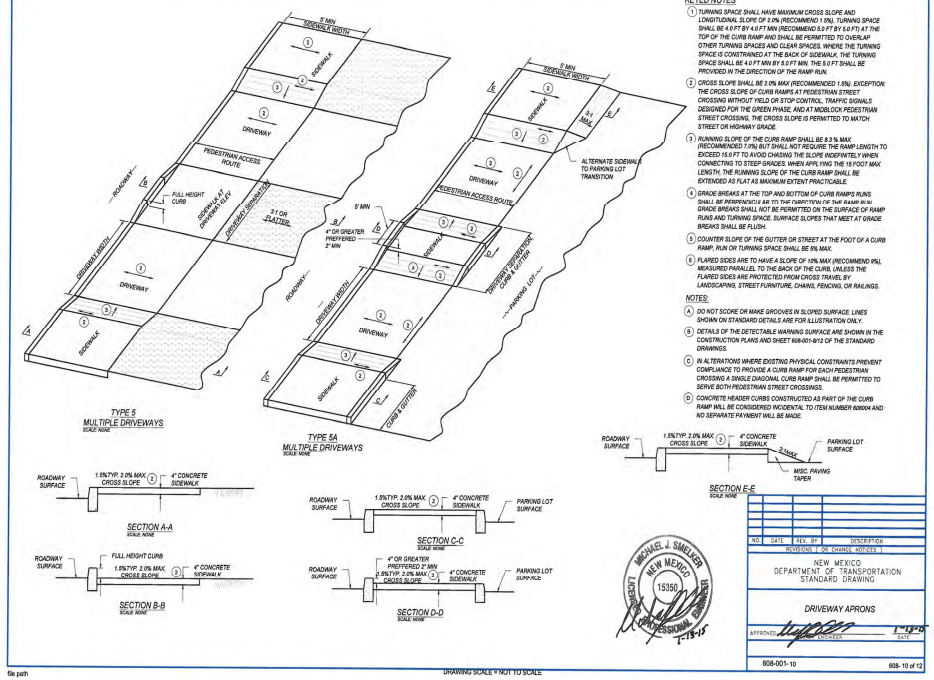

KEYED NOTES

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2. CROSS SLOPE SHALL BE 2.0% MAX (RECOMMENDED 1.5%). EXCEPTION: THE CROSS SLOPE OF CURB RAMPS AT PEDESTRIAN STREET CROSSING WITHOUT YIELD OR STOP CONTROL, TRAFFIC SIGNALS DESIGNED FOR THE GREEN PHASE, AND AT MIDBLOCK PEDESTRIAN STREET CROSSING, THE CROSS SLOPE IS PERMITTED TO MATCH STREET OR HIGHWAY GRADE.
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5. COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, RUN OR TURNING SPACE SHALL BE 5% MAX.
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NOTES:

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C. IN ALTERATIONS WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT COMPLIANCE TO PROVIDE A CURB RAMP FOR EACH PEDESTRIAN CROSSING A SINGLE DIAGONAL CURB RAMP SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS.
D. CONCRETE HEADER CURBS CONSTRUCTED AS PART OF THE CURB RAMP WILL BE CONSIDERED INCIDENTAL TO ITEM NUMBER 608004 AND NO SEPARATE PAYMENT WILL BE MADE.

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NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

DRIVEWAY APRONS

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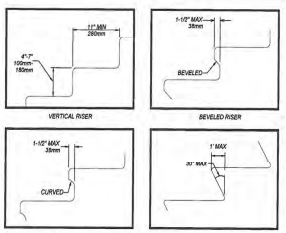
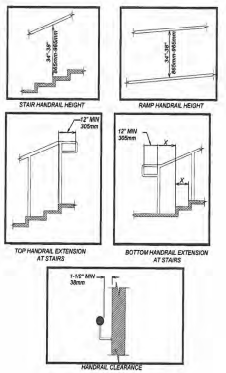
STAIRWAY REQUIREMENTS

1. STAIRWAYS SHALL BE 4 FT WIDE MINIMUM BETWEEN HANDRAILS.
2. ALL STEPS ON A FLIGHT OF STAIRS SHALL HAVE UNIFORM RISER HEIGHTS AND UNIFORM TREAD DEPTH. RISERS SHALL BE 4 INCHES (100mm) HIGH MINIMUM AND 7 INCHES (180mm) MAXIMUM. TREADS SHALL BE 11 INCHES (280mm) DEEP MINIMUM MEASURED FROM RISER TO RISER.
3. OPEN RISERS SHALL NOT BE PERMITTED.
4. STAIR TREADS SHALL BE STABLE, FIRM, AND SLIP-RESISTANT.
5. THE RADIUS OF CURVATURE AT THE LENDING EDGE OF THE TREAD SHALL BE ½ INCH (13mm) MAXIMUM. NOSINGS THAT PROJECT BEYOND THE RISER SHALL HAVE THE UNDERSIDE OF THE LANDING EDGE CURVED OR BEVELED. RISER SHALL BE PERPENDICULAR TO SLOPE UNDER THE TREAD AT AN ANGLE OF 30 DEGREES MINIMUM FROM THE VERTICAL. THE PERMITTED PROJECTION OF THE NOSING SHALL BE 1 INCHES (38mm) MAXIMUM BEYOND THE TREAD BELOW.
6. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS.
7. OUTDOOR STAIRS AND OUTDOOR APPROACHES TO STAIRS SHALL BE DESIGNED SO THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.



HANDRAIL REQUIREMENTS

1. HANDRAILS SHALL BE PROVIDED ON BOTH SIDES OF STAIRS AND RAMPS.
2. HANDRAILS SHALL BE CONTINUOUS WITHIN THE FULL LENGTH OF EACH STAIR FLIGHT OR RAMP RUN. INSIDE HANDRAILS ON SWITCH BACK OR DOGLEG STAIRS OR RAMPS SHALL BE CONTINUOUS BETWEEN FLIGHTS OR RUNS.
3. TOP GRIPPING SURFACES OF HANDRAILS SHALL BE 34 INCHES (865mm) MINIMUM AND 38 INCHES (965mm) MAXIMUM VERTICALLY ABOVE STAIR NOSINGS AND RAMP SURFACES. HANDRAILS SHALL BE AT A CONSISTENT HEIGHT ABOVE STAIR NOSINGS AND RAMP SURFACES.
4. CLEAR SPACE BETWEEN HANDRAIL AND WALL SHALL BE 1 INCH (38mm) MINIMUM.
5. GRIPPING SURFACES SHALL BE CONTINUOUS WITHOUT INTERRUPTION BY NEW POSTS, OTHER CONSTRUCTION ELEMENTS, OR OBSTRUCTIONS.
   EXCEPTIONS:
   A. BRACKETS OR BALUSTERS ATTACHED TO THE BOTTOM SURFACE OF THE HANDRAIL SHALL NOT BE CONSIDERED OBSTRUCTIONS PROVIDED THEY COMPLY WITH THE FOLLOWING CRITERIA:
   A. NOT MORE THAN 20 PERCENT OF THE HANDRAIL LENGTH IS OBSTRUCTED.
   B. HORIZONTAL PROJECTIONS BEYOND THE SIDES OF THE HANDRAIL OCCUR 2 INCHES (64mm) MINIMUM BELOW THE BOTTOM OF THE HANDRAIL.
   C. EDGES HAVE 11 INCH (33MM) MINIMUM RADIUS.
6. HANDRAILS SHALL HAVE A CIRCULAR CROSS SECTION WITH AN OUTSIDE DIAMETER OD 1-1/4" or 1.25" INCH (32mm) MINIMUM AND 2 INCH (51mm) MAXIMUM OR SHALL PROVIDE EQUIVALENT GRASPABILITY. EXCEPTION: HANDRAILS WITH OTHER SHAPES SHALL BE PERMITTED PROVIDED THEY HAVE A PERIMETER DIMENSION OF 4 INCH (100mm) MINIMUM AND 6 5/8 INCH (165mm) MAXIMUM AND PROVIDED THEIR LARGEST CROSS SECTION DIMENSION IS 2.25 INCH (57mm) MAXIMUM.
7. HANDRAILS AND ANY WALL OR OTHER SURFACES ADJACENT TO IT/ON SHALL BE FREE OF ANY SHARP OR ABRASIVE ELEMENTS. EDGES SHALL HAVE 1 INCH (02mm) MINIMUM RADIUS.
8. HANDRAILS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
9. HANDRAILS FOR STAIRS AND RAMPS SHALL HAVE EXTENSIONS.
   EXCEPTIONS:
   A. EXTENSIONS ARE NOT REQUIRED FOR CONTINUOUS HANDRAILS AT THE INSIDE TURN OF STAIRS AND RAMPS.
   B. IN ALTERATIONS, EXTENSIONS OF HANDRAILS SHALL NOT BE REQUIRED WHERE SUCH EXTENSIONS WOULD BE HAZARDOUS OR IMPOSSIBLE DUE TO PLAN CONFIGURATION.
10. RAMP HANDRAILS SHALL EXTEND HORIZONTALLY 12 INCHES (305mm) MINIMUM BEYOND OF RAMP RUNS SUCH EXTENSION SHALL RETURN TO WALL GUARD OR THE WALKING SURFACE OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT RAMP RUN.
11. AT THE TOP OF A STAIR FLIGHT HANDRAILS SHALL EXTEND HORIZONTALLY ABOVE THE LANDING FOR 12 INCHES (305mm) MINIMUM BEGINNING DIRECTLY ABOVE THE FIRST RISER NOSING. SUCH EXTENSIONS SHALL RETURN TO A WALL, OR THE WALKING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.
12. AT THE BOTTOM OF THE STAIR FLIGHT HANDRAILS SHALL EXTEND AT THE SLOPE OF THE STAIR FLIGHT FOR A HORIZONTAL DISTANCE AT LEAST EQUAL TO ONE TREAD DEPTH BEYOND THE LAST RISER NOSING. EXTENSION SHALL RETURN TO A WALL, GUARD, OR THE LANDING SURFACE, OR SHALL BE CONTINUOUS TO THE HANDRAIL OF AN ADJACENT STAIR FLIGHT.



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NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

PEDESTRIAN ACCESS DETAILS
STAIRWAY AND HANDRAILS

APPROVED: STATE ENGINEER | DATE: 1-13-15

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ACCESSIBLE ROUTES:

ACCESSIBLE EXTERIOR ROUTES SHALL BE PROVIDED FROM TRANSPORTATION STOPS. ACCESSIBLE PARKING AND ACCESSIBLE PASSENGER LOADING ZONES AND PUBLIC SIDEWALKS TO THE ACCESSIBLE BUILDING ENTRANCE THEY SERVE. ACCESSIBLE PARKING SPACES SHALL BE LOCATED ON THE SHORTEST ACCESSIBLE ROUTE OF TRAVEL FROM ADJACENT PARKING TO AN ACCESSIBLE BUILDING ENTRANCE OR FACILITY

ACCESSIBLE PARKING REQUIREMENTS:

1. EACH FACILITY SHALL PROVIDE ACCESSIBLE PARKING SPACES IN COMPLIANCE WITH THE FOLLOWING TABLE:

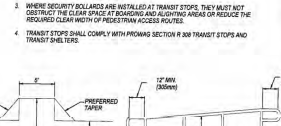
NUMBER OF ACCESSIBLE PARKING SPACES

TOTAL PARKING SPACES	TOTAL REQUIRED ACCESSIBLE PARKING SPACES	NUMBER REQUIRED TO BE VAN ACCESSIBLE
1-25	1	1
26-50	2	1
51-75	3	1
76-100	4	1
101-300	8	2
301-500	12	2
501-800	16	3
801-1000	20	4
OVER 1,000	20 SPACES PLUS 1 SPACE FOR EVERY 100 SPACES, OR FRACTION THEREOF, OVER 1,000	1 OF EVERY 8 ACCESSIBLE PARKING SPACES, OR FRACTION THEREOF

2. CAR SPACES SHALL BE 96 INCHES (2440 mm) WIDE MINIMUM AND VAN PARKING SPACES SHALL BE 132 INCHES AND SHALL HAVE AN ADJACENT ACCESS AISLE.
3. ACCESS AISLES SERVING PARKING SPACES SHALL CONNECT TO THE BUILDING OR FACILITY ENTRANCE BY AN ACCESSIBLE SIDEWALK. TWO PARKING SPACES SHALL BE PERMITTED TO SHARE A COMMON ACCESS AISLE. THE VAN ACCESS AISLE IS PREFERRED TO BE AT THE RIGHT SIDE (PASSENGER SIDE) OF THE PARKING SPACE. AN ACCESSIBLE SIDEWALK IS 59 INCHES (1520mm) MINIMUM CLEAR WIDTH, 60:1 MAXIMUM CROSS SLOPE WITH A RUNNING SLOPE OF 20:1 MAXIMUM OR THE RUNNING SLOPE MAY FOLLOW THE ADJACENT ROAD PROFILE GRADE (PARKED VEHICLE OVERHANGS SHALL NOT REDUCE THE MINIMUM 48 INCH CLEAR WIDTH OF AN ACCESSIBLE ROUTE.
4. ACCESS AISLES SERVING CAR PARKING SPACES SHALL BE 60 INCHES (1520mm) WIDE MINIMUM. ACCESS AISLES SERVING VAN PARKING SPACES SHALL BE 96 INCHES (2440mm) WIDE MINIMUM.
5. ACCESS AISLES SHALL EXTEND THE FULL LENGTH OF THE PARKING SPACES THEY SERVE.
6. PARKING SPACES AND ACCESS AISLES SHALL HAVE SURFACE SLOPES NOT STEEPER THAN 50:1. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE PARKING SPACES THEY SERVE.
7. PARKING SPACES FOR VANS SHALL HAVE A VERTICAL CLEARANCE OF 98 INCHES (2490mm) MINIMUM AT THE SPACE AND ALONG THE VEHICULAR ROUTE THERETO.
8. EACH ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN ON A POST. SIGNS SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY. THE CLEARANCE TO THE BOTTOM OF THE SIGN (AT 8.0 SHALL BE AT LEAST 7 FEET (2100mm). LOCATED AT THE HEAD OF THE PARKING SPACE. VAN ACCESSIBLE PARKING SPACES SHALL HAVE AN ADDITIONAL SIGN (R7-8A) MOUNTED BELOW THE INTERNATIONAL SYMBOL OF ACCESS IDENTIFYING THE SPACE AS "VAN ACCESSIBLE." SIGNS MUST INCLUDE THE LANGUAGE "VIOLATORS ARE SUBJECT TO FINE AND/OR TOWING."
9. PARKING SPACE AND ACCESS AISLES SHALL HAVE OSHA SAFETY BLUE STRIPING. STRIPING SHALL BE 4 INCHES (100mm) WIDE. ACCESS AISLES STRIPING SHALL BE 30 INCHES (760mm) ON CENTER ACCESS AISLE SHALL HAVE THE WORDS "NO PARKING" IN CAPITAL LETTER OF WHICH SHALL BE AT LEAST ONE FOOT HIGH AND AT LEAST TWO INCHES WIDE PLACED AT THE REAR OF THE PARKING SPACE SO AS TO BE CLOSE TO WHERE AN ADJACENT VEHICLES REAR TIRES WOULD BE PLACED.
10. EACH ACCESSIBLE PARKING SPACE SHALL INCLUDE, CENTERED AT THE FOOT, A PAVEMENT MARKING OF THE INTERNATIONAL SYMBOL OF ACCESSIBILITY, TO BE CLEARLY VISIBLE WHEN THE SPACE IS OCCUPIED.

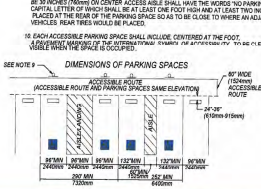
ACCESSIBLE PASSENGER LOADING ZONE REQUIREMENTS:

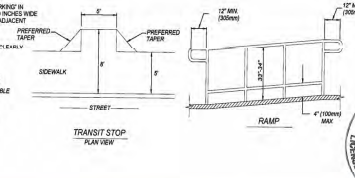
1. PASSENGER LOADING ZONES SHALL PROVIDE A 60 INCH (1520mm) WIDE ACCESS AISLE ADJACENT AND PARALLEL TO A VEHICLE PULL-UP SPACE. ACCESS AISLES SHALL BE 20 FEET (6100mm) LONG MINIMUM.
2. ACCESS AISLES SHALL BE PART OF THE ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE, AND MARKED TO DISCOURAGE PARKING.
3. VEHICLE PULL-UP SPACES IN PASSENGER LOADING ZONES AND ACCESS AISLES SHALL HAVE SURFACE SLOPES NOT STEEPER THAN 50:1. ACCESS AISLES SHALL BE AT THE SAME LEVEL AS THE VEHICLE PULL-UP SPACE THEY SERVE.
4. VERTICAL CLEARANCE OF 114 INCHES (2895mm) MINIMUM SHALL BE PROVIDED AT PASSENGER LOADING ZONES AND ALONG VEHICLE ACCESS ROUTES TO SUCH AREAS FROM SITE ENTRANCES
5. EACH ACCESSIBLE PASSENGER LOADING ZONE SHALL BE IDENTIFIED BY A SIGN ON A POST. SIGNS SHALL INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY.



TRANSIT STOP REQUIREMENTS

1. TRANSIT STOPS SHOULD BE LOCATED SO THAT THERE IS A LEVEL AND STABLE SURFACE FOR BOARDING VEHICLES.
2. LOCATING TRANSIT STOPS AT SIGNALIZED INTERSECTIONS INCREASE THE USABILITY FOR PEDESTRIANS WITH DISABILITIES.
3. WHERE SECURITY BOLLARDS ARE INSTALLED AT TRANSIT STOPS, THEY MUST NOT OBSTRUCT THE CLEAR SPACE AT BOARDING AND ALIGHTING AREAS OR REDUCE THE REQUIRED CLEAR WIDTH OF PEDESTRIAN ACCESS ROUTES.
4. TRANSIT STOPS SHALL COMPLY WITH PROWAG SECTION R 308 TRANSIT STOPS AND TRANSIT SHELTERS.





RAMP REQUIREMENTS:

1. RAMP RUNS SHALL HAVE A RUNNING SLOPE GREATER THAN 1:20 AND NOT STEEPER THAN 1:12. THE EXCEPTION SHALL REMAIN AS SHOWN, INCLUDING THE TABLE FOR EXISTING BUILDINGS AND FACILITIES.
2. RAMP RUNS SHALL HAVE A RUNNING SLOPE NOT STEEPER THAN 12:1. EXCEPTION: RAMPS IN OR ON EXISTING BUILDINGS OR FACILITIES SHALL BE PERMITTED TO HAVE SLOPES STEEPER THAN 12:1 AND SHALL COMPLY WITH THE FOLLOWING TABLE WHERE SUCH SLOPES STEEPER THAN 8:1 SHALL NOT BE PERMITTED

TABLE FOR EXISTING SITES, BUILDINGS AND FACILITIES

SLOPE	MAXIMUM RISE
STEEPER THAN 10:1 BUT NOT STEEPER THAN 8:1	3 INCHES (76mm)
STEEPER THAN 12:1 BUT NOT STEEPER THAN 10:1	6 INCHES (150mm)

3. CROSS SLOPE OF RAMP RUNS SHALL NOT BE STEEPER THAN 50:1.
4. FLOOR OR GROUND SURFACES OF RAMP RUN SHALL BE STABLE, FIRM, AND SLIP RESISTANT.
5. THE CLEAR WIDTH OF A RAMP RUN SHALL BE 48 INCHES (915mm) MINIMUM MEASURED BETWEEN HANDRAILS.
6. THE RISE FOR ANY RAMP RUN SHALL BE 30 INCHES (760mm) MAXIMUM.
7. RAMPS SHALL HAVE LANDINGS AT THE BOTTOM AND TOP OF EACH RUN. LANDINGS SHALL COMPLY WITH THE FOLLOWING:
   A. LANDINGS SHALL HAVE A SLOPE NOT STEEPER THAN 50:1.
   B. CLEAR WIDTH OF LANDINGS SHALL BE AT LEAST AS WIDE AS THE WIDEST RAMP RUN LEADING TO THE LANDING.
   C. LANDING LENGTH SHALL BE 60 INCHES (1520mm) MINIMUM CLEAR.
   D. CHANGES IN LEVEL ARE NOT PERMITTED AT LANDINGS SHALL HAVE A 60 INCH BY INCH (1520mm BY 1520mm) MINIMUM DIMENSION.
   E. WHERE DOORWAYS ARE ADJACENT TO A RAMP LANDING, MANEUVERING CLEARANCES SHALL COMPLY WITH 2010 AMERICANS WITH DISABILITIES ACT STANDARDS FOR ACCESSIBLE DESIGN (2010 ADA) SECTION 404.
8. RAMPS WITH A RISE GREATER THAN 6 INCHES (150mm) SHALL HAVE HANDRAILS. HANDRAILS SHALL NOT REDUCE THE REQUIRED CLEARANCES OF A RAMP RUN OR LANDINGS.
9. EDGE PROTECTION SHALL BE PROVIDED ON EACH SIDE OF RAMP RUNS AND AT EACH SIDE OF RAMP LANDINGS.

   EXCEPTIONS:
   A. RAMPS NOT REQUIRED TO HAVE HANDRAILS WHERE SIDE FLARES ARE PROVIDED.
   B. SIDES OF RAMP LANDINGS SERVING AN ADJOINING RAMP RUN OR STAIRWAY.
   C. SIDES OF RAMP RUNS HAVING A VERTICAL DROP-OFF OF 12 INCH (13mm) MAXIMUM WITHIN 10 INCHES (255mm) HORIZONTALLY OF THE MINIMUM LANDING AREA.
10. EDGE PROTECTION MAY BE PROVIDED BY EXTENDING A FLOOR OR GROUND SURFACE, OF THE RAMP RUN OR LANDING, 12 INCHES (305mm) MINIMUM BEYOND THE INSIDE FACE OF A HANDRAIL OR AN EDGE PROTECTION CURB OR BARRIER SHALL BE PROVIDED THAT PREVENTS THE PASSAGE OF A 4-INCH (102mm) DIAMETER SPHERE BELOW A HEIGHT OF 4 INCHES (100mm).
11. OUTDOOR RAMPS AND APPROACHES TO RAMPS SHALL BE DESIGNED SO THAT WATER WILL NOT ACCUMULATE ON WALKING SURFACES.

NO. | DATE | REV. BY | DESCRIPTION
REVISIONS / OR CHANGE NOTICES)

NEW MEXICO
DEPARTMENT OF TRANSPORTATION
STANDARD DRAWING

PEDESTRIAN ACCESS DETAILS PARKING AND PASSENGER LOADING ZONES

APPROVED: STATE ENGINEER | DATE: 1-13-15

608-001-12 | 608- 12 of 12

MICHAEL J. SMELKER — NEW MEXICO — 15350 — REGISTERED PROFESSIONAL ENGINEER — 1-13-15

file path

DRAWING SCALE = NOT TO SCALE