City of Santa Fe

AGENDA

REGULAR MEETING OF THE GOVERNING BODY
JANUARY 12, 2022
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/88021746973?pwd=ckF1M0xHOUFRcWFGSFFqVlhnaE1Odz09. **Passcode: 780007**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.

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JANUARY 12, 2022
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: 880 2174 6973 - Passcode: 780007**
Phone attendees should press *9 to use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
AFTERNOON SESSION - 5:00 P.M.

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

Councilwoman Villarreal

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

Councilor Michael Garcia

4. **INVOCATION**

Councilor Rivera

5. **ROLL CALL**
6. **APPROVAL OF AGENDA**
7. **APPROVAL OF CONSENT CALENDAR**
8. **APPROVAL OF MINUTES**
    a. Regular Governing Body Meeting – December 8, 2021
    b. Special Governing Body Meeting – December 28, 2021
9. **PRESENTATIONS**
10. **CONSENT CALENDAR**

a. Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. Via the Cooperative Education Services in the Total Amount of $879,068. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov; 505-955-2241)

1. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $131,790 from Fund 510 Cash Balance for the Purchase of Two Residential Collection Vehicles.

Committee Review:
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2022

b. Request for Approval of Contract Amendment #1 to Extend the Term of the Service Agreement with Pluma LLC in the Total Amount of $334,873 for Roof, HVAC, and Employee Parking Security Measures. (Caryn Grosse, Project Administrator, clgrosse@santafenm.gov, 505-955-5938)

Committee Review:
Public Works and Utilities Committee: 12/13/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2022

c. Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director: metucker@santafenm.gov; 505-955-6678)

1. Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee Review:
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

d. Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount Not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts

Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee Review:
Finance Committee: 01/03/2022
Public Works & Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

e. Request for Approval of an Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1. Request for Approval of Budget Amendment Resolution (BAR) to Allocate $500,000 from the Santa Fe County Match Funds Per MOU 19-0792 into Budget for this Project.

Committee Review
Finance Committee: 01/03/2022
Public Works: 01/10/2022
City Council: 01/12/2022

f. Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor 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. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee Review:
Introduced: 12/08/2021
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

g. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:
Introduced: 12/08/2021
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

h. **Request to Publish Notice of Public Hearing on February 9, 2022.**

CONSIDERATION OF BILL NO. 2022-__. 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. (Councilor Romero-Wirth and Councilor Cassutt) (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 505-955-6518)

Committee Review:
Introduced: 12/08/2021
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body (Request to Publish): 01/12/2022
Quality of Life Committee: 01/17/2022
Governing Body (Public Hearing): 02/09/2022

11. **DISCUSSION/ACTION ITEMS**

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)
A Resolution Temporarily Modifying the City's Personnel Rules Regarding Administrative Leave to Provide a Standard Framework for Issuing COVID-19 Administrative Leave. (Bernadette Salazar; Human Resources Director: bjsalazar@santafenm.gov, 955-6591)

Committee Review:
Governing Body: 12/08/2021 (Introduced)
Governing Body (Special Meeting): 01/03/2022
Governing Body: 01/12/2022

b. CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera and Councilwoman Villarreal)

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. (Anya Alarid, Project Administrator: aalarid@santafenm.gov, 955-4744)

Committee Review:
Introduced: 12/08/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2022

c. **Request to Publish Notice of Public Hearing on February 9, 2022.**

CONSIDERATION OF BILL NO. 2022-__. An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Councilor Rivera) (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:
Introduced: 12/08/2021
Public Works and Utilities Committee: 01/10/2022
Governing Body (Request to Publish): 01/12/2022
Finance Committee: 01/18/2022
Governing Body (Public Hearing): 02/09/2022

d. Consent to Mayor Alan Webber's Appointment of John Blair as City Manager. (Alan Webber, Mayor, and Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 505-955-6512)

Committee Review:
Governing Body: 01/12/2022

12. **MATTERS FROM THE CITY MANAGER**

13. **MATTERS FROM THE CITY ATTORNEY**

EXECUTIVE SESSION

In Accordance with the New Mexico Open Meetings Act, Specifically NMSA 1978, Section 10-15-1, Part (H)(2), Discussion of Limited Personnel Matters, in Particular, Mayor

Webber's Appointment of John Blair as City Manager. (Erin K. McSherry, City Attorney; ekmcsherry@santafenm.gov, 505-955-6512)

14. **MATTERS FROM THE CITY CLERK**

15. **COMMUNICATIONS FROM THE GOVERNING BODY**

a. Introduction of Legislation for January 12, 2022.

EVENING SESSION - 7:00 P.M.

16. **ROLL CALL**

17. **PETITIONS FROM THE FLOOR**

18. **APPOINTMENTS**

19. **PUBLIC HEARINGS**

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (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
Governing Body: 01/12/2022

b. **Case #2021-4244**. 2190 West Alameda Street Los Canales Rezoning. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, Requests Approval of a Rezoning from R-5 (Residential – Five Dwelling Units Per Acre) to R-7 (Residential – Seven Dwelling Units Per Acre) for a Property Located at 2190 West Alameda Street. The property is Located within the West Santa

Fe River Corridor Overlay District, and is Approximately 2.01 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 505-955-6136)

1. CONSIDERATION OF BILL NO. 2022-1. ADOPTION OF ORDINANCE 2022-____.An Ordinance Amending the Official Zoning Map of the City of Santa Fe and Changing the Classification from R-5 (Residential - Five Dwelling Units Per Acre) to R-7 (Residential - Seven Dwelling Unites Per Acre) with Respect to a Certain Parcel of Land Comprising Approximately 2.01 Acres Located at 2190 West Alameda Street (Case No. 2021-4244, 2190 West Alameda Street Los Canales Rezoning).
2. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4244 in the Matter of the Property Located at 2190 W. Alameda Street; Los Canales Rezoning.

c. **Case #2021-4245**. 2190 West Alameda Street Los Canales Final Development Plan. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, Requests Approval of a Final Development Plan for Fourteen Residential Units for a Property Located at 2190 West Alameda Street. The Property is Located within the West Santa Fe River Corridor Overlay District, and is Approximately 2.01 Acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 505-955-6136)

1. Request for Approval of Written Findings of Fact and Conclusions of Law Regarding Case #2021-4245 in the Matter of the Property Located at 2190 West Alameda Street Los Canales Final Development Plan.

20. **ADJOURN**

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

NOTE: New Mexico law requires the following administrative procedures be followed when conducting “quasi-judicial” hearings. In a “quasi-judicial” hearing all witnesses

must be sworn in, under oath, prior to testimony and will be subject to reasonable cross-examination. Witnesses have the right to have an attorney present at the hearing.

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

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AFTERNOON SESSION - 5:00 P.M.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilor 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.

Governing Body
SUMMARY INDEX
December 8, 2021

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3. Salute to the State Flag	Led by Councilor Villarreal	1
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5. Roll Call	Quorum Present	1
6. Approval of Agenda	Approved as presented	2-3
7. Approval of Consent Calendar	Approved as amended	3
8. Approval of Minutes		
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9. Presentations		
a) Public Safety Radio System	Informational	4-7
10. Consent Calendar	Listed	7-30
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k) Health/Safety Task Force term	Approved as amended	12-14
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ai) 2022 meeting schedule	Approved as corrected	29-30
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a) Inspectors' Salary Increases	Approved	31-33
b) DOT Grant: Agua Fria/S. Meadows	Approved	33-34
c) Banners on OSFT & Cathedral Pl.	Approved	34-35
d) Clay Building Funds to Railyard	Approved	35-36
e) Gov Body Procedural Rules	Approved	36-37
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20. Public Hearings		
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21. Adjournment	Adjourned at 11:04 p. m.	50-51

Minutes of the
Regular Meeting of the Governing Body
Wednesday, December 8, 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, December 8, 2021, at approximately 5:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Vigil Coppler.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Garcia. Quote from Pericles – What you leave behind is not what is engraved in stone but rolled into the hearts of others

Councilor Villarreal recognized the life of her great aunt, who had lived in Santa Fe and passed away in Albuquerque, and remembered how much she provided to her family

Mayor Webber noted the spike in COVID and those who are battling against COVID variants for everyone to recover and return to good health.

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

5. ROLL CALL

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

Members Present
Mayor Alan Webber
Councilor Roman “Tiger” Abeyta

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

Members Excused

Other Participants Attending Remotely
Jarel LaPan Hill, City Manager
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Regina Wheeler, Public Works Department Director
Rich Brown, Community & Economic Development Department Director
Patricia Feghali, Assistant City Attorney
Andrea Salazar, Assistant City Attorney
Thomas Graham, ADA Coordinator
Pauline Kamiyama, Arts and Culture Department Director
Mary McCoy, Finance Director
Bernadette Salazar, HR Director
Jesse Guillen, Legislative Liaison
Sam Burnett, Facilities Division Director
Jason Kluck, Acting Land Use Director
Dan Esquibel, Senior Planner
Noah Berke, Case Manager Supervisor
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

Mayor Webber announced Daniel Hernandez is ill and not able to be here for the Midtown Briefing and took it off the agenda.

Councilor Romero-Wirth said the procedural rules are on this agenda, but she will be moving to refer it to the Public Works and Utilities Committee for their meeting on December 13, 2021.

Councilor Villarreal announced that Item 10 (h) is a duplicate. Mayor Webber agreed we should consider only 10 (g).

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

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

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

Against: None

7. APPROVAL OF CONSENT CALENDAR

Councilor Vigil Coppler asked for discussion on items 10 (r) and (x).

Councilor Garcia asked for discussion on items 10 (j) and (ai).

Councilor Lindell asked for discussion on item 10 (n).

Councilor Romero-Wirth asked for a correction on 10 (m) and said she was not a cosponsor of this item.

Councilor Romero-Wirth asked for discussion on item 10 (k).

MOTION: **Councilor Garcia moved, seconded by Councilor Villarreal, to approve the Consent Calendar as amended with items a, j, k, n, x and ai removed for discussion.**

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

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

Against: None.

8. APPROVAL OF MINUTES

a) Regular Governing Body Meeting – November 10, 2021

Ms. Bustos-Mihelcic requested a change to the minutes where, on page 32, item k where the resolution number, 69 was placed by the stenographer and should be removed since it was not approved.

MOTION: **Councilor Lindell moved, seconded by Councilor Cassutt, to approve the Minutes of the Regular Governing Body meeting on November 10, 2021, as corrected.**

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

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

Against: None.

9. PRESENTATIONS

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

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

Director Gonzales noted the presence of the others who were involved in this matter.

He described the problems experienced with the new Motorola P25 radio system immediately after it went live on February 13, 2021 throughout the City. When dealing with Motorola about the problem, Motorola identified the problem as a user issue and further, the system location and vehicles being out of signal range. He also mentioned that in June 2018, the City had decided to move the radio tower to the Las Montoyas site

The IT Department replaced every antenna, replaced 65 outdated XTL radios with new APX radios, and contracted with Motorola to move the system back to the Buckman tower.

Later, they started having outages. Motorola found an illegal intruder from out of state jumping on the City's tower. Now we have dead zones in Agua Fria, West Alameda, Airport Road, and Siringo Road. Motorola blames the City for those problems also. ITT filed an illegal carrier grievance with FCC to eliminate the intruder from the City's tower.

Since then, ITT purchased, enabled, and issued new cell phones for every Police Department Officer and Police vehicle.

The current tower project is on hold due to issues with permitting (per Motorola). The State provided 120 radios for the Police Department to use.

Director Gonzales explained some of the risks involved in reliance on our tower as: it does not resolve the outage issues; it does not provide redundancy in the radio system. There is no backup if the tower goes down.

That would require erecting a second tower. And it does not resolve all coverage issues. A total of $273,000 for site move has been allocated.

The maintenance fee beginning February 2022 is undetermined. On-Call tech support would be $100,000 per year per tower. The projected cost for the second tower is around $600,000 with a NM DPS agreement and without use of the DPS tower, the cost would be at minimum $1million.

He said they decided to join the State Public Safety Communication Radio System to solve these problems. There would be a 6–8-month transition period. With it, the State would manage all Motorola interactions.

He noted that to complete the transition would also require Santa Fe County RECC support and approval for this move. There would be additional cost for the dispatch permits.

He identified $200,000 to re-program all radios and $30-50,000 for reconfiguration costs. Service would cost $20 per month for every radio used during the month.

Director Gonzales described all benefits of migration to the state system. He also explained that there would not be any changes required for the RECC dispatch services and the City would continue its support of the RECC at $575,000 per year for the City's share of operations.

He stood for questions

Councilor Villarreal thanked Director Gonzales for this presentation. She asked if Director Gonzales wanted to continue working with Motorola.

Director Gonzales said the State has Motorola, so it is more beneficial to have the State work with Motorola.

Councilor Villarreal asked if Motorola has a monopoly on this.

Director Gonzales acknowledged there were other providers, but he felt the State is satisfied with Motorola.

Councilor Villarreal asked, regarding funding, if any of these expenses could be covered by legislative appropriations.

Director Gonzales said he has not looked at that.

Councilor Villarreal requested someone to get back to her on that.

Director Gonzales agreed and added that there is still a lot of information to get on costs.

Councilor Villarreal saw that the first change was expensive, and now we are going back to the previous layout.

Director Gonzales emphasized that our priority is safety of the people, and he felt this option was best for safety.

Councilor Villarreal pointed out that we thought the change was going to be better and found it wasn't. She understood and just wanted to see if we could find other ways to fund it.

Councilor Rivera said it came up at the Public Safety Committee. He asked if we had problems with dead zones prior to the upgrades.

Director Gonzales did not know because he was not here during that time.

Councilor Rivera asked Fire Chief Babcock about problems experienced beforehand.

Chief Babcock said the problems now are the same dead zones. But the new system has out-of-range problems during storms. He recommended staying at the Buckman location and not going to Las Montoyas. The system we got was designed for the Buckman location.

Director Gonzales didn't know how that came about but noted that Buckman was privately-owned, and Las Montoyas was City-owned. Las Montoyas is 2 miles north of Buckman and at a higher elevation.

Councilor Rivera said Director Gonzales had talked about using the tower on the Bataan Building and another and the City had difficulty using those.

Director Gonzales explained they were state-owned towers. We were not able to obtain them for the City. With the state system, we also have the DPS location for a tower.

Councilor Rivera asked about the cons for moving to the DPS system.

Director Gonzales said he had not identified any at this time.

Chief Babcock said the City Fire Department is able to communicate with the state system. The Bataan Building is run by the State which runs on 700 Mhz and our City radios can go from 800 to 700 mhz.

Councilor Rivera asked for comments from Chief Joye.

Chief Joye said he came late to the game but in speaking with Lt. Webb and with Director Gonzales, this transition will be beneficial for the Police Department. It is significantly better than our current system.

Councilor Rivera asked Director Gonzales if we City will have a long-term contract with the State in which they could raise the rates as they wish.

Director Gonzales clarified that any agreement will come to Governing Body for approval as we go through it.

Mayor Webber asked if Director Gonzales knew who else is moving to state system and for what reasons.

Director Gonzales deferred to Vince Bradley at NM DOIT for that.

Mr. Bradley said several entities are coming over because of interoperability of the system throughout New Mexico. Torrance County, Bernalillo County and Albuquerque Metro. Sandoval County, Los Lunas, and Belen, as well and a pilot program in Las Cruces City and Doña Ana County. Eddy County will be coming on soon. We are in discussion with many other communities as well.

Mayor Webber thanked him and asked what he thought were the benefits and if he had identified risks. He also asked if there will be a users' group.

Mr. Bradly said very are planning to create a users' group throughout NM. We cherish our partnerships with municipalities and federal partners. Once a month or quarterly we will meet, depending on the participants who will have a say in dealing with problems and possible funding. We are looking for $23 million to build out the state up to FY26. With 86% coverage. The topography is hard and not likely to reach 100% but with partners to come on at start of the system.

Mayor Webber thanked Mr. Bradley for being present.

There were no other questions at 5:53.

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

This item is a duplicate of the preceding item and was removed from this agenda.

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: 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

Councilor Garcia pulled 10 (j) for discussion.

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

Councilor Garcia noted the proposed Giving Circle Fund at the Santa Fe Community Foundation, and asked Director Kamiyama if she was able to approve the extending of resources.

Director Kamiyama said there are two advisors for the Fund. She was one as head of Arts and Culture, and Ms. Bustos-Mihelcic was the other. She said the matter could come to the Governing Body, if needed.

MOTION: Councilor Garcia moved, seconded by Councilor Romero-Wirth, to approve the agreement with the Santa Fe Community Foundation as presented.

Discussion on the Motion:

Councilor Garcia thought the Governing Body is guiding the CHART process and should be the final decider and appreciate our approval for funding. He didn't know if he needed to amend his motion.

Ms. McSherry explained that Councilor Garcia was seeking to amend the contract which is now a delegated authority.

Councilor Romero-Wirth asked if it would be okay to have the Governing Body approve funding recommendations by those two principals identified in the contract.

MOTION: **Councilor Garcia moved, seconded by Councilor Romero-Wirth, to amend the requested contract on various pages where it named Pauline Kamiyama or Kristine Bustos-Mihelcic as approvers to be shown as recommenders to the Governing Body.**

Ms. McSherry said the Foundation would have to agree with the amendment if this motion passes. The Governing Body could approve the contract consistent with that concept wherever it appears in the contract.

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

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

Against: None

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

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

Against: None

Councilor Garcia thanked Director Kamiyama for taking the lead on this.

DISCUSSED

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. (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

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

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

Discussion on the Motion:

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to amend the motion by striking "periodic and" on page three and insert "in lieu of, quarterly," and on page 4, line 5, and 6 to strike "the open meeting for."

Councilor Romero-Wirth said she had two amendments.

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

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

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

Against: None

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Villarreal, to further amend the main motion to insert on page 4, line 17 after the period, "focus groups may be held without following the Open Meetings Act. The purpose is to enable selected task force members to engage with members of the community in a space that feels safe and will selected task force members and community members can be transparent and open about their experiences, expertise, and observations."

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

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

Against: None

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

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

Against: None

l. CONSIDERATION OF RESOLUTION NO. 2021-70. (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. 2021-71. (Councilor Lindell, Councilwoman Villarreal, Councilor Romero-Wirth, 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

Councilor Lindell pulled this item for discussion.

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

MOTION: **Councilor Lindell moved, seconded by Councilor Romero-Wirth, to deny this resolution.**

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

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

Against: None

Discussion on the Motion:

Councilor Lindell said we talked it over in the Finance Committee. No one has objection conceptually to this, but it needs clarification on numerous levels. She knew some kind of formula I was being worked on. Implementing this doesn't really work. It needs more details. This makes an obligation to local builders and local workforce. She could not support it the way it is presented now.

Councilor Vigil Coppler reiterated as she did in the Quality of Life committee with Sean Moody, on how to involve the City in the process in this project where it could remain under City purview. And local builders would continue to participate. It was frowned upon, and she could understand City Attorney's Office. She pointed out that it will take years and years to get it accomplished like that. With construction loans, you have to make money as a developer, to pursue it to the next level. And she knew the City didn't want to stay involved. At the Committee, we pared it down to give local builders a preference. It allows them to compete for purchase of this property and getting local preference points to help them along the way. Local builders talked about going together to make it work. They wanted to keep the money local. It has a multiplier effect when we use local builders.

Money stays in Santa Fe. that is what they wanted. It is a good faith effort in our community.

But there is no guarantee to keep money here. It just gives our builders a chance to compete. So, she was against the motion. We don't have rich builders here in Santa Fe and this is a wonderful gesture to them.

Councilor Garcia asked, if it is denied, when the property was scheduled to be up for sale, so the Governing Body could go back to include local preference in this.

Ms. Salazar said that with Las Estrellas, it was posted in April to move forward with local preference. It can be listed for sale if there are no other resolutions. A new resolution would need to go through the drafting phase.

Councilor Garcia observed there is definitely an appetite to include local preference. It is prudent to have some type of local preference. He would start tomorrow on a new resolution and understand it would not be put up for sale by Friday. He was disappointed in a sense if we go back to the drawing board.

Councilor Garcia saw a need to send a message that we fully trust those who apply.

Councilor Cassutt related that at QOL we discussed if other cities had local preference and she wondered if anyone found such a preference in another city and how they addressed the challenge we are facing now.

Councilor Vigil Coppler said the cities who have done a local preference did it not to tie it down but to give local builders a chance to purchase and develop.

Councilor Cassutt asked if this needs, locally, a group coming together to meet the big financial commitment with a $50 million investment. Is that correct?

Ms. Salazar clarified that $50 million was to build out. It is somewhat a range, and it could be more.

Mr. Terry Lease and all those combinations would need to be worked out with research. We would have to draft a document on who was a resident in the details of the document.

Ms. Salazar printed out that in the resolution now, we have local preference defined. It is someone who holds a county or city business license and pays taxes here. We used the procurement code to help answer it.

Councilor Cassutt understood the City would want those details prior to selling. There is real potential here, but we are just not there yet. This is blazing a trail on new ground, and we need to think more about for the details before moving forward.

Councilor Romero-Wirth was a little concerned. The idea has been kicked around for a while. It worried her that we would hold up the sale of this property longer. She didn't want the city to be the master developer. We have other things to work on. We are struggling with what is a local business. Are they really local or just a front with national resources?

She asked at the QOL Committee, when we give local preference, if it is usually to stimulate response from local builders, banks, and lenders. Even if a local builder is found, it might demand reaching beyond local to access that kind of money. She supported the intention but needed to be sure we are stimulating local business.

Councilor Vigil Coppler reiterated this doesn't guarantee local builders will even apply or if they do, that they would get the deal. Not all the developers here are local. When we went through it, we agreed we cannot micromanage the RFP system. Our staff determine the criteria.

This is merely an opportunity to allow local builders to compete. Some are well funded and able to lend money. But any one builder cannot compete. Some national builders have built homes in Santa Fe. It just gives them a chance. It is not rocket science. It is like a veteran's job preference. This is in the same spirit. She agreed we should not micro-manage.

Mayor Webber shared Councilor Cassutt's concern on the definition of "local." At the moment it is a local business license and a tax payment tax of some form to the City. He described how an out of state company could qualify as local. But getting it too narrow would risk a legal challenge.

Ms. Salazar understood that in the past, we have had procurement where the selection process made sure it would be a local company. We cannot do that.

Councilor Vigil Coppler said this is not new to any RFP process we use, but we cannot control it. The builders are interested in keeping the business here. But if they cannot compete, at least they tried. It is time we support our local businesses – our local builders.

VOTE: **The motion to deny the resolution passed by majority (5-4) on the following Roll Call vote:**

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

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

o. CONSIDERATION OF RESOLUTION NO. 2021-72. (Councilor Lindell, Councilor 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

DISCUSSED

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

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

MOTION: Councilor Cassutt moved, seconded by Councilor Romero-Wirth, to approve the BAR for hiring incentives as presented.

Discussion on the Motion:

Councilor Vigil Coppler asked to help her understand how this would work. We have several BARs. She asked if they all get implemented in the same way.

Director Salazar said she drafted compensation language and we developed an agreement to retain for a certain length of time. We have a timeline for implementing it.

Councilor Vigil Coppler asked if there was any differentiation among types of employees and if some types would not get it.

Director Salazar agreed. It would not go to temp employees and not elected officials. Everyone else would be eligible.

Councilor Vigil Coppler asked about term employees.

Director Salazar said the City has none at present.

Councilor Vigil Coppler past when it will begin.

Director Salazar said it would start on or before December 23.

Councilor Vigil Coppler asked if it applies to exempt employees.
Director Salazar agreed.

Councilor Vigil Coppler asked if probationary employees were eligible.

Director Salazar said yes.

Councilor Vigil Coppler noted that exempt employees can be removed at any time. Is there a bonus for them at departure?

Ms. McSherry said the contract would make it clear whether it applies or not. A sentence could also be added.

Councilor Vigil Coppler asked if there is a cap for limiting top employees.

Director Salazar said under this recommendation there is no limit.

Councilor Vigil Coppler understood there was also nothing about trouble in hiring or retention.

Director Salazar agreed. It is the same across the board. We are looking at positions where it is difficult to recruit or retain.

Councilor Vigil Coppler asked if everyone is getting the same amount.

Director Salazar said yes.

Councilor Vigil Coppler asked if this is the same guideline you are bringing to the union.

Director Salazar agreed and gave examples.

Councilor Vigil Coppler asked what it is called.

Director Salazar said it is called a retention incentive.

Mayor Webber explained that this is a different labor market from any that we have seen from small mom/pop shops to large companies. They are looking for employees and trying to avoid losing any. We will have a hiring event seeking to get more employees because we have the money to do it and the need. The why is important. We are fortunate the strength of our recovery allows resources to do this.

Councilor Garcia asked Director Salazar if she is beginning to think about more sustainable means like training and other incentive programs. Everyone will want to get them. We need to support their growth so employees can grow and get promoted.

Director Salazar said she has worked hard to expand these opportunities – tuition assistance, e.g., the opportunity to go back to school to earn a

final outcome of national certification. She has worked with SFCC for external training of various kinds and will continue to build on them. She will be meeting with Highlands University on certification and degree opportunities.

Councilor Garcia wondered if we could look at other incentives - some kind of reimbursement for employees to be able to move here. He thanked her for her hard work.

Councilor Vigil Coppler thanked Director Salazar for the tuition reimbursement. It started when she was in Director Salazar's position.

Ongoing management training, mandatory classes for new managers help retain staff. But people who love their job leave it because of poor management. She gave Director Salazar credit for what she is doing. Keep managerial and supervisory training in-person.

Mayor Webber agreed this is not a panacea. The online university is another benefit the HR Department created.

Director Salazar added that during the pandemic, it is very effective.

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

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

Against: None

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 Fund 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

DISCUSSED

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

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Lindell, to approve the BAR for Chief of Staff Position as presented.

Discussion on the Motion:

Councilor Vigil Coppler observed the backup material to justify this doesn't have much to do with what would be different. We don't have Karen executive assistant or City Manager as we had before. What is the annual salary proposed for this position?

Manager LaPan Hill said it is $110,000 plus benefits. This position has a couple of lives. It was approved in the 2019 budget going from Mayor's Office to the City Manager Office. In 2020 she was getting ready to interview a candidate when the pandemic hit. The job description has not changed. Communication with councilors needs expansion. The position needs funding so the new City Manager can hire an assistant.

Councilor Vigil Coppler observed we now have fewer employees reporting to the City Manager. She asked if the communication takes the place of Mayor's communication.

Manager LaPan Hill said no. It is in addition to the Mayor's communication and takes people managed (span of control) down from 17 to 10.

Councilor Vigil Coppler noted we have department directors who are well paid and if doing their jobs well, only three of them report to the City Manager.

Manager LaPan Hill said there are ten department directors reporting to the City Manager.

Councilor Vigil Coppler thought it was top heavy. What about the executive assistant?

Manager LaPan Hill clarified that is under Community Development. The form has taken a lot of different shapes. The organization is constantly shifting but this position serves as additional support for the City Manager of all departments.

Councilor Vigil Coppler asked how she intends to fill the position,

Manager LaPan Hill said she did not intend to fill it. The new Pepsi Manager will fill it.

Mayor Webber said they will follow current procedures – advertise it and see if we can attract someone with the skill set. You make a point – There is a perception the city is top heavy but in his experience over four years and at the previous City manager's exit interview, there is enormous need for communication and collaboration as more burdens are put on the City Manager. A Deputy City Mayor is in our charter and the deputy position that used to exist is needed. This would make city government operate more effectively. We are trying to come up with the best way to support. Where can Councilors go when needs for support exist?

The larger issue is that we are a more complex city government than in the past and expectations and needs continue to grow, and we need to meet those needs.

Councilor Vigil Coppler asked to clarify that this position is not synonymous with Asst City Manager.

Mayor Webber explained that it is called Chief of Staff and was previously filled by our current City Manager. Whatever you title it, the job description and recruiting it is a deputy or assistant City Manager. He added that he didn't want to get tangled in nomenclature.

Councilor Vigil Coppler understood but this is a big deal.

Mayor Webber brought the job description should guide what it is.

Councilor Vigil Coppler said this is a complete change in the plan we discussed for many hours. What we are doing here is not a Chief of Staff but to refill the Deputy City Manager and makes it more top heavy. She could not vote for this. She didn't think the justification discusses the need for this position at all. It just discusses money. It is a major organizational shift. She was getting a lot of comments from people who don't understand why it is necessary. And she could not believe this position was necessary either. She did not see any justification for it here. She thought it was a wrong move and didn't support it. It just raises a lot of concerns.

Councilor Cassutt said it is a Deputy City Manager and we need to call it what it is. What would it take to change the title?

Director Salazar said it would require a personnel process or request to add a position.

Councilor Cassutt asked if that could be done here tonight.

Director Salazar said she could receive that direction from the Governing Body.

Councilor Cassutt was trying to understand this position. It might be helpful if Manager LaPan Hill could provide more clarification on how the City Manager and the Deputy City Manager would interact.

Manager LaPan Hill suggested there were any number of ways to do it. When there are lots of fires and crises, that is where she spent most of her time. She works on the annual budget, legislative priorities, and all internal services. She is the signatory for all personnel actions. In 2020 it was over 1,200. Part of it is capacity building and ways to structure city government and still manage day-to-day activities.

Councilor Cassutt asked who is in charge of strategic planning? How does that break down?

Ms. McSherry said for the Deputy city Manager, the job description would need to be brought to the Governing Body for approval.

Mayor Webber asked where that appears in the ordinance.

Ms. McSherry said it was in Chapter 2, under 2.14 - Deputy City Manager and Duties and Powers are in 2-4.6 part k.

Councilor Garcia thought we should deny this now. It is not what will be in front of us in a couple of months. He was disappointed that the job description we requested last week is the same as before the reorganization. The reorganization should have shifted it somewhat and the impacts should have been reflected in the job description. Our best course of action is to deny it and allow the new City Manager the choice on appointing one or not. We should not hamstring the person coming into the position. They might see something different for managing the City Manager office. Why are we using the same job description that is two years old?

Manager LaPan Hill said there is no City Manager office. It is a party of one. And there are changes now. The duties are very similar.

Councilor Garcia said, “You are not speaking to how the reorganization impacted your office. Those things need to be reflected. Why even go that route and just allow the new City Manager to appoint one if they want? That is not effective management. We need to revisit it once there is a new City Manager.”

Mayor Webber clarified what we have in front of us is an existing position that was called Chief of Staff because that was what it was called when it was under the Mayor.

The City Manager job would support the Chief of Staff job which has grown exponentially. We can’t pretend we are a little town. We are not top heavy but trying to get the right configuration to meet the changes of the future. The title was an intent to have a staff and not in any way to mask the intent. What is in front of us is just to fund that position. We can rename it or reclassify it but the work to be done doesn’t change and the amount of work doesn’t diminish. We now have the resources to add back the filling and it reflects the demands of the City. Adding the role back and authority of City Manager to fill it is very reasonable. It is good government and beneficial to the people of Santa Fe. It a commonsense response to the increasing demands. It is a recognition of city government in Santa Fe coming of age.

Councilor Villarreal observed we have crucial staffing gaps and talked about them during budget talks. So, we are moving forward with some of them. In committee, she asked why we chose these specific ones. There are others we are lacking like libraries, Parks and Rec that didn’t make it here, although approved in committee. Water and utilities – these are all crucial positions that need to be filled. Most of us, having other jobs, don’t have the administrative support we need for implementing policies. The City Manager supported us when she first was elected. We definitely need a Deputy City Manager and to look at internal and external aspects of the job. She would like for us to think about it more. The job description needs reworking. This is not an emergency right now. She was more concerned with what is happening on the middle hourly wage job gaps we have.

We get left out of the mix here. She was just perplexed that even changing the name would help. It just needs more time. This position needs more reworking. She also requested the next BAR we receive that the memos actually reflect what the Governing Body is voting on. She didn’t want any more cut and paste items. The memo needs more work.

Mayor Webber said she makes a good point. We will have a rolling succession of BARs going forward. We are in a very enviable position on our economy with a really robust recovery and other funds coming our way.

And you are right about a couple that did not make it on this agenda. They will be brought forward and considered significant on addressing the staffing needs. There is a fast-hiring event on Saturday where a person could walk out with a hiring invitation. We will be able to rebuild our capacity across the board.

Councilor Romero-Wirth and that there are many questions about timing. What is the downside of waiting to approve this position later? She was hearing we would let the new City Manager hire for the position. What we are doing is moving the position to the City Manager's office.

Mayor Webber disagreed. It was there before. We are simply moving the funds for the position. It was unfunded and unfiled. This just provides the funds for the position. There is no downside for postponing.

Councilor Romero-Wirth asked how long it will take to change the title.

Manager LaPan Hill replied that was a complicated question. It is a fundamental question with the position ready for the new City Manager hiring to fill it. There are similar positions and now part of the conversation is for the Governing Body to decide.

Councilor Romero-Wirth thought we do need more managerial capacity. Seems like it may be prudent.

Councilor Rivera agreed with Councilor Romero-Wirth. If we can wait a little while, it might help. He asked Director Salazar if there is a job description for Deputy City Manager.

Director Salazar agreed. It was created in 2018.

Councilor Rivera was in favor of waiting for the new City Manager. For what they want for support. It would be fair to them to allow them to make the choice.

Mayor Webber observed the sentiment seems to be to set this aside. We lose nothing by waiting and can have a conversation on it. He had no problem with it. To set it aside and bring it back later would allow the new Manager to participate in it.

Councilor Cassutt agreed and that is a key component. She asked if, as a subsidiary motion, she could move to postpone this until after a new City Manager was chosen.

Ms. McSherry said the Governing Body could do new funding.

Councilor Cassutt asked if that allows enough time.

Ms. McSherry agreed.

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MOTION: **Councilor Cassutt moved, seconded by Councilor Vigil Coppler, to postpone this BAR until a new City Manager is hired.**

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

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

Against: None

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 – Director Salazar Recruitment Specialist. (Bernadette Salazar, Director Salazar Director: bjsalazar@santafenm.gov, 505-955-6591)
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)

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

MOTION: **Councilor Garcia moved, seconded by Councilor Vigil Coppler, to approve the 2022 schedule.**

Discussion on the Motion:

Councilor Garcia said a correction was needed for correct spelling for the BTAC schedule.

Councilor Villarreal asked Ms. Bustos-Mihelcic asked why the CDC was not scheduled on the calendar.

Ms. Bustos-Mihelcic said she put on what was submitted by the committee.

Councilor Villarreal commented that CDC has never been on this calendar. She asked if CDC could be listed on the official calendar too.

Ms. Bustos-Mihelcic agreed. If the schedule was provided to her office, she would include CDC and correct the BTAC listing also.

Councilor Villarreal agreed to submit their approved dates.

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

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

Against: None

AGENDA AMENDMENT

MOTION: **Councilor Rivera moved, seconded by Councilor Villarreal, to amend the agenda, suspending the afternoon sessions to hear petitions in the evening session now and return to the afternoon session after petitions are heard.**

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

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

Against: None

18. PETITIONS FROM THE FLOOR

Stefanie Beninato said she was opposed to any deputies in administration and felt the city administration was top heavy. Constituent Services are not serving us. She knew that Sam Burnett told us a ramp was too high [steep?]. She noted that none of the showers are ADA accessible in the City. It used to be with a pass, one could swim anywhere in City pools. Now, a masters' swim team show up at 5 pm and no lanes are open for the public.

Michael Baya was in favor of funding the LUD position as soon as possible in order to stabilize the department for an incoming Director. He also spoke to the SFPS staffing crisis. The Coalition always supports affordable housing. He thanked the Governing Body for all their work.

Joe Schepps requested help in replacing a security gate at 200 Valle del just north of Major Field He said every night the motorcycles meet there. When they moved in, he respectfully asked them to lower their noise at 1 am. And he got threats on his life. He explained they always disperse minutes after he calls the police. If he knew who had removed the gate, he would try to get it replaced. Besides the gate, they removed all "no parking after 6 pm" signs. He said it was a simple straightforward request for fast track of replacement of gates and signage. He had to come to his office for this call because of the loud noise at his home. He didn't understand why the police cannot do something. Thank you.

Miguel Gabaldon thanked Councilor Abeyta and Councilor Vigil Coppler for their service on the Council and expressed his thanks for Councilor Vigil Coppler's efforts to provide the best service possible to District 4. Have a happy holiday season and see you in 2022.

There were no other petitions at 8:22.

The Governing Body went back to item 11.

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

Ms. Bustos-Mihelcic read the caption for this item. Director Brown and Director Kluck were present.

MOTION: Councilor Vigil Coppler moved, seconded by Councilor Lindell, to approve the BAR for the Planning and Land Use Department personnel costs as presented.

Discussion on the Motion:

Director Brown provided a comment on this first. He said they were very interested in trying to beef up our capacity for filling these positions in this BAR. The City is full of construction and development now and they all run through the Planning Land Use Department. So, we need staff to handle the increase.

Director Kluck said all the arguments for this position were presented in the Deputy position discussion. We have unrelenting complexity and growth. And the operational challenges are the same. He appreciated the validity of Councilor Abeyta's position on allowing the new LUD Director to choose the person for this position but to approve the funding now. We have no time to wait. It is of vital importance to meet ever growing demands and things like the growth management plan and the strategic plan, to have regular operations without failures, to process the applications we receive each week and have more time to engage with customers. The operations are orderly. It is what he did under Eli Isaacson. It is an opportunity to look at the big picture, to have more bandwidth and better represent the Department to the public, to developers, and to the community.

One important point to reference is that these positions will support our Code mandate as laid out in the Code to regulate and make sure all conditions of the Code are met in a timely fashion. We are reaching this critical mass level. He hoped the capacity issue doesn't become a morale issue. He just asked for the Governing Body's support. Thanks for allowing me to speak.

Councilor Cassutt was much in favor of filling the Director position. His motion approves funding for the Assistant LUD Director. Is that correct?

Mayor Webber thought so.

Ms. McSherry said it does.

Councilor Cassutt noted Director Kluck has done a wonderful job and the City needs to fill this position as soon as possible. A lot of work needs to be done yesterday.

Councilor Villarreal commented that during the Finance Committee meeting we didn't have enough information on the background. That would have been helpful. The main concern was to hire the LUD Director. That is the position that has been delayed. She thought the position will be posted it in mid-December. She had a better understanding now. She advocated for a long time for more personnel in this department. And there are other gaps the City needs to fill now. It is important to move forward with the full package.

Councilor Abeyta thanked Director Kluck and Director Brown for the interpretation at Finance and more at Quality of Life. He agreed with Councilor Villarreal that all positions should be filled at this time. He has received lots of emails from the public who want LUD to be fully staffed.

Mayor Webber asked Director Brown if it will be posted soon.

Director Brown said yes. The paperwork is done, and we will post it on December 13 for one month.

Mayor Webber agreed that Director Kluck has done a wonderful work in this position. With the pandemic, electronic permitting, the Land Use Department Interim Director deserves credit for his work and his leadership,

Director Kluck appreciated Mayor Webber's comment.

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

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

Against: None

b. CONSIDERATION OF RESOLUTION NO. 2021-73. (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

Ms. Bustos-Mihelcic read the caption for this item. Tom Graham was present for this item.

Mayor Webber said this can be one motion for b and b-1.

MOTION: Councilor Rivera moved, seconded by Councilor Cassutt, to approve the resolution and the contract agreement amendment No. 2 as presented.

Discussion on the Motion:

Mr. Graham said this caption did not include the contract considered during committee discussion, so he added that the contract was there for everyone to see. This extends the term of the agreement.

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

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

Against: None

c. CONSIDERATION OF RESOLUTION NO. 2021-74. (Mayor Webber)
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

Ms. Bustos-Mihelcic read the caption for this item. Mr. Guillen was present for this item.

MOTION: Councilor Lindell moved, seconded by Councilor Villarreal, to approve this resolution as presented.

Discussion on the Motion:

Mr. Guillen said this resolution would permit banners around La Fonda on the Plaza and the resolution has the history of La Fonda. They would be displayed from January 1, 2022 to January 4, 2023. A map was attached in the packet and the design was approved by HDRB and City Administration. And all of it meets the sign code.

He noted that Ms. Jenny Kimball from La Fonda was present to answer questions about it.

Councilor Garcia said that in the history, his wedding reception at La Fonda should be included. It is great and he was happy to support it.

Jenny Kimball wanted to invite everyone on January 22, to the centennial celebration at La Fonda.

Councilor Villarreal wanted to cosponsor the resolution.

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

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

Against: None

d. Request 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

Ms. Bustos-Mihelcic read the caption for this item. Sam Burnett was present.

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

Discussion on the Motion:

Director Burnett explained there are a number of deferred maintenance needs at the Railyard and Park. The funds from the sale of the Santa Fe Clay Building were to go back into Railyard operations and this is a good opportunity to address those needs there. That is this item in a nutshell.

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

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

Against: None

e. CONSIDERATION OF NO. 2021-__. (Councilor Abeyta, Councilor Romero-Wirth, Councilor Cassutt, and Councilor Villarreal)
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

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

MOTION: Councilor Romero-Wirth moved, seconded by Councilor Cassutt, to refer this Resolution to the Public Works & Utilities Committee for their meeting on December 13, 2021, and to the first Governing Body meeting in January 2022.

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

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

Against: None

f. CONSIDERATION OF RESOLUTION NO. 2021-75. (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

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

Ms. McSherry stood for questions.

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

Discussion on the Motion:

Councilor Lindell made a point again of great concern for camping in the arroyos. She gets letter, emails, and photos that are unbelievable. We are racking up hundreds of thousands of dollars in cleanup costs. Our numbers are horrifying right now, and she could not in good conscience does not vote for it. No one knows what the other side of this will be. The numbers are pushing onto 30% and it is horrifying. And number of cases in the City have been horrifying. It is really disappointing to see it week after week in this city.

Mayor Webber agreed. We have a pandemic spiking and our own city employees' stats are disappointing. Please follow the guidance in this proclamation. It should be concerning to all of us. We continue to have our hands full.

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

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

Against: None

12. **MIDTOWN OVERVIEW**

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

This item was taken from the agenda under Approval of the Agenda because of Daniel Hernandez' illness.

13. **MATTERS FROM THE CITY MANAGER**

Manager LaPan Hill announced the City's hiring event on Saturday from 9 a.m. to 2 p.m. at the Genoveva Chavez Community Center with fun things planned.

We are seeing more cases in Santa Fe than last year at the peak. Get your booster and keep working our way through this pandemic. Happy holidays to everyone.

14. **MATTERS FROM THE CITY ATTORNEY**

Ms. McSherry was excited to report that Marcos Martinez has been admitted to the U S Supreme Court as Litigator and is filing a motion now.

She also reported wins in the courts.

Ms. McSherry expressed her support for the Deputy position. She hoped to circulate the job description right away. Happy holidays and best wishes to Councilor Abeyta and Councilor Vigil Coppler at the completion of their terms.

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)

Ms. McSherry recommended the Governing Body go into executive session to discuss the City's case against Purdue Pharma.

MOTION: Councilor Rivera moved, seconded by Councilor Vigil Coppler, to go into executive session pursuant to the Open Meetings Act, Section 10-15-1 (H)(7) to discuss matters pertaining to

threatened or pending litigation in which the City is or may become a participant.

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

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

Against: None

Mayor Webber announced to the public that the Governing Body will go into executive session and return for the rest of the agenda afterward.

The Governing Body went into Executive Session at 8:58 p.m.

The Governing Body ended the Executive Session at 9:27 p.m.

MOTION: **Councilor Rivera moved, seconded by Councilor Cassutt, pursuant to the Open Meetings Act, Section 10-15-1 (J), that the Governing Body reconvene in open session and state for the record that the matters discussed in the closed session were limited to were those specified in the motion to close.**

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

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

Against: None

15. **MATTERS FROM THE CITY CLERK**

Ms. Bustos-Mihelcic announced that the Governing Body has not met since Veterans Day and wanted to thank all who helped on that day. The City crew did a fabulous job on the Plaza lighting.

Thanks to all Governing Body members who came as we lit up the Plaza this year. The Plaza looks gorgeous. She also thanked the City Staff members who organized it.

She sent out an update regarding the many calls to the City about the helicopter flying low over Santa Fe. It is PNM doing wildfire mitigation plans and those will continue for a while.

The City will conduct the inauguration ceremony for the new members of the Governing Body at the Santa Fe Convention Center on December 30, 2021.and will get the information out shortly.

She is also working on redistricting information which will be going out next week.

Once some adjustments are made, she will send the schedule for pledge, salute, invocation assignments at 2022 Governing Body meetings.

She gave her appreciation to those departing, for their service.

16. **COMMUNICATIONS FROM THE GOVERNING BODY**
A copy of the introduction of Bills and Resolutions is incorporated herewith to these minutes as Exhibit 1.

a. Introduction of Legislation for December 8, 2021.

Councilor Vigil Coppler gave thanks for participating in this last four years or two years with her fellow Councilors. She enjoyed her time on City Council. She thought they will see her again in public life. She gave great thanks to AFSCME for standing up for themselves and going the extra mile. Thanks to the Fire Department for their endeavors. They risk their lives even when not at a fire. They are always there to help us. She also thanked the Police Department with deep gratitude for all they have done for the City. And she thanked the other Councilors, especially those who have expressed their opinions without fear to deliberate fully.

“Remember we are a local government and not the state legislature. We represent all political parties because our constituents represent all of them. I honor all of you for respecting our employees. They are the backbone, and we provide the guidance. I wish you well in political career and your Council life. I will be watching what you are doing. I wish Councilor Abeyta big success. Happy holidays. Good cheers.”

Councilor Abeyta said this has been an amazing journey, especially the friendship with you all. Thank you for being a lifelong friend. And in my district, I’ve made many friends. The calls I got after the election were very helpful. Thanks to Councilor Vigil Coppler for running for Mayor. You did something about it. You stepped up. And Mayor, I appreciate your guidance and words of wisdom for more than four years. I also thank my family who supported me all the

way. Going after our loved ones is not right. I appreciate all eight of you. The last four years were a blast.

Councilor Villarreal thanked her colleagues, especially Councilor Vigil Coppler and Councilor Abeyta. It has been a pleasure working with both of you. I appreciate you being prepared for the meetings and asking great questions.

She thanked Councilor Vigil Coppler for having perspective on practices and procedures. And to Councilor Abeyta whom she has known for a long time, it was a pleasure to serve on Finance together and appreciated his leadership and giving all members the opportunity to express our opinions. Good luck to both of you. I hope to see you in person and not on Zoom forever. Blessings to your families and friends. Merry Christmas and Happy Holidays. I hope you all get some down time.

She asked for the date of the legislative breakfast.

Councilor Garcia thanked his colleagues, Councilor Vigil Coppler and Councilor Abeyta for their dedicated services. He appreciated the collegiality. He told Councilor Abeyta to lace up his sneakers at the gym. “I’m going to find you.” Happy holidays. Merry Christmas. Please be safe over the holidays. So, we can continue to celebrate in years to come. And I look forward to working with six of you in 2022.

Councilor Cassutt thanked Councilor Abeyta and Councilor Vigil Coppler for their service. I have learned from both of you with your perspectives. You will both be missed. Take some time to relax. I hope you do take time for relaxation and get back up. Happy Holidays to everybody and be careful this season to stay vigilant. Stay out of groups as much as possible. Connect with family and friends.

She said Councilor Romero-Wirth reminded her that there should not be many meetings in mid-December. She looked forward to working with you next year.

Councilor Lindell said this is the season of naughty or nice. Have some self-reflection. You’ve still got time to gain ground back. Thanks to each of my colleagues and to Councilor Vigil Coppler and Councilor Abeyta for caring about this City. Hopefully, we stand up for each other because we care about the City. I wish a peaceful and Merry Christmas to all of you. We do need to acknowledge the awful COVID numbers and Aid and Comfort has canceled their event. Be careful. You are all valuable. Remind yourself why you were vaccinated.

Councilor Lindell introduced a joint resolution recognizing the existence of open items related to annexation and establishing negotiating teams to develop nonbinding proposals to resolve those items and cosponsored by Councilor Cassutt.

Councilor Rivera introduced an ordinance amending Exhibit B of Section 21-7 to increase residential and commercial rates for services provided by the Environmental Services Division. He also introduced a resolution supporting the application and response to the request for proposals issued by the North Central New Mexico Economic Development District, Non0Metro New Mexico Area Agency on Aging for continuation of services for the senior citizens of the City of Santa Fe. He wished everyone a Happy New Year and Christmas. He thanked city crews for all the lighting. Mark Aragon has done it for 29 years and a great job year after year.

He congratulated Chief Paul Babcock for doing a great job for he didn't know how long. And Chief Padilla for all of his efforts as Police Chief. He knew Paul Moya was the incoming Fire Chief and Paul Joye as new Police Chief. Thanks to Councilor Vigil Coppler for allowing me to work with you. I'll always remember the banners along Cerrillos Road and for your legwork on it. It continues to be great.

And Councilor Abeyta, my colleague. You once were my boss. You are a great boss and great person to work with. I appreciate your work with youth and as a councilor for these four years. I will miss you and I will call on you if I need advice on things.

Councilor Romero-Wirth introduced 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.

She wished everyone a happy holiday and echoed the scary COVID thing. Get vaccinated wear a mask. She and Councilor Vigil Coppler came into the Governing Body together and were part of getting our feet under us. It was hard to believe it has been four years. She knew Councilor Vigil Coppler will continue to do good things. She looked forward to interacting with her in the future.

Mayor Webber introduced 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. He also introduced a resolution rescinding Resolution No. 2020-1 relating to the Open Meetings Act; and adopting annual notice requirements for 2021.

Mayor Webber introduced 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.

He also introduced 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.

He echoed his colleagues in thanks for the tireless work of Staff to make our City beautiful and light up. Thanks for being on the alert for COVID. We've worked hard to stop the spread. Our City Staff members are being struck by it. Practice safety and look after each other. The holiday this year is unlike any in the past. We must be tough and resilient.

It is bittersweet to have Councilors leave and new ones come in. He was glad Councilor Vigil Coppler, and he could go out and have coffee as colleagues and not political rivals, and realize we are going to be here for the future. "I have the utmost respect for you." This is a tough assignment, and you take it on because you love the City. It is a tribute to you to have done your best to advance the City.

He told Councilor Abeyta he was a team player to get things done. You are a coach and a leader and an acolyte of Bill Parcells. I'll see you maybe on the basketball court or when you cut the ribbon on the Teen Center. Thanks for your service and most especially your friendship.

EVENING SESSION - 10:04 P.M.

17. **ROLL CALL**

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

18. **PETITIONS FROM THE FLOOR**

The petitions were presented during the afternoon session.

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

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

MOTION: Councilor Garcia moved, seconded by Councilor Cassutt, to approve the appointment to Bicycle and Pedestrian Advisory Committee as presented.

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

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

Against: None

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 2021-76.
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.

Ms. Bustos-Mihelcic read the caption for the Public Hearing for A and A-1 and A-2.

Mayor Webber clarified the procedure for the public hearing.

Ms. McSherry explained the role of the Governing Body in quasi-judicial hearings.

Disclosures:

There were no disclosures.

Staff Presentation

Mr. Dan Esquibel first wished Councilor Abeyta, Councilor Vigil Coppler and Manager LaPan Hill the best. “You will be missed.”

He introduced this project to the Governing Body with a shared screen.

Staff recommends approval as recommended by the Planning Commission and if approved, the Governing Body should approve the resolution as it appears in Exhibit A, amending the Master Plan, and either approve the Findings of Fact and Conclusions of Law as presented in Exhibit B, or choose to amend them. If the Governing Body chooses to deny the project, it would direct Staff to write FF/CL reflecting the Governing Body’s decision.

He pointed out that there were sample motions in the packet which he read aloud. He stated that the Planning and Land Use Department has determined that the proposed development, along with the attached exhibits, comply with the approval criteria for the Master Plan amendments for amending design elements.

The applicant has complied with other aspects of Code. Two ENN meetings were held in September 2021. The proposed Master Plan amendment has an annexation agreement.

The Applicant has agreed with all conditions for approval, and he recommended approval of Exhibit A.

Applicant Presentation:

Mr. Al Lilly, 552 Old Santa Fe Trail, representing the Applicant, 21 Holdings LLC, was sworn in. He introduced his team members and shared his screen to present the proposal.

Amrit Aristimuno was one introduced.

Mr. Amrit Aristimuno, at the same address, was sworn. He provided a brief history for the Monte Sereno development, located at the very north end of City with County land on both sides. The Santa Fe Opera was to the north and the highway was on the east side.

He said the developers moved away from the previously approved 3-story hotel and opted for a boutique style lodging facility. COVID drove a smaller design, allowing more privacy and room. They fell the change will be successful.

Mr. Lilly showed the site view of 60 casitas with 2 guest units each for 120 total units. It had a clubhouse and a fitness center. It was described as like Four Seasons in Tesuque with a private road pattern and two loop roads that serve it. Phase one is on the western half and phase two is the eastern half. The design guidelines follow the design guidelines for the original Monte Sereno community.

The preliminary architectural design was created by Amrit Aristimuno. He showed elevations of the clubhouse. Resort casitas were shown next. They were designed to fit on the slopes of the site and in keeping with all of the development. On the Master Plan, he pointed out the trails, shown in green. The open space requirements had already been met.

The Landscape Plan was done by Claudia Horn to preserve the high desert environment. It included shade trees and native piñon and pine near the buildings with native shrubs and grasses consistent with the design guidelines.

They felt these were the right plans for this property and a win-win. He listed some of the advantages.

Water use reduced 40%. It would have less visual impact. The parking lots were smaller, all for less impact on the night sky and a positive impact on

economic development with a significant portion on property taxes and GRT.

The developer has been a strong supporter of Santa Fe Opera and will provide lodging for patrons of the Opera. He thanked the team members and felt the new design is superior and requested approval of the Master Plan.

Public Comment

Michael Jimenez, Santa Fe was sworn. He stated he was a member of the Monte Sereno Board with a prepared statement. He has been a resident for 12 years and was the only homeowner on the Board. The Monte Sereno Board manages the HOA and club and uses volunteers for safety and security and appropriate stewardship of the land, architectural controls, and guidelines. They have maintained high standards for the community and resort. They have undertaken four projects which he listed.

He said the products are of high quality and have increasing market value. This project will reflect that same level of quality. Thanks.

There were no other speakers from the public.

Questions and Discussion by the Governing Body

Councilor Lindell referred to Exhibit C in the packet, on pages 11-12.

She asked the Applicant to tell us more about the trail system and to show where the proposed trail system is and where the existing trail system is.

Mr. Lilly showed it on the screen. He said the existing trail system goes down to the arroyo and heads south. We will put loops of trails in the site that connect with the existing trail. The arroyo trail has green space to the west and into the valley and we anticipate having connections at the end of the roads.

Councilor Lindell asked if the trail is only open to residents of Monte Sereno.

Mr. Lilly clarified they are meant to be private trails for the community. Those on the resort tract were not part of the plan for the public.

Councilor Lindell asked why they would not have the resort trails connect with the existing trails.

Mr. Lilly said they were originally to be connected but the residents discouraged that. We can discuss it further and that is where we are today.

Councilor Lindell thought it seemed pretty open-ended.

Mr. Lilly explained that some of the existing trails are very close to individual homes. So, we considered restricting it in certain areas. He added that there is a trail committee.

Councilor Lindell encouraged allowing that to happen. She didn't think they will be inexpensive. That is just her opinion on it.

Secondly, on page 11 regarding water use, she asked why the water use would be 40% less in the new design.

Mr. Lilly explained the original plan was a 250-room hotel with restaurant and conference facilities and had a water budget for the original plan and now the design was for 120 rooms and limited amenities.

Councilor Lindell asked why it would not be a 50% reduction.

Mr. Lilly pointed out they still have the same landscaping to take care of.

Councilor Villarreal concurred with Councilor Lindell on the trail connections. She thought it would be beneficial for residents to access the resort trails too.

Mr. Esquibel said it was evident during the ENN process that the neighbor residents did not want them connected. This is not a city trail system but is private. The city was not interested in maintaining the trails, so the homeowners took it over and asked the hotel system trails not to be connected.

Councilor Villarreal said she read that and asked Mr. Esquibel if it makes sense.

Mr. Esquibel said they did talk about it at the meetings and addressed their concerns. At present, the trail system is private. The trails could be dedicated at the request of the city, but the city did not request it.

Councilor Villarreal asked Mr. Esquibel if there was a condition that casitas units would not be allowed to be sold.

Mr. Esquibel said there were two options in the agreement. We had a long discussion on it. They have an option to remove the hotel designation and develop it with home ownership. It does look like a residential development.

They can be owned by an individual but not as a personal residence. It is under one management. They are commercial and will be treated as such and not as dwelling units. He was okay with that design, and they convinced us it would truly be a commercial hotel and not for leasing – only for transient lodging.

Councilor Villarreal said it looked like time shares.

Mr. Esquibel said he had asked that question and the developer said no.

Mr. Lilly said Mr. Beauregard can shed light on that.

Mr. Beauregard was sworn in by Ms. Bustos-Mihelcic.

Mr. Don Beauregard identified himself as Director of Development for the development. He stated that the question of ownership did come up and we worked hard to develop a concept that the units will be only for resort transient use.

He said every part will be subject to city restrictions that include a requirement that every owner would have a rental management agreement with restrictions so they would not be used as residential use beyond 30 days in any calendar quarter. The one exception was that during opera season, owners could use them for 60 consecutive days.

He considered it to be a clear distinction between a resort and a residential property.

Councilor Villarreal asked how they are not a time share.

Mr. Beauregard said it would be a fee simple ownership and the owner could develop a number of them and some could be developed by groups other than 21 Club LLC.

Councilor Villarreal asked if they could call them vacation rentals.

Mr. Beauregard agreed they could have a family rent a two-bedroom space or one could be separated. They were designed to accommodate for identifiable trends in resort business now. People want kitchens and outdoor spaces and no elevators. All of that went into this concept for market appeal and demand.

Councilor Villarreal asked if lodgers' tax would be applicable.

Mr. Beauregard thought they would be influenced by that.

There were no other questions.

Mayor Webber asked if Mr. Lilly wanted to give a closing statement.

Mr. Lilly said he had nothing to add. We have demonstrated the advantages over the entitlement in place and he hoped the Governing Body would support it.

Mayor Webber closed the public hearing and opened the floor for a motion.

Governing Body Action

MOTION: **Councilor Vigil Coppler moved, seconded by Councilor Vigil Coppler, to approve in Case 2021-4219, the Master Plan amendment with conditions of approval recommended by the Planning Commission and City Staff as listed in Exhibit O and to adopt the Resolution for the Master Plan with design guidelines for the Monte Sereno Master Plan amendment, subject to conditions of approval recommended by the Planning Commission and City Staff listed in Exhibit A, and to approve the Findings of Fact and Conclusions of Law for Case 2021-4219 Master Plan Amendment for design guidelines for Monte Sereno Master Plan Amendment listed in Exhibit D.**

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

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

Against: None

Mayor Webber thanked the Applicant and Staff for their work on this case.

Mr. Lilly thanked the Governing Body for their approval.

21. **ADJOURN**

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 11:04 p.m.

Approved by:

_____
Mayor Alan Webber

ATTESTED TO:

_____
Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz

Carl G. Boaz, Council Stenographer

EXHIBIT ONE
Council on Dec 8 2021

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.

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
DECEMBER 28, 2021
12:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR SPECIAL GOVERNING BODY MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Special Governing Body meeting will be conducted virtually.

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

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

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

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

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

To join the Zoom meeting on the internet using a computer, laptop, smartphone, or tablet, use the following link: https://santafenm-gov.zoom.us/j/96957167092?pwd=aWF1cEt6NW5QNFowdTk2MUZId01qZz09. **Passcode: 173781**
Attendees should use the "Raise Hand" function to be recognized by the Mayor to speak at the appropriate time.
Phone: To join the Zoom meeting using a phone, use the following phone numbers and Webinar ID: **US: 1 (346) 248-7799 - Webinar ID: 969 5716 7092 - Passcode: 173781**

City of Santa Fe

AGENDA

SPECIAL MEETING OF THE GOVERNING BODY
DECEMBER 28, 2021
12:00 PM
ATTEND VIRTUALLY

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

Councilwoman Villarreal

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

Councilor Lindell

4. **INVOCATION**

Councilor Garcia

5. **ROLL CALL**

6. **APPROVAL OF AGENDA**

7. **CONSENT AGENDA**

   a. Request for Approval of a Budget Adjustment Resolution (BAR) in the Parks Division of the Public Works Department in the Amount of $242,804 to Fund Parks Capital and Operating Expenses. (Melissa McDonald, Acting Parks and MRC Director: mamcdonald@santafenm.gov, 505-955-6840)

   Committee Review:
   Finance Committee: 11/29/2021
   Quality of Life Committee: 12/01/2021
   Governing Body Special Meeting: 12/28/2021

   b. 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: mamcdonald@santafenm.gov, 505-955-6840)

   Committee Review:

Finance Committee: 11/29/2021
Quality of Life Committee: 12/01/2021
Governing Body Special Meeting: 12/28/2021

8. **MATTERS FROM THE CITY ATTORNEY**

a. **EXECUTIVE SESSION**

In Accordance with the New Mexico Open Meetings Act, NMSA 1978, Section 10-15-1, Part (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)

9. **EXECUTIVE SESSION ACTION ITEMS**

a. Approval of the Master Settlement Agreement as Updated on October 22, 2021 to Settle the City's Legal Disputes with the Opioid Distributors, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation as Raised in *City of Santa Fe v. Purdue Pharma, et al*. DNM No. 1:19-CV-01105."

10. **ADJOURN**

Governing Body
SUMMARY INDEX
December 28, 2021

ITEM	ACTION	PAGE
1. Call to Order	Convened at 5:00 p.m.	1
2. Pledge of Allegiance	Led by Councilor Vigil Copple	1
3. Salute to the State Flag	Led by Councilor Villarreal	1
4. Invocation	Led by Councilor Garcia	1
5. Roll Call	Quorum Present	1-2
6. Approval of Agenda	Approved as presented	2
7. Consent Calendar	Approved as presented	2
a) Parks Capital & Operations BAR		
b) MRC Supt Position BAR		
8. Matters from the City Attorney	Comments	3
a) Executive Session	Not considered	3
9. Executive Session Action Items		
a) Master Settlement Agreement	Approved	3-7
10. Adjournment	Adjourned at 12:34 p.m.	8

Minutes of the
Special Meeting of the Governing Body
Tuesday, December 28, 2021
Virtual Meeting

1. CALL TO ORDER

A special meeting of the Governing Body of the City of Santa Fe, New Mexico, was called to order by Mayor Alan Webber, on Tuesday, December 28, 2021, at approximately 12:02 p.m., at the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico as a virtual meeting.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilor Villarreal.

3. SALUTE TO THE NEW MEXICO FLAG

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

4. INVOCATION

The Invocation was led by Councilor Garcia.

Councilor Garcia remembered Andrew (Andy) Lopez, Deacon at St. John's Church and offered condolences to his family and parishioners.

Mayor Webber said thoughts are with those struggling with COVID as it continues to flare. They should not take good health for granted. He reminded everyone to look after one another and those who are ill and to get through this with healing.

The Governing Body observed a moment of silence for those who have recently passed 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 Renee D. Villarreal

Members Excused
Councilor Roman "Tiger" Abeyta
Councilor JoAnne Vigil Coppler

Other Participants Attending Remotely
Erin McSherry, City Attorney
Kristine Bustos-Mihelcic, City Clerk
Melissa McDonald, Acting Parks and MRC Director
Matthew McCarley, Attorney for the Master Settlement with Opioid Distributors
Carl Boaz, Council Stenographer

6. APPROVAL OF AGENDA

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

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 Villarreal.

Against: None

7. CONSENT CALENDAR

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

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

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

Against: None

8. MATTERS FROM THE CITY ATTORNEY

Ms. McSherry recognized the presence of Matthew McCarley, the outside counsel in the negotiation and settlement agreement.

Ms. McSherry had no matters to convey other that the Master Settlement Agreement.

Mayor Webber asked if anyone felt the need to go into executive session.

No one offered to move to go into executive session.

a. EXECUTIVE SESSION

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

The Governing Body chose not to go into executive session and proceeded to the action item.

9. EXECUTIVE SESSION ACTION ITEMS

a. Approval of the Master Settlement Agreement as Updated on October 22, 2021 to Settle the City's Legal Disputes with the Opioid Distributors, McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation as Raised in DNM No. 1:19-CV-01105."

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

Ms. McSherry introduced the action item to the Governing Body.

She said the State Attorney General (AG) has announced he will be joining in the lawsuit with the three global distributors who have a $21 billion settlement. The settlement has standard language that is nonnegotiable. The City needs to accept this settlement to be able to participate in the State's agreement of approximately $220 million.

She said Mr. McCarley was available for questions about the agreement and that could be done in open session. Otherwise, she recommended the Council go into executive session. Santa Fe County and the City of Albuquerque have both joined

in the settlement this week. They also anticipate a few other local governments in New Mexico will be voting before the 2nd of January. This special session was needed now to be included in the primary group of settling parties.

Mayor Webber asked Ms. McSherry to guide them if the Council's discussion led into an area where an executive session was warranted. The agenda included an action item if they chose to do that.

Ms. McSherry recommended approving the action item and stood for questions.

Mayor Webber said he understood the executive session was only for discussing the details of the proposed settlement and the specifics of the agreement.

Ms. McSherry agreed.

Councilor Lindell said a couple of weeks ago she read an article in the New York Times. It reported that the Southern District of New York says the Sackler family's $4.5 billion contribution does not protect them. She asked if that had potential to change the amount of the settlement or what should be received.

Mr. McCarley explained it did not impact this settlement before the Council, which is the settlement of the three distributors. Purdue is one of the manufacturers. He believed there was a lot of work to get a settlement with Purdue and the Sackler family. The hope is this means the Sacklers will have to put up more money to get this settled. That is separate from the settlement being discussed here.

Councilor Lindell asked if the City would be involved in that subsequent settlement.

Mr. McCarley said yes, of course. The City has sued McKesson, Cardinal Health Inc., and AmerisourceBergen, the three distributors, and several national pharmacies, and Johnson & Johnson, as one of the manufacturers. They are continuing to pursue a remedy with those defendants with the hope of getting a resolution from each of them.

Mayor Webber asked Mr. McCarley to provide a picture of the settlement before them; its boundaries, what it does and does not include, and the pros and cons for the City to join with Albuquerque and Santa Fe County.

Mr. McCarley noted his appreciation for allowing him to come and discuss this. He explained the background of the agreement between the three distributors and Johnson & Johnson that had been worked on for a year and a half.

The State Attorney General disagreed with the allocation to New Mexico and said the State would not participate. However, because the divisions would have no way to participate if the AG did not participate, the Attorney General changed his

mind. He felt that counties and municipalities should receive money to address the problem.

Secondly, the likelihood was low that terms would be better in a carve-out negotiation with the distributor. The distributor had stated they were unable to pay a large amount out front. Therefore, the agreement with the three distributors is spread out over 18 years. Not only the State, but most of the counties and municipalities for New Mexico, must participate to receive the money designated in the agreement.

The Attorney General is continuing to negotiate better terms with Johnson & Johnson for New Mexico than what most of the Attorneys General have agreed to in the global settlement. The reason permission to participate in the distributor settlement is requested is because New Mexico's AG has not agreed.

The pros are to get the maximum dollars to the State and the City as soon as possible. The cons are that the agreement has contingencies we don't like and there is no ability to remove them. In addition, we don't like the 18-year payout and prefer something shorter. Also, they would have to litigate against the defendants at trial and there is an ongoing trial date with the County. We believe that would make it more difficult having those defendants.

Mayor Webber asked to confirm that they know the amount of money on the table but do not completely know its distribution.

Mr. McCarley said that was correct. There is ongoing negotiation between the State and subdivisions on the allocations of money set aside for the State. Currently, 60% is proposed to subdivisions and 40% to the State and there is no abatement fund. Some states have agreed to a 15/70/15 split; 15% in cash to the municipalities and subdivisions, 15% cash payment to the state, and 70% placed in an abatement fund to be used for abatement programs. He agrees with the State, who feels currently they do not have enough time to develop an abatement model. They are willing to agree to a straight split of the money of 60/40 but there is no agreement yet. All indications are there will be a favorable outcome.

Mr. McCarley said he could not say how much money the City will receive because it is dependent on the in-State allocation agreement. Under the 15/70/15 model it would be about $1 million from the three defendants. They are also pursuing other defendants. He thought if it was a 60/40 agreement, they would receive more than that amount.

Mayor Webber clarified the proposal was to agree to participate in the settlement. He asked the path they would be choosing if participation wasn't adopted.

Mr. McCarley explained they would have to continue pursuing them in litigation. Because the AG elected to participate, experts would have to be presented to the

defendants for deposition and an expert report. We have not been able to present any discovery because it has been stayed in the MDL, which makes it bad if they don't participate. Our hands would be tied behind our back severely.

Mayor Webber asked if the Council members needed anything further before questions.

Ms. McSherry had nothing further.

Mr. McCarley said he had nothing other than to recommend the City participate in the settlement. If elected, they will register the City and that generates a participation document that will be filled out and the City would be considered a participant in the settlement. They just need Council's consent to participate.

Mayor Webber clarified that the $1 million mentioned was an estimate if the City did as the other jurisdictions and agreed on a 15/70/15 settlement. The 60/40 allocation would be different. They don't know the actual amount, but it is more than $1 million and there are more litigation efforts. This is not the end of the opioid litigation.

Councilor Lindell clarified whether the million dollars previously mentioned was a payout over 18-20 years.

Mr. McCarley explained he was saying the 15/70/15 model was not being adopted by the State, that 15% of that was approximately $1 million and it would be paid out over 18-20 years. But as Mayor Webber pointed out, the number would be more than $1 million under the 40/60 settlement.

He said they got a carve-out agreement with J&J in Texas, to give them all the money this year. He thought that is what the Attorney General is trying to do with Johnson & Johnson and if an agreement is reached, the payout time with J&J will be less. The distributors are large companies and claim they have small revenue margins and that they need that time to pay out for the whole country, approximately $21 billion.

Councilor Lindell asked Ms. McSherry the total legal costs involved to pursue the settlement.

Ms. McSherry replied they have a contingency fee agreement and a separate agreement for legal fees, which will require modifications. She asked Mr. McCarley to address the question.

Mr. McCarley explained the attorney fees under the distributor agreement is to forfeit the contract with the City for a contingency fee with a maximum amount of 15 percent. They must request attorneys' fees from the MDL Judge and the maximum they can recover is 4 percent.

Mr. McCarley said this is a great deal for the City. They also must apply to a separate fund to cover their costs. The City will not pay one penny of its allocated funds in attorney fees for this settlement. The numbers provided are net to the City.

Councilor Lindell asked who pays the City's attorney fees.

Mr. McCarley explained the fees were taken off the top and a fund was created by the MDL judge. Because there are many jurisdictions throughout the country that did not pursue the litigation, they did not want them to receive a windfall for not hiring attorneys. And they did not want a city, i.e., Santa Fe, to be punished for hiring attorneys. He said, "We believe it is fair."

Councilor Rivera asked if the agreement stipulates how the money could be spent.

Mr. McCarley said the money must be spent on the abatement of the epidemic. Most states placed requirements on the 15/70/15 abatement fund. Restrictions in the agreement are to be used to abate the epidemic, but it is not as restricted as other models. They could look at that, it is an exhibit in the agreement. Ms. McSherry has a copy she could share.

Ms. McSherry noted the agreement is available for review and is on the agenda.

Mayor Webber said it was good to stipulate where the funds are directed.

Mr. McCarley said the 70% abatement fund under 15/70/15, must be applied for every year. With this, the funds automatically come to the City each year.

MOTION: **Councilor Romero-Wirth moved, seconded by Councilor Rivera, to approve the updated Master Settlement Agreement 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, and Councilor Villarreal.

Against: None

Ms. McSherry said they will provide further updates on the litigation as it occurs.

Mayor Webber thanked Ms. McSherry and Mr. McCarley. He asked that the Council be kept informed as this goes forward.

10. ADJOURN

Having completed the agenda and with no further business to come before the Governing Body, the meeting was adjourned at 12:34 p.m.

Approved by:

Mayor Alan Webber

ATTESTED TO:

Kristine Bustos Mihelcic, City Clerk

Respectfully submitted by:

Carl G. Boaz, Council Stenographer

City of Santa Fe, New Mexico
Memorandum

DATE: November 8, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ
Shirlene Sitton, Environmental Services Division Director SS

FROM: Lawrence Garcia, ESD Maintenance Manager LG

ITEM AND ISSUE:
Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $879,068 for Residential Recycling and Waste Collection Services; Bruckner's Truck Sales, Inc. via the Cooperative Education Services; Lawrence Garcia, ESD Maintenance Manager, (lmgarcia@santafenm.gov).

BACKGROUND AND SUMMARY:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. ESD replaced four vehicles within FY21, three replacements and one addition.

ESD is requesting to replace two residential trucks, with the current high price of steel the truck cost came in much higher within FY22, and is showing signs of additional increases. Bruckner's was the only truck vendors that would provide price quotes for the collection vehicles via the Cooperative Education Services Contract with a build time of 300 days from receipt of a purchase order, and at a higher cost.

ESD requested and was approved within the FY22 budget to purchase two automated side load vehicles (ASL) for residential collections for a total budgeted amount of $747,278. Price for two collection vehicles came in at $879,068, a difference of $131,790 from what was budgeted. The built time for these vehicles is 300 days from receipt of purchase order and notice to proceed. The collection vehicles which are proposed for replacement are:

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt Model 320 CNG Auto Side Loader	Replacement	Asset #54613-a 2012 Peterbilt ASL	$440,034
Peterbilt Model 320 CNG Auto Side Loader	Replacement	Asset #54614-a 2012 Peterbilt ASL	$439,398
Total Amount			$879,068

Both the 2012 Peterbilt are ten years old and has surpassed its useful life and would need extensive work to make this truck operational. Both are being replaced with CNG vehicles, which is important in

meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago.

PROCUREMENT METHOD:
The procurement method is from Bruckner's Truck Sales Inc. via the Cooperative Education Services, RFP 2020-31B, Contract #2020-31B-C106 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:
Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:
The Division budgeted and was approved for these vehicle replacements in FY 22 operating budget for a total amount of $747,278, the additional $131,790 is requested from fund 510 cash balance.
The funding source is:

Fund Name/Number: Environmental Services Division/510
Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335
Munis Object Name/Number: Vehicles >1.5 /57100

Fund Name/Number: Environmental Services Division/510 Enterprise Cash Balance

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Environmental Services	11/8/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Vehicle > 1.5	5100334	571000	Purchase of Capital Assets	65,259	
Vehicle > 1.5	5100335	571000	Purchase of Capital Assets	66,531	
REVENUES				{enter as negative #}	{enter as positive #}
N/A					
				$ 131,790	$ -

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

Budget increase from fund 510 cash balance; Environmental Services Division Enterprise fund, for the purchase of two Residentail Collection Vehicles; Increase due to higher steel pricing.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Lawrence Garcia — 11/8/2021
Prepared By {print name} — Date

Shirlene Sitton (Oct 15, 2021 09:41 MDT) — 10/15/21
Division Director Signature {optional} — Date

Shannon Jones (Oct 15, 2021 11:49 MDT) — 10/15/21
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 (Oct 15, 2021 16:10 MDT) — 10/15/21
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Education Services via Bruckner's Truck Sales, Inc.

Procurement Title: Medium and Heavy Trucks, Truck Bodies, Accessories, Parts and Service

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 Utilities Staff Name Lawrence Garcia

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: _____

Lawrence Garcia Lawrence Garcia ESD Maintenance Manager 11/8/2021
Lawrence Garcia (Oct 13, 2021 14:44 MDT)
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.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # _____

Contractor: **Cooperative Education Services via Bruckner's Truck Sales, Inc.**

Description: **Purchase of collection vehicles via a Cooperative Purchase Agreement #2020-31B-C106**

Contract ☐ Agreement ☑ Lease / Rent ☐ Amendment ☐

Term Start Date: **July 17, 2020** Term End Date: **July 17, 2024**

☑ Approved by Council Date: **To Be Determined**

Contract / Lease: **Contract Coopeartive Education Services #2020-31B-C106**

Amendment # **N/A** to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: **N/A**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Cooperative Educational Service Contract Via Bruckner's Truck Sales, Inc. for the sale of Medium and heavy duty trucks, truck bodies, accessories, parts and services. Initial RFP 2020-31B was awarded on July 17, 2020; Contract addendum I was completed on March 1, 2021. Contract number is 2020-31B-C106-ALL

3. **Procurement History:** **Second year of a four year contract**

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. **Funding Source:** **Fund 510 including portion from Cash Balan** **Org / Object:** **5100334,5100335,57100**

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: _____

Staff Contact who completed this form: **Lawrence Garcia** Phone # **505-955-2241**

Email: **lmgarcia@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Bruckner Truck Sales, Inc.
CES Quote

Date:	October 7, 2021

CUSTOMER INFORMATION			EQUIPMENT INFORMATION	
Name:	City of Santa Fe		Stock #:	Factory Order
Name:				
Address:	1142 Siler Rd.		Year:	2023
CSZ:	Santa Fe, NM 87507		Make:	AUTOCAR
Phone:	505-955-2241	Cell:	Model:	ACX64
Fax:		Contact:	VIN:	
Email:	lmgarcia@santafenm.gov		Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins ISX12N	Wheelbase:	210"
Horsepower:	350HP	Frame:	High Strength
Engine Brake:	None	Interior Trim:	Cloth
Transmission:	Allison 4500 RDS 6spd	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	20,000lb	Tire Size:	
Rear Suspension:	Hendrickson HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: White with Bue & Black Stripes
CES Contract - Bruckners 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	$435,480.00	$435,480.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity	1			
OTHER CHARGES:				
Federal Retail Excise Tax				
Excise Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type:		4,554.00	4,554.00
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			$440,034.00	$440,034.00

Dealer Signature: _____ Customer Signature: _____

Date: 10/7/2021 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Bruckner Truck Sales, Inc.
CES Quote

Date:	October 7, 2021

CUSTOMER INFORMATION			EQUIPMENT INFORMATION	
Name:	City of Santa Fe		Stock #:	Factory Order
Name:				
Address:	1142 Siler Rd.		Year:	2023
CSZ:	Santa Fe, NM 87507		Make:	AUTOCAR
Phone:	505-955-2241	Cell:	Model:	ACX64
Fax:		Contact:	VIN:	
Email:	lmgarcia@santafenm.gov		Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins ISX12N	Wheelbase:	210"
Horsepower:	350HP	Frame:	High Strength
Engine Brake:	None	Interior Trim:	Cloth
Transmission:	Allison 4500RDS 6spd	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	46,000lb	Tire Size:	
Rear Suspension:	Hendrickson HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: P3305EW Blue
CES Contract - Bruckners 2020-31B-C106-ALL

		Each	Multiple Total
Trade-In Information:	Trade 1: Trade 2:	$434,844.00	$434,844.00
Allowances:		-	
VIN:			
Year:			
Make:			
Model:			
Payoff:		-	
Quantity	1		
OTHER CHARGES:			
Federal Retail Excise Tax			
Excise Tax, Title, and License Fees (Estimated):			-
Purchase Coverage	Type: _____	4,554.00	4,554.00
Insurance	Type: _____		-
VRS Temp Tag and Doc Fees:			-
Cash Down Payment:			
TOTAL:		$439,398.00	$439,398.00

Dealer Signature: _____ Customer Signature: _____

Date: 10/7/2021 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109
Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
22058
Quoted 9/15/2021

Bill To
BRUCKNER'S TRUCK SALES, INC.
8101 DAYTONA RD. NW
ALBUQUERQUE, NM 87121

Ship To
8101 DAYTONA RD NW
ALBUQUERQUE, NM 87121

Contact
RYAN LINSON

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
				TMM 9/15/2021		Net 30

Product	Description	Ordered	Price	Amount
AMREP HARDOX AUTOMATED SIDE LO		1.00	176,995.79	$176,995.79
5 YEAR WARRANTY ON BODY		1.00	29,750.00	$29,750.00

TRUCK DEALER TO DROP SHIP AND PICK UP
TRUCK FROM AMREP
120 DAYS AFTER RECEIPT OF CHASSIS

BODY MODEL: AMHASLTPO19
Furnish and Install:One (1) Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material:Packer
Hopper Sides:4mm Hardox AR450, 175,000 PSI Steel;Dual Blade Packer System, Low Packer Blade and Follower
Body Lower:1/8" Hardox AR450, 175,000 PSI Steel;Wear Plates:2/16" Hardox AR450, 175,000 PSI Steel
Body Upper:1/8" Hardox AR450, 175,000 PSI Steel;Lighting:Amber Beacon, Low on Rear Door, Packer Light
PTO:Transmission Mounted PTO and Gear Pump;3 Strobe Box Lights
Clamp:60-60-90 Gallon Container Capacity
Controls:Single Joystick In Cab RH Side, Rocker Switch Controls RH Driver Door
Paint:Single Color - Body to Match Cab, Unless Otherwise Noted;Color Code:Default
Additional Items:Broom & Shovel Mounted on Body Shell;Camera(s):Rear Camera Bracket *Only*
Fire Extinguisher 20lb on Tandem Fender
Body Service Hoist;Chassis Must be RH or Dual Drive with Amrep ASL Body

TOOL BOX, STEEL FRAME MOUNT 36"
PETERSON 4 LIGHT STROBE PACKAGE, 4 CORNERS
HYDRAULIC HOPPER COVER
SPILL KIT, 5 GAL BUCKET WITH MOUNTING BRACKET

80 DGE CNG ROOF MOUNTY FUEL SYSTEM
MIDWEST AUTO- LUBE SYSTEM
INSTALLATION OF DEALER SUPPLIED CAMERA
STANDARD 1 YEAR WARRANTY
RETURN INLINE OIL FILTER & 20 LB FIRE EXTINGUISHER
PAINT ONE COLOR SOLID BLUE INCLUDED IN PRICE

TRUCK DEALER IS RESPONSIBLE FOR CNG WARRANTY
ADD STRIPES TO BODY - NO EXTRA CHARGE

Sub-total $206,745.79

Quote Good for 30 Days

Total $206,745.79

DocuSign Envelope ID: D42E5709-0D6F-42B6-89A1-C6AB987E5A33

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Evan Smith
Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Your New Mexico Purchasing Cooperative
CES
Since 1979

Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services
OF NM

David Chavez
Printed Name

By: David Chavez

Title: Executive Director

BRUCKNER TRUCK CENTERS

Evan Smith
Printed Name

By: [signature]

Title: GM

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021
ISSUE NO. 7s Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. via the Cooperative Education Services in the total amount of $879,068. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov) **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 11/10/2021 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		

City of Santa Fe, New Mexico
Memorandum

DATE: November 8, 2021

TO: Governing Body
Finance Committee
Public Utilities/Public Works Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Shannon Jones, Public Utilities Director SJ
Shirlene Sitton, Environmental Services Division Director SS

FROM: Lawrence Garcia, ESD Maintenance Manager LG

ITEM AND ISSUE:
Request for the Approval of the Purchase of Two Automated Side Load Collection Vehicles in the Total Amount of $879,068 for Residential Recycling and Waste Collection Services; Bruckner's Truck Sales, Inc. via the Cooperative Education Services;

1. Request approval of the BAR in the amount of $131,790.

Lawrence Garcia, ESD Maintenance Manager, (lmgarcia@santafenm.gov).

BACKGROUND AND SUMMARY:
Solid Waste collection vehicles have a useful life of seven to ten years. The Environmental Services Division (ESD) has implemented a regular yearly truck replacement schedule, averaging six vehicles per year. ESD replaced four vehicles within FY21, three replacements and one addition.

ESD is requesting to replace two residential trucks, with the current high price of steel the truck cost came in much higher within FY22, and is showing signs of additional increases. Bruckner's was the only truck vendors that would provide price quotes for the collection vehicles via the Cooperative Education Services Contract with a build time of 300 days from receipt of a purchase order, and at a higher cost.

ESD requested and was approved within the FY22 budget to purchase two automated side load vehicles (ASL) for residential collections for a total budgeted amount of $747,278. Price for two collection vehicles came in at $879,068, a difference of $131,790 from what was budgeted. The built time for these vehicles is 300 days from receipt of purchase order and notice to proceed. The collection vehicles which are proposed for replacement are:

New Vehicle	Replacement/Addition	Replacement Unit	Purchase Cost
Peterbilt Model 320 CNG Auto Side Loader	Replacement	Asset #54613-a 2012 Peterbilt ASL	$440,034
Peterbilt Model 320 CNG Auto Side Loader	Replacement	Asset #54614-a 2012 Peterbilt ASL	$439,398
Total Amount			$879,068

Both the 2012 Peterbilt are ten years old and has surpassed its useful life and would need extensive work to make this truck operational. Both are being replaced with CNG vehicles, which is important in

meeting our goal of lowering carbon emissions by completing the transition of our fleet to cleaner burning fuel, and utilizing the new CNG slow-fill station completed one year ago.

PROCUREMENT METHOD:
The procurement method is from Bruckner's Truck Sales Inc. via the Cooperative Education Services, RFP 2020-31B, Contract #2020-31B-C106 (All Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services).

CONTRACT NUMBER:
Cooperative Education Services Munis vendor number 3553.

FUNDING SOURCE:
The Division budgeted and was approved for these vehicle replacements in FY 22 operating budget for a total amount of $747,278, the additional $131,790 is requested from fund 510 cash balance.
The funding source is:

Fund Name/Number: Environmental Services Division/510
Munis Org Name/Number: Residential Recycling/5100334 and Residential Collections/5100335
Munis Object Name/Number: Vehicles >1.5 /57100

Fund Name/Number: Environmental Services Division/510 Enterprise Cash Balance

AJH
AJH

ACTION REQUESTED:
Environmental Services respectfully requests your review and approval.

Attached Procurement Packet

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities/Environmental Services	11/8/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Vehicle > 1.5	5100334	571000	Purchase of Capital Assets	65,259	
Vehicle > 1.5	5100335	571000	Purchase of Capital Assets	66,531	
REVENUES				{enter as negative #}	{enter as positive #}
N/A					
				$ 131,790	$ -

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

Budget increase from fund 510 cash balance; Environmental Services Division Enterprise fund, for the purchase of two Residentail Collection Vehicles; Increase due to higher steel pricing.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Lawrence Garcia — 11/8/2021
Prepared By {print name} — Date

Shirlene Sitton (Oct 15, 2021 09:41 MDT) — 10/15/21
Division Director Signature {optional} — Date

Shannon Jones (Oct 15, 2021 11:49 MDT) — 10/15/21
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 (Oct 15, 2021 16:10 MDT) — 10/15/21
Budget Officer — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Cooperative Education Services via Bruckner's Truck Sales, Inc.

Procurement Title: Medium and Heavy Trucks, Truck Bodies, Accessories, Parts and Service

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 Utilities Staff Name Lawrence Garcia

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: _____

Lawrence Garcia — Lawrence Garcia (Oct 13, 2021 14:44 MDT) — ESD Maintenance Manager — 11/8/2021
Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Duraway (Dec 1, 2021 15:15 MST) — Chief Procurement Officer — Dec 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 any resulting contract.

*

Bruckner Truck Sales, Inc.
CES Quote

Date: October 7, 2021

CUSTOMER INFORMATION			
Name:	City of Santa Fe		
Name:			
Address:	1142 Siler Rd.		
CSZ:	Santa Fe, NM 87507		
Phone:	505-955-2241	Cell:	
Fax:		Contact:	
Email:	lmgarcia@santafenm.gov		

EQUIPMENT INFORMATION	
Stock #:	Factory Order
Year:	2023
Make:	AUTOCAR
Model:	ACX64
VIN:	
Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins ISX12N	Wheelbase:	210"
Horsepower:	350HP	Frame:	High Strength
Engine Brake:	None	Interior Trim:	Cloth
Transmission:	Allison 4500 RDS 6spd	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	20,000lb	Tire Size:	
Rear Suspension:	Hendrickson HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: White with Bue & Black Stripes
CES Contract - Bruckners 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	$435,480.00	$435,480.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity	1			
OTHER CHARGES:				
Federal Retail Excise Tax				
Excise Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type:		4,554.00	4,554.00
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			$440,034.00	$440,034.00

Dealer Signature: _____ Customer Signature: _____

Date: 10/7/2021 Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed $50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.

Bruckner Truck Sales, Inc.
CES Quote

Date:	October 7, 2021

CUSTOMER INFORMATION			EQUIPMENT INFORMATION	
Name:	City of Santa Fe		Stock #:	Factory Order
Name:				
Address:	1142 Siler Rd.		Year:	2023
CSZ:	Santa Fe, NM 87507		Make:	AUTOCAR
Phone:	505-955-2241	Cell:	Model:	ACX64
Fax:		Contact:	VIN:	
Email:	lmgarcia@santafenm.gov		Salesperson:	Ryan Linson

EQUIPMENT SPECIFICATIONS			
Engine Make:	Cummins ISX12N	Wheelbase:	210"
Horsepower:	350HP	Frame:	High Strength
Engine Brake:	None	Interior Trim:	Cloth
Transmission:	Allison 4500RDS 6spd	Wheels Front:	Steel
Front Axle:	20,000lb	Wheels Rear:	Steel
Rear Axle:	46,000lb	Tire Size:	
Rear Suspension:	Hendrickson HMX460	Tire Front:	315/80R22.5
Ratio:	5.38	Tire Rear:	11R22.5

Chassis Includes the Following Local Extras:

PDI - Delivery Prep

36CY AMREP ASL - As Specified by MCT
5yr/200K Mile Cummins Engine Warranty
5yr Unlimted Mile Allison Transmission Warranty
5yr Meritor Drive Axle Warranty
Color: P3305EW Blue
CES Contract - Bruckners 2020-31B-C106-ALL

			Each	Multiple Total
Trade-In Information:	Trade 1:	Trade 2:	$434,844.00	$434,844.00
Allowances:			-	
VIN:				
Year:				
Make:				
Model:				
Payoff:			-	
Quantity	1			
OTHER CHARGES:				
Federal Retail Excise Tax				
Excise Tax, Title, and License Fees (Estimated):				-
Purchase Coverage	Type:		4,554.00	4,554.00
Insurance	Type:			-
VRS Temp Tag and Doc Fees:				-
Cash Down Payment:				
TOTAL:			$439,398.00	$439,398.00

Dealer Signature: _____ Customer Signature: _____

Date: 10/7/2021 Date: _____

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MCT, Inc.
7451 Pan American Freeway NE
Albuquerque, NM 87109
Phone (505) 345-8651
Fax (505) 345-2597
E-Mail mctindustries@mct-ind.com

Sales Quote
22058
Quoted 9/15/2021

Bill To	Ship To
BRUCKNER'S TRUCK SALES, INC. 8101 DAYTONA RD. NW ALBUQUERQUE, NM 87121	8101 DAYTONA RD NW ALBUQUERQUE, NM 87121

Contact
RYAN LINSON

Purchase Order	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
				TMM 9/15/2021		Net 30

Product	Description	Ordered	Price	Amount
AMREP HARDOX AUTOMATED SIDE LO		1.00	176,995.79	$176,995.79
5 YEAR WARRANTY ON BODY		1.00	29,750.00	$29,750.00

TRUCK DEALER TO DROP SHIP AND PICK UP
TRUCK FROM AMREP
120 DAYS AFTER RECEIPT OF CHASSIS

BODY MODEL: AMHASLTPO19
Furnish and Install:One (1) Amrep Hardox Automated Side Loader Full Push Out AMHASLTPO-19 on Your 3-Axle Cab & Chassis
See Standard Specification Sheet - 19' Elliptical Body Style - 36 Cubic Yard Capacity, Full Push-Out Ejection, PTO and Pump
Body Material:Packer
Hopper Sides:4mm Hardox AR450, 175,000 PSI Steel;Dual Blade Packer System, Low Packer Blade and Follower
Body Lower:1/8" Hardox AR450, 175,000 PSI Steel;Wear Plates:3/16" Hardox AR450, 175,000 PSI Steel
Body Upper:1/8" Hardox AR450, 175,000 PSI Steel;Lighting:Amber Beacon, Low on Rear Door, Packer Light
PTO:Transmission Mounted PTO and Gear Pump; Strobe Box Lights
Clamp:60-60-90 Gallon Container Capacity
Controls:Single Joystick In Cab RH Side, Rocker Switch Controls RH Driver Door
Paint:Single Color - Body to Match Cab, Unless Otherwise Noted;Color Code:Default
Additional Items:Broom & Shovel Mounted on Body Shelf;Camera(s):Rear Camera Bracket *Only*
Fire Extinguisher 20lb on Tandem Fender
Body Service Hoist;Chassis Must be RH or Dual Drive with Amrep ASL Body

TOOL BOX, STEEL FRAME MOUNT 36"
PETERSON 4 LIGHT STROBE PACKAGE, 4 CORNERS
HYDRAULIC HOPPER COVER
SPILL KIT, 5 GAL BUCKET WITH MOUNTING BRACKET

80 DGE CNG ROOF MOUNTY FUEL SYSTEM
MIDWEST AUTO- LUBE SYSTEM
INSTALLATION OF DEALER SUPPLIED CAMERA
STANDARD 1 YEAR WARRANTY
RETURN INLINE OIL FILTER & 20 LB FIRE EXTINGUISHER
PAINT ONE COLOR SOLID BLUE INCLUDED IN PRICE

TRUCK DEALER IS RESPONSIBLE FOR CNG WARRANTY
ADD STRIPES TO BODY - NO EXTRA CHARGE

Sub-total	$206,745.79
Total	$206,745.79

Quote Good for 30 Days

DocuSign Envelope ID: D42E5709-0D6F-42B6-89A1-C6AB987E5A33

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Evan Smith
Bruckner Truck Sales, Inc.
8101 Daytona Rd NW
Albuquerque, NM87121

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31B for CES Contract # 2020-31B-C106-ALL - Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Services

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31B solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

Your New Mexico Purchasing Cooperative
CES
Since 1979

Contract Addendum I
CES Contract # 2020-31B-C106-ALL
Medium and Heavy Duty Trucks, Truck Bodies, Accessories, Parts and Service

Date: March 1, 2021

To: BRUCKNER TRUCK CENTERS OF NM

RE: Amending the CES Terms and Conditions for Direct Purchase:

This Amendment I is issued to incorporate the CES Direct Purchase Program for those Vendors that are participating in the program. Therefore, Amendment I is to supplement, the following for the procurement file and with immediate effect, to the CES Terms and Conditions.

The following sections are Amended as follows:

Administrative Fee: CES' one point two five percent (1.25%) administrative fee must be included in the Offeror's net price for all services and deliverables (material, labor rates, reimbursable and other fees/charges) that are invoiced to CES' member. The CES administrative fee will be paid by the Offeror to CES once payment is received from the CES Member/Participating Entity according to the payment schedule established by CES, if awarded a contract. In the event that an alternative pricing method is approved by CES, then CES will determine the administrative fee amount and payment arrangements.

Ordering Process - Direct Purchase: For CES Direct Purchase the Member/Participating Entity makes their purchase order (PO) out to the Offeror and sends it to CES for contract compliance. CES will stamp the PO "Approved" and will forward the PO to the Offeror. This will serve as the "authorization" for the Offeror to proceed with the purchase. Offeror will invoice the Member/Participating Entity directly and collect payment. Offeror will remit to CES the CES administrative fee on a monthly basis according to the payment schedule established by CES.

Payment by CES – This section is deleted in its entirety.

Progress Payments: Under this solicitation (RFP), CES, its Members, and Participating Entities may allow progress payments to be made on goods and/or services received and accepted under the following conditions:

1. The Member or Participating Entity and the Offeror agree to the terms and milestones of the project for progress payments in writing prior to issuing a purchase order to the Offeror.
2. The quote or proposal in which the purchase order is based must clearly identify and describe the amount(s) to be paid and the date(s) payment(s) are to be made for the service or goods delivered.
3. The Member or Participating Entity will provide a method or criteria of verifying progress payment.
4. The Offeror must obtain from the Member or Participating Entity written documentation identifying work completed and goods received to be submitted with progress payment request.
5. Payments will be made after actual goods and/or services are verified, received and accepted by the Member or Participating Entity.
6. Payments will be made in full compliance with Member or Participating Entity local administrative procedures, policies and any/all other applicable state rules, regulations and statutes.
7. If the estimate of work/and or goods received are not approved and certified by the Member or Participating Entity can withhold an amount from the progress payment that reasonably represents the deficiency identified in the Offeror's payment request. In such cases, the Offeror agrees to hold CES harmless for any deficiency of payment.
8. Acceptance of final payment is a waiver of all claims, except unsettled claims previously made in writing.

Agreed effective the above date:

Cooperative Educational Services
OF NM

David Chavez
Printed Name

By: _____

Title: Executive Director

BRUCKNER TRUCK CENTERS

EVAN SMITH
Printed Name

By: _____

Title: GM

Signature: Andy Hopkins
Andy Hopkins (Nov 30, 2021 10:38 MST)

Email: ajhopkins@santafenm.gov

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request for Approval to Purchase Two Automated Side Load Collection Vehicles for Residential Recycling Waste Collection Services with Bruckners Truck Sales, Inc. via the Cooperative Education Services in the total amount of $879,068. (Lawrence Garcia, ESD Maintenance Manager, lmgarcia@santafenm.gov)

1) Request for Approval of a Budget Adjustment Resolution (BAR) in the amount of $131,790 from Fund 510 Cash Balance for the purchase of two Residential Collection Vehicles.

Committee **Review:**
Public Works and Utilities Committee: 11/08/2021
Finance Committee: 01/03/2022
Governing Body: 01/12/2022

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

City of Santa Fe, New Mexico
Memorandum

DATE: **December 2, 2021**

TO: **Public Works/Utilities Committee, Finance Committee, Governing Body**

VIA: **Regina Wheeler, Public Works Director** RW
Sam Burnett, Facilities Division Director SB

FROM: **Caryn Grosse, Facilities Project Administrator Sr** CG

ITEM AND ACTION:
Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, clgrosse@santafenm.gov

BACKGROUND AND SUMMARY:
In June 2021, City of Santa Fe approved a contract with Pluma, LLC, to utilize funding from the State Legislature for improvements at Municipal Court including replacing the roof, 10 cooling units, window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

The original contract term was through December 31, 2021, however, supply chain issues affecting the availability of certain materials, such as roofing, have contributed to delays in the schedule. As of the date of this memo, the roof is approximately 85% complete. The contractor has already obtained the new cooling units and those units will be installed when the roof is completed. Window actuators and controls, fence and gates are expected to install in January, with completion anticipated in early February. Staff is requesting an extension of term to December 31, 2022.

COMMITTEE SCHEDULE:

Public Works/Utilities Committee	12/13/2021
Finance Committee	1/3/2022
Governing Body	1/12/2022

PROCUREMENT METHOD:
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2022.

CONTRACT NUMBER:
The Munis contract number is 3202658.

FUNDING SOURCE:
Project # FA320C Muni Court Repair-2020
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

ATTACHMENTS:
Amendment #1
Original Contract Packet
Project Schedule-revised
Statewide Price Agreement
Certificate of Insurance
Business License
Summary of Contracts
Procurement Checklist

Item#_____
Munis Contract# 3202658

CITY OF SANTA FE
AMENDMENT No. 1 TO
SERVICE AGREEMENT
ITEM# 21-0273

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE SERVICE AGREEMENT, dated June 16, 2021, (the "Agreement"), between the City of Santa Fe (the "City") and PLUMA, LLC. (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 roof replacement, installation of new downdraft cooling units, replacement of window actuators and controls, and installation of fence and gates with controls for employee parking lot, as described in Article 2 of the agreement.

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. TERM:

Article 5 of the Agreement is hereby deleted in its entirety and substitute the following Article 5 in its place:

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

through 152.

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, MAYOR

DATE:_____

CONTRACTOR: PLUMA, LLC

VP of opps

_____
CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 11/30/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

_____
KRISTINE BUSTOS-MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Nov 30, 2021 13:40 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020)
MUNIS Org/Object AH
AH

City of Santa Fe, New Mexico
Memorandum

DATE: **May 7, 2021**

TO: **Governing Body, Finance Committee, Public Works/Utilities Committee**

VIA: **Regina Wheeler, Public Works Director** RW

FROM: **Caryn Grosse, Facilities Project Administrator** CG

ITEM AND ACTION:
Request for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 955-5938, clgrosse@santafenm.gov

BACKGROUND AND SUMMARY:
City of Santa Fe recently approved a State of New Mexico General Fund Grant Agreement for the project at the Municipal Court to replace the roof, 10 cooling units, and window actuators and controls (which aid in cooling and ventilation), and install fence and gates to secure the employee parking lot. These measures will improve comfort for staff and public, protect the building from further damage due to roof leaks, and improve security for staff.

The legislative language for the project is:

20-E2740, $363,700.00 Appropriation Reversion Date: 30-JUN-24
Laws of 2020, Chapter 81, Section 35, Para. 396, Three Hundred Sixty Three Thousand Seven Hundred Dollars ($363,700.00) to plan, design, construct, furnish and equip renovations, including air conditioning and roof repairs, to the municipal court in Santa Fe, In Santa Fe County. After Arts in Public Places (AIPP) deduction of 1% ($3,637.00), the net grant amount is **$360,700.00.** The bulk of this appropriation will be spent on roofing and HVAC. In 2019, the State Legislature awarded the City $117,000 to install bulletproof windows in the municipal at the customer service windows in the lobby. The grant number was 19-D3204.

PROCUREMENT METHOD:
The procurement method is via NM Statewide Price Agreement (SWPA) # 00-00000-20-00110 General Construction Services – Statewide, which expires on June 30, 2021.

SCHEDULE:

Public Works/Utilities Committee	5/24/2021 (Deadline 5/12/2021)
Finance Committee	6/1/2021
Governing Body	6/9/2021

CONTRACT NUMBER:
The FY20 Munis contract number is 3202658.

FUNDING SOURCE:
Project # FA320C Muni Court Repair-2020
Fund Name/Number: Facilities/320
Munis Org Name/Number: Facilities CIP/3209980
Munis Object Name/Number: WIP Construction/572970

Clerks Item # **21-0273**
Munis Contract # 3202658

City of Santa Fe Contract
Services

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Pluma, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Agreement and the price for each. Product and service descriptions may be amended with the prior approval of the Agreement Administrator. New products and services shall not be added to the Products and Services Schedule.

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

C. "You" and "your" refers to **Pluma, LLC**. "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

A. The Contractor shall perform the following work at City of Santa Fe Municipal Court, located at 2511 Camino Entrada, Santa Fe, NM 87507, as described in Proposal 21-2077 (Exhibit A attached hereto):

1) Replace roof and install new downdraft cooling units.
2) Replace window actuators and controls.
3) Install fence and gates with controls for employee parking lot.

3. **Compensation**

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

Deliverable item:		U/I (unit of issue)		Price
01	Roof and Cooling Units	EA		$ 136,550.00
02	Window Actuators and Controls	EA		$ 88,404.36
03	Fence and Gates	EA		$ 55,788.00
			Subtotal	$ 280,742.36
			NMGRT	$ 23,687.64
			Total	$ 304,430.00

Unanticipated Cost Overruns:		U/I (unit of issue)	Price
01	10% Unanticipated Cost Overrun*		$ 30,443.00

*In the event the project exceeds the deliverable amount, the City, at its discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to 10% of the project cost.

The total compensation under this Agreement shall not exceed $334,873.00 including New Mexico gross receipts tax.

4. **Payment Provisions**

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

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

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2021. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Vendor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the City due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence

of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of 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 Vendor 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 Vendor/Contractor certifies the Vendor/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 Vendor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Vendor 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. Vendor 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. 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.

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. **Notification**

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

To the City:
Caryn Grosse, Project Administrator
City of Santa Fe
2651 Siringo Road, Building E
PO Box 909
Santa Fe, NM 87504-0909
505-955-5938 (o), 505-795-2471 (m)
clgrosse@santafenm.gov

To the Contractor:
Christopher Pacheco, Managing Member
Pluma, LLC
6301 4th Street NW, Suite 1
Albuquerque, NM 87107
505-345-0755 (o)
chris@plucys.com

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

42. **Succession**

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

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

CITY OF SANTA FE:

Alan Webber (Jun 16, 2021 13:45 MDT)

ALAN WEBBER,
MAYOR

DATE: Jun 16, 2021

CONTRACTOR: PLUMA, LLC

CHRISTOPHER PACHECO,
MANAGING MEMBER

DATE: 5/5/2021
CRS# 02-963775-00-9
Registration # 222373

ATTEST:

Kristine Mihelcic
Kristine Mihelcic (Jun 16, 2021 21:48 MDT)

KRISTINE BUSTOS-MIHELCIC,
CITY CLERK
GB MTG 06/09/21

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 3, 2021 08:00 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero, Assistant Finance Director
Alexis Lotero, Assistant Finance Director (Jun 16, 2021 13:12 MDT)

MARY MCCOY,
FINANCE DIRECTOR

3209980.572970 (Project # FA320C Muni Court Repair-2020) AJH
MUNIS Org/Object

Pluma, LLC
6301 4th St NW, Ste 1
Albuquerque, NM 87107
(505) 345-0755
chris@plucys.com
http://www.plucys.com

Estimate

ADDRESS
City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

SHIP TO
City of Santa Fe
2511 Camino Entrada
Santa Fe, NM 87507

ESTIMATE # 21-2077
DATE 04/28/2021
EXPIRATION DATE 06/28/2021

ACTIVITY	QTY	RATE	AMOUNT
Statement of Work GC will demo 10 existing downdraft AC units and reinstall 10 new downdraft aero cool M#TD6801C6800 units. GC will install new units to existing ductwork on roof, seal new units to ductwork and mount with new logs. Install new 1 Hp 2 stage motors on all units, connect new waterline to existing water supply. Start up new units and test for proper function, haul off old units. GC will remove all loose gravel and counter flashing on all flat portions of existing roof to include above entry to main parking lot. GC will install a mechanically attached TPO roof system and will reseal all metal coping on window with a silicone system to prevent further leaking. GC will refresh overall the metal roof sections to include resealing any and all penetration's and fasteners.		0.00	
Superintendent/Foreman			12,800.00T
Mechanical			41,250.00T
Roofing			82,500.00T
Statement of Work GC will demo 45 window actuators and replace with a new replacement model to include new control pads.			
Superintendent/Foreman			10,125.00T
Labor			21,600.00T
Materials Window Actuators, Control Panels, Wire, Misc. Fasteners			47,799.42T
Rental(s) 2 - 35' Scissor Lifts			4,100.00T
ST&C Small Tools & Consumables			4,779.94T
Statement of Work GC will supply and install approx. 160 ft of 7ft tall curved top ornamental iron fence. Panels will have three 1 1/2" rails with 3/4" speared cured top pickets. GC will supply and install two 4'7" walk thru gates, two 14'x7' single swing gates. GC will supply and install two lift master CSW240L swing gate operators with card reader access and free exit loops.		0.00	
Superintendent/Foreman			3,200.00T
Line Item Quote American Fence			52,588.00T

Terms and Exclusions
This a firm, fixed contract price. Work performed on this contract will not be converted to time and materials.

Work is limited to that described in the Statement of Work (SOW) above. Materials are limited to those materials listed above. Any changes or additions to the SOW or materials list will require a change to this estimate, signed by the property owner. Terms are 50% upon estimate signature, and 50% upon completion (COD). Contractor is not responsible for any pre-existing conditions or any work not outlined in the SOW above. 1 year labor and materials warranty.

SUBTOTAL	280,742.36
TAX (8.4375%)	23,687.64
TOTAL	**$304,430.00**

Accepted By

Accepted Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202658**

Contractor: **Pluma, LLC**

Description: **Request for Approval of Service Contract in the Total Amount of $334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

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

Term Start Date: **upon approval** Term End Date: **December 31, 2021**

[ ] Approved by Council Date: _____

Contract / Lease: **Original Contract**

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:** **SWPA 00-00000-20-00110 General Construction Services - Statewide**

Fran Delaway (May 10, 2021 17:08 MDT) May 10, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Issued through a SWPA

4. **Funding Source:** **FA320C Muni Court Repair-2020** **Org / Object:** **3209980.572970**

Andy Hopkins (May 10, 2021 16:23 MDT) May 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Caryn Grosse** Phone # **955-5938**

Email: **clgrosse@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court

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 on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

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: _____

Caryn Grosse — Facilities Project Administrator — , 2020

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (May 10, 2021 17:08 MDT) — Chief Procurement Officer — May 10, 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.

*

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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:

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

(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

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

CRS Number: 02963775009

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

License Type: Business License - Renewable

Issued Date: May 06, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 06, 2022

Fees Paid: $10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/07/2021

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

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

PRODUCER	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Pluma, LLC, DBA: Pluma Construction Systems 6301 4th St, NW Suite 1 Albuquerque NM 87107	INSURER A : Donegal Insurance Group	13692
	INSURER B : Builders Trust of New Mexico	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2020-2021 Multi **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:			CPT9304970	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							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 [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9063215	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXL9304970	06/01/2020	06/01/2021	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	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		WC-100-0006343-2021A	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 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 - PUBLIC WORKS
120 S. FEDERAL PL #305
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

Susan J. Vance

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INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

PERFORMANCE BOND
(NEW MEXICO - PUBLIC WORKS)

Bond Number: CNB-38835-00

KNOW ALL MEN BY THESE PRESENTS:

THAT, Pluma, LLC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($ 334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 13-4-18 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company P.O. Box 2683 Waco, TX 76702-2683	Or	Insurors Indemnity Company 225 South Fifth Street Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

   A) Taking over the work; or
   B) Financing the Principal; or
   C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
   D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Obligee must give the Surety the written notice of default stated above no later than one (1) year from the date of the earliest to occur of the following: (i) the date of any abandonment of the Contract; (ii) the date final payment is made to the Principal under the Contract; or (iii) the date the Principal last performed Work under the Contract. Any default declared or claim made by the Obligee outside this timeframe is not covered by this Bond.

PROVIDED FURTHER, that no right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein. No suit shall be filed on this bond after one year from the earliest date in sections (i)-(iii) of the preceding paragraph, nor may suit be brought other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, and not elsewhere; provided, however, if the limitation or period of time to make claims herein are prohibited by any law, then such limitation or period of time shall be deemed to be amended so as to be equal to the minimum period of limitation or notice allowed by such law.

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 7th day of May, 2021.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: Pluma, LLC
(Seal)

By: _____ MANAGER
(title)

INSURORS INDEMNITY COMPANY
(Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

Bond verification: bonddept@insurorsindemnity.com

INSURORS INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

PAYMENT BOND
(NEW MEXICO - PUBLIC WORKS)

Bond Number CNB-38835-00

KNOW ALL PERSONS BY THESE PRESENTS:

THAT Pluma, LLC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of New Mexico and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto City of Santa Fe (hereinafter called the Obligee), in the amount of Three Hundred and Thirty-Four Thousand Eight Hundred and Seventy-Three Dollars and Zero Cents ($334,873.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the _____ day of _____, _____, for the construction of _____
3202658 Sana Fe Municipal Court, Replace roof, install cooling unit, replace window actuators & control, install fence & gates for employee parking lot.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, and shall pay all taxes due to the State of New Mexico arising out of construction services rendered under the Contract then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Sections 13-4-18 and 13-4-19 of Chapter 13 of New Mexico Statutes Annotated 1978 and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice of claim is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 7th day of May, 2021.

PRINCIPAL: Pluma, LLC (Seal)

By: _____ MANAGER
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY (Seal)

By: Christian B Downey
Christian B. Downey, Attorney-in-Fact

INSURORS
INDEMNITY COMPANIES

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** CNB-38835-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Christian B. Downey of the City of Albuquerque, State of NM

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

> Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sheri Carnes
Notary Public, State of Texas

Sherri Carnes
Notary Public, State of Texas
My Comm. Exp. 5/21/21
Notary ID 223699-7

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this day of May, 2021.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

INSURORS
INDEMNITY COMPANIES

Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

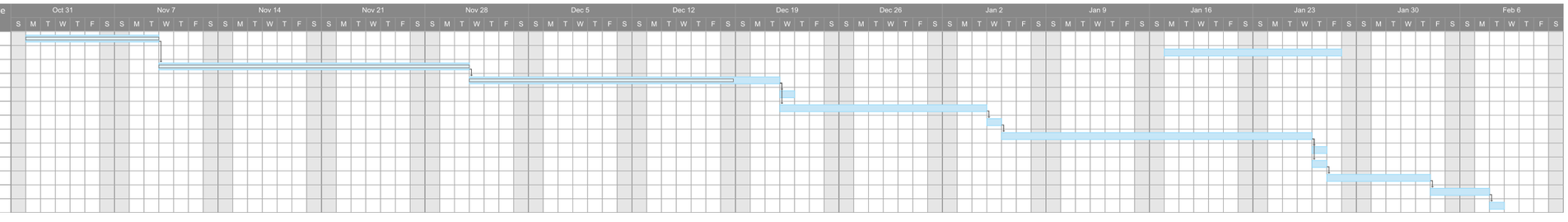
Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Santa Fe - Roof, HVAC, Actuators

	Task Name	% Complete
1	Mobilization	100%
2	Fencing	0%
3	Demo Roof	100%
4	Install Roof	85%
5	Progress Billing	0%
6	HVAC	0%
7	Progress Billing	0%
8	Window Actuators	0%
9	Walk Through	0%
10	Punch List	0%
11	Complete Punch List	0%
12	Close Out	0%
13	Final Billing	0%



DocuSign Envelope ID: EAF0C666-E7F4-43ED-9B8F-D22D98BA9906

GSD/PD (Rev. 01/11)

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**.:** **Three**

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) 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:

1.) **Awarded vendors are still required to charge the agency or local public body NM Gross Receipts Tax on all projects resulting from this Price Agreement. Gross Receipts Tax is to be a separate line-item on the quote and on all pay applications/invoices.**

2.) **For the section on Compensation Caps, the agency or local public body is not to include gross receipts tax on the four million dollar ($4,000,000) single project limit and the twelve million five hundred thousand dollar ($12,500,000) Price Agreement limit are exclusive of NM Gross Receipts Tax. These limits are for the services themselves and NM Gross Receipts Tax can be added to them.**

3.) **Agencies and local public bodies reporting to the State Purchasing Division, are to only report the total amount of labor plus materials without NM Gross Receipts Tax.**

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: 10/26/2021

Mark Hayden, New Mexico State Purchasing Agent

X This Amendment is signed on behalf of the State Purchasing Agent.

JDL MS

DocuSign

Certificate Of Completion

Envelope Id: EAF0C666E7F443ED9B8FD22D98BA9906
Status: Completed
Subject: Please DocuSign: 00-00000-20-00110 A003.doc
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Michael Saavedra
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Michael.Saavedra@state.nm.us
IP Address: 174.205.106.17

Record Tracking

Status: Original
10/26/2021 8:30:51 AM
Holder: Michael Saavedra
Michael.Saavedra@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
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	 Signature Adoption: Pre-selected Style Using IP Address: 73.127.219.222	Sent: 10/26/2021 8:46:30 AM Viewed: 10/26/2021 12:24:06 PM Signed: 10/26/2021 12:24:48 PM
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	 Signature Adoption: Pre-selected Style Using IP Address: 174.205.106.17	Sent: 10/26/2021 12:24:50 PM Viewed: 10/26/2021 1:31:11 PM Signed: 10/26/2021 1:32:01 PM
Valerie Paulk valerie.paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Signing Group: 35000 - State Purchasing Agent 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	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/26/2021 1:32:02 PM Viewed: 10/26/2021 1:36:41 PM Signed: 10/26/2021 1:37:24 PM

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	10/26/2021 8:46:30 AM
Certified Delivered	Security Checked	10/26/2021 1:36:41 PM
Signing Complete	Security Checked	10/26/2021 1:37:24 PM
Completed	Security Checked	10/26/2021 1:37:24 PM

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: 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

Date:3/31/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MS CF

Certificate Of Completion

Envelope Id: BCA8D71304BF4ED1B0932C3E0D419360
Status: Completed
Subject: Please DocuSign: SPD SPA
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Clarke Fountain
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
ClarkeJ.Fountain@state.nm.us
IP Address: 174.237.135.68

Record Tracking

Status: Original
3/31/2021 9:53:13 AM
Holder: Clarke Fountain
ClarkeJ.Fountain@state.nm.us
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
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)	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
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Michael Saavedra michael.saavedra@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	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
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Valerie Paulk valerie.paulk@state.nm.us State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	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
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	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

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

GSD/PD (Rev. 01/11)

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

Mark Hayden, New Mexico State Purchasing Agent

Date: 07/20/20

x **This Amendment was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

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	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

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	

DocuSign Envelope ID: 788799FE-DE50-4575-B5F4-3C03A6930CE9

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 ***

Certificate Of Completion

Envelope Id: 788799FEDE504575B5F43C03A6930CE9
Status: Completed
Subject: SPA 00-00000-20-00110 A001
Source Envelope:
Document Pages: 5
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Travis Dutton-Leyda
AutoNav: Enabled
13 Bataan Blvd
EnvelopeId Stamping: Enabled
Santa Fe, NM 87508
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
travis.dutton-leyda@state.nm.us
IP Address: 164.64.62.10

Record Tracking

Status: Original
7/20/2020 2:56:58 PM
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)	 Signature Adoption: Pre-selected Style Using IP Address: 174.237.5.131	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:36:49 PM Signed: 7/20/2020 3:36:53 PM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
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: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 2:58:20 PM Signed: 7/20/2020 2:58:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk valerie.paulk@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/20/2020 2:58:08 PM Viewed: 7/20/2020 3:16:54 PM Signed: 7/20/2020 3:17:14 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	7/20/2020 2:58:08 PM
Certified Delivered	Security Checked	7/20/2020 3:36:49 PM
Signing Complete	Security Checked	7/20/2020 3:36:53 PM
Completed	Security Checked	7/20/2020 3:36:53 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

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

Date: 6/26/2020

New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

JDL

DocuSign Envelope ID: CF0CAFC1-C847-48CD-B5CB-4BEFD91351D1

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/06/2021

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	CONTACT NAME: Susan Vance	
Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: svance@downeyandco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Donegal Insurance Group	13692
INSURER B : Builders Trust of New Mexico	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pluma, LLC, DBA: Pluma Construction Systems
6301 4th St, NW
Suite 1
Albuquerque NM 87107

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			CPT9304970	06/01/2021	06/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			CA9063215	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CXL9304970	06/01/2021	06/01/2022	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		WC-100-0006343-2021A	01/01/2021	01/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 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 - PUBLIC WORKS
120 S. FEDERAL PL #305
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

Susan J. Vance

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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: PLUMA CONSTRUCTION SYSTEMS
DBA: PLUMA CONSTRUCTION SYSTEMS

Business Location: 6301 4TH ST NW STE 7
ALBUQUERQUE, NM 87107

CRS Number: 02963775009

Owner: PLUMA CONSTRUCTION SYSTEMS

License Number: 222373

License Type: Business License - Renewable

Issued Date: May 06, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: May 06, 2022

Fees Paid: $10.00

PLUMA CONSTRUCTION SYSTEMS
6301 4TH ST NW STE 7
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

Contractor Name: Pluma, LLC

Procurement Title: Roof and HVAC Renovations at Municipal Court-Amendment #1

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 on Behalf of Municipal Court Staff Name Caryn Grosse, x5938

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

Caryn Grosse	Facilities Project Administrator Sr	12/2/2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Dec 6, 2021 14:48 MST)	Chief Procurement Officer	Dec 6, 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 # **3202658**

Contractor: **Pluma, LLC**

Description: **Amendment #1 to Services Agreement With Pluma, LLC, in the Total Amount of $334,873.00 for Roof, HVAC and Other Renovations at Municipal Court**

Contract [◉] Agreement Term [○] Lease / Rent [○] Amendment [X]

Start Date: **June 16, 2021** Term End Date: **December 31, 2021**

[☐] Approved by Council Date: _____

Contract / Lease:

Amendment # **1** to the Original Contract / Lease # **21-0273**

Increase/(Decrease) Amount $ **No Change**

Extend Termination Date to: **December 31, 2022**

[☐] Approved by Council Date: _____

Amendment is for: **Term Extension**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract # 21-0273, $334,873.00, approved by Council June 9, 2021, signed by Mayor June 16, 2021
Amendment # 1 to extend term of contract, no change in amount

3. **Procurement History:** **SWPA 00-00000-20-00110 General Construction Services - Statewide**

Fran Delaway (Dec 6, 2021 14:48 MST) Dec 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amend to extend current agreement with the City, using the SWPA.

4. **Funding Source:** **FA320C Muni Court Repair-2020** **Org / Object:** **3209980.572970**

Andy Hopkins (Dec 6, 2021 10:29 MST) Dec 6, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Caryn Grosse** Phone # **955-5938**

Email: **clgrosse@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Signature: J Samuel Burnett
J Samuel Burnett (Dec 3, 2021 08:57 MST)

Email: jsburnett@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Dec 3, 2021 10:46 MST)

Email: rawheeler@santafenm.gov

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 11/08/2021
ISSUE NO. 7f Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov **COMMITTEE SCHEDULE:** Public Works/Utilities Committee 12/13/2021 Finance Committee 1/3/2022 Governing Body 1/12/2022
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 01/03/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request Approval of Contract Amendment #1 to Extend the Term for the Approval of Service Agreement with Pluma LLC in the Total Amount of $334,873.00 for Roof, HVAC, and Employee Parking Security Measures; Caryn Grosse, 505-955-5938, clgrosse@santafenm.gov

COMMITTEE		SCHEDULE:
Public Works/Utilities	Committee	12/13/2021
Finance	Committee	1/3/2022
Governing Body 1/12/2022		

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

City of Santa Fe, New Mexico

memo

DATE: December 8, 2021

TO: Finance Committee
City Council

VIA: Kyra Ochoa, Community Health & Safety Department Director Kyra Ochoa (Dec 9, 2021 15:21 MST)

FROM: Maria E. Tucker, Library Director Maria Tucker

ITEM AND ISSUE:

Request to approve the State Library appropriation General Obligation Bond 2020 award of $171,276.71

BACKGROUND AND SUMMARY

The 2020 General Obligation (GO) Bond was passed by New Mexico citizens to benefit New Mexico libraries. The purpose of this award is to supplement local funding for library materials (books, periodicals, videos, audio, etc.), or for equipment and supplies that provide or enhance access to information for library patrons. No application was required to receive this award. We will receive this award because we meet State Library criteria as a public library in New Mexico. The award period ends June 30, 2024. A copy of the Budget adjustment request breaks down the amounts into accounts as we are allowed according to the terms and conditions of this award.

REVENUE	BUSINESS UNIT/LINE ITEM
$171,276.71	2510101.490230 Revenue: GO Bond for Libraries

EXPENDITURE	BUSINESS UNIT/LINE ITEM
$ 91,776.71	2510101.530700 Books Subscription periodicals
$ 19,500.00	2510101.530710 Software Subscriptions
$ 60,000.00	2510101.572400 Inventory Exempt Equipment

$171,276.71

RECOMMENDED ACTION:

The Library is requesting your review & recommendation to the Governing body to approve the Library 2020 GO BOND award in the amount of $171,276.71. Munis Contract#3201426 & Project ledger#LIB2025101. If you have any questions, please contact Maria Tucker, Library Director at 955-6788.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3201426

Contractor: **State of NM Department of Cultural Affairs**

Description: **2020 GO BOND for equipment, Library furniture, fixtures and supplemental Library resource acquisitions including print, non print, electronic information & Technology**

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: **1/2022** Term End Date: **06/30/2024**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:** **2020 GO BOND Acceptance**

Fran Dunaway (Dec 14, 2021 10:42 MST) Dec 14, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: exempt -bond received for Library

4. **Funding Source:** _____ **Org / Object:** 2510101.490230

Andy Hopkins (Dec 13, 2021 15:00 MST) Dec 13, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: _____ Phone # _____

Email: _____

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of NM Department of Cultural Affairs

Procurement Title: 2020 GO BOND

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 CM / Library Staff Name Maria E. Tucker

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:

Maria E. Tucker	Library Director	
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Dec 14, 2021 10:42 MST)	Chief Procurement Officer	Dec 14, 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.

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Health & Safety / Library	12/8/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Books, Subscriptions, Periodicals	2510101	530700	LIB25101	91,777	
Software Subscriptions	2510101	530710	LIB25101	19,500	
Inventory Exempt	2510101	572400	LIB25101	60,000	
REVENUES				{enter as negative #}	{enter as positive #}
Revenue GO Bond for Libraries	2510101	490230	LIB25101	(171,277)	
				$ -	$ -

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

This BAR is to Budget the 2020 GO Bond. The 2020 General Obligation Bond was passed by NM Citizens to benefit the NM Libraries. The Purpose of this award is to supplement local funding for Library Materials, equipment and supplies that provide or enhance access to information for patrons. This BAR breaks down the amounts into accounts as the Library is allowed according to the terms and conditions of this award.

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Gail L. Viigl — 12/8/2021
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 — Dec 13, 2021
Andy Hopkins (Dec 13, 2021 15:00 MST)
Budget Officer — Date

Division Director Signature {optional} — Date

Kyra Ochoa — Dec 8, 2021
Kyra Ochoa (Dec 8, 2021 16:41 MST)
Department Director Signature — Date

Finance Director {≤ $5,000} — Date

City Manager {≤ $60,000} — Date

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the Department of Cultural Affairs, New Mexico State Library Division, hereinafter called the "Department" or abbreviation such as "DCA", and the City of Santa Fe hereinafter called the "Grantee" on behalf of the Santa Fe Public Library. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in Chapter 84, Section 10, Paragraph B(1)(a) of New Mexico Laws of 2020, 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, NMSA 1978, Section 18-2-4 directs the state librarian to make rules and regulations necessary to administer the division and as provided by law, and NMSA 1978, Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system;

WHEREAS, the state librarian promulgated administrative rules to govern the distribution of general obligation bonds, which are compiled as Section 4.5.8 NMAC;

WHEREAS, the Grantee is a library, or fiscal agent for a library, that is eligible for receipt of such funds because it is a local public library, or fiscal agent for a local public library, as defined under Section 4.5.8 NMAC that has filed an approved annual report, or is acting as fiscal agent to a library that has filed an annual report, with the Department;

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, the Department determined the amount of the Grant based on the criteria described in Rule 4.5.8.8 NMAC ("Distribution of Funds").

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:

Project No. **A20-E5296** for Three Million dollars ($3,000,000.00)

APPROPRIATION REVERSION DATE: 30-JUN-2024

Laws of 2020, Chapter 84, Section 10, Paragraph B(1)(a), Three Million dollars ($3,000,000), for equipment, library furniture, fixtures and supplemental library resource acquisitions, including print, non-print and electronic resources, and for the purchase and installation of broadband internet equipment and infrastructure at nontribal public libraries statewide.

The Grantee's total reimbursements shall not exceed, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents ($171,276.71) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, which equals zero dollars ($0.00) which equals, One Hundred Seventy One Thousand Two Hundred Seventy Six Dollars and Seventy One Cents ($171,276.71) (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." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.

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

[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). " See, Section 13-4A-4 NMSA 1978.

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 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 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

(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.**

[1] "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.

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: _Maria E. Tucker_____
Title: __Library Director_____
Address: _145 Washington Ave. Santa Fe, NM 87501__
Email: ___metucker@santafenm.gov_____
Telephone: __505-955-6788_____

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: _Gail Vigil_____
Title: __Contracts Amin._____
Address: _145 Washington Ave._____
Email: __glvigil@santafenm.gov_____
Telephone: ___505-955-6789_____

The Department designates the persons listed below, or their successors, as the Points of Contact for matters related to this Agreement.

Department: Development Bureau / New Mexico State Library
Name: Patricia Moore
Title: Project Manager for Public Libraries General Obligation Bonds
Address: New Mexico State Library, 1209 Camino Carlos Rey, Santa Fe, NM 87507
Telephone: 505.476.9724 / 800.340.3890
Email: patricia.moore@state.nm.us

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 Grantee 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 are 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 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 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 expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) NINETY (90) 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, the "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, repaired, 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 a 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 six (6) 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 or the Department of Cultural Affairs 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 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 a Department of Cultural Affairs Grant Agreement. Should the Department of Cultural Affairs 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 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.

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 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 the 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 this Agreement as of the date of execution by the Department.

GRANTEE

_____
Signature of Official with Authority to Bind Grantee

By:_____
(Type or Print Name)

Its:_____
(Type or Print Title)

_____
Date

DEPARTMENT OF CULTURAL AFFAIRS

_____
By: Debra Garcia y Griego, Cabinet Secretary

_____
Date

_____
By: Peter Ives, DCA General Counsel

_____
Date

_____
By: Greg Geisler, CFO/Administrative Services Division

_____
Date

_____
By: Eli Guinnee, State Librarian

_____
Date

STATE OF NEW MEXICO
2020 GO BOND GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT 1

☐ PERIODIC REPORT ☐ FINAL REPORT

Grantee: _____ Name of Library: _____

Project Number: A20 – E5296 Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. *Third Party Obligations*
Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

2. Original Grant Amount: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

☐ PERIODIC REPORT
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ FINAL REPORT
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

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*)

Printed Name

Date: _____

Grantee Representative

Printed Name

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 3

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____, _____]
FROM: Grantee: [_____]
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: [_____]

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: [_____]
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.

ATTACHMENT A

NMSA 1978, Section 18-2-4(I) directs the state librarian to make rules and regulations necessary to administer the division and as provided by law. Section 18-2-4(B) directs the state librarian to administer grants-in-aid and encourage local library services and generally promote an effective statewide library system. Within these powers, the state librarian passed certain administrative rules to govern the distribution of general obligation bonds. Thus, under Section 4.5.8.8 of the New Mexico Administrative Code, this Agreement includes the following additional terms:

§ 4.5.8.8. DISTRIBUTION OF FUNDS

Money from the library bond program shall be distributed in the following manner:

A. Notification: When the library bond program funds are approved by the voters, the state library shall send a letter of notification and acceptance agreement to all public libraries informing them of their eligibility to receive the funds and the amount of funds they are eligible to receive. The agreement must be signed and returned to the state library one-hundred twenty (120) days before the start of the authorized expenditure period. Libraries that do not return the signed agreement within the required time period shall not be eligible to receive funds. Upon receipt of the agreements, the state library shall calculate the final allocation and the libraries shall be notified of any changes within ninety (90) days before the authorized expenditure period.

B. Allocation: The amount allocated to eligible public libraries is dependant upon the amount of bond funds approved by the state legislature and approved by the voters in a bond election. The state library may publish and make publicly available a list showing the bond fund allocations for each eligible library.

C. Criteria for allocation of funds: The state librarian shall establish the amount of funds to be allocated to each eligible library system using the following criteria.

(1) Library shall be a local public library.

(2) Library shall have filed an approved annual report with the state library.

(3) Library shall return a signed agreement accepting the funds and agreeing to abide by the terms and conditions of this rule.

(4) Non-profit libraries shall have an agreement with a local funding authority to act as their fiscal agent for these funds.

(5) The library's and the local funding authority's accounting records shall be sufficient to document expenditures of library bond program money. At the sole discretion of the state library, such records may be audited annually or as needed by the state library or its designated representative.

(6) County population and the library's legal service area shall be used to determine the amount of library bond program funds that shall be allocated to each eligible library.

D. Distribution of funds: Money from the library bond program funds shall be distributed in the following order:

(1) library system allocation: each eligible local public library system, including rural library services facilities, shall receive a fixed allocation dependent upon the total library bond funds available;

(2) per capita allocation: remaining library bond funds shall be distributed to each county on a per capita basis using the latest U. S. census bureau estimates, as follows: (a) each library shall receive funds based upon the legal service area population and proportional credit for the unassigned population in each county; and, (b) local public libraries that are the only local public library in their county shall receive the entire per capita allocation for the county.

(1) Library's book or materials budget shall not be reduced by the local funding authority as a result of eligibility for library bond program funds.

(2) Upon demonstrated evidence that such a reduction has occurred, the library shall be ineligible to receive funds in the next library bond program.

CITY OF SANTA FE:

_____

ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____

KRISTINE BUSTOS-MIHELCIC, CITY CLERK

DATE:_____

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Dec 9, 2021 13:04 MST)

_____

ASSISTANT CITY ATTORNEY

DATE Dec 9, 2021

APPROVED FOR FINANCES:

_____

MARY McCOY, FINANCE DIRECTOR

DATE:_____

Business Unit:_____

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director, 505.955.6678, metucker@santafenm.gov)

1) Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee	**Review:**
Finance Committee:	01/03/2022
Public Works and Utilities Committee:	01/10/2022
Governing Body: 01/12/2022	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/03/22

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUE NO. 7b

Request for Approval of Library 2020 GO BOND in the Amount of $171,276.71 (Maria Tucker, Library Division Director: metucker@santafenm.gov; 505-955-6678)

1. Request for Approval of Budget Amendment Resolution (BAR) – Budget 2020 GO BOND

Committee Review:
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/12/2022 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS:

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

City of Santa Fe, New Mexico

memo

DATE: November 23, 2021
TO: Public Works Committee/Finance Committee/Governing Body
VIA: _____
Regina A. Wheeler, Public Works Department Director

FROM: Melissa A. McDonald, Interim Parks Division Director MAM

ITEM: REQUEST APPROVAL OF A CONSTRUCTION SERVICES CONTRACT WITH CES/HELLAS CONSTRUCTION, INC FOR ON-CALL CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED $2,500,000 INCLUSIVE OF NEW MEXICO GROSS RECEIPTS TAX (NMGRT).

SUMMARY:
The Public Works Department requests approval of an on-call construction services contract to perform repairs, renovation and construction at athletic fields and sports courts around the city. This will allow Parks and Open Space Division to address immediate needs citywide and at the MRC more quickly and prevent major damage.

Funds for services will be identified and budgeted as needed and appropriated for each repair or renovation. Examples of repairs and renovations that will utilize this contract when funded:

Salvador Perez athletic field reconstruction	$800,000
Ragle Park Ballfields	$100,000
MRC Ballfield Improvements	$300,000
Citywide Basketball Court Resurfacing	$280,000
Citywide Tennis Court Construction/Resurfacing	$1,600,000

Hellas Construction, Inc works across New Mexico and with governmental agencies including Santa Fe Public Schools, New Mexico Highlands University, City of Farmington, City of Socorro, and City of Las Cruces and is known to produce high-quality results in a professional and reliable manner.

This contract is being procured via Cooperative Education Services Agreement, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL and expires February 28, 2024. Execution of this agreement does not constitute a promise to purchase any amount of work. Total compensation under the contract will not exceed $2,500,000 unless the Governing Body approves an increase in a contract amendment.

MUNIS CONTRACT NUMBER: PUBLIC WORKS 3203124
FUNDS: VARIOUS (PARKS 100 MRC 500) AH
OBJ/ORGS: PARKS 1004150.510310, MRC 5300273.510310

ATTACHMENTS:
Cooperative Educational Services–Hellas Construction, Inc Contract Agreement
Contractor's Certificate of Professional Liability Insurance
CES Letter of Award, AEPA 020A-Athletic Surfaces/CBS Price Agreement # 2020-12N-A304-ALL
City of Santa Fe Business License
Procurement Checklist/ Summary of Contract

CONTRACT #_____
MUNIS # 3203124

City of Santa Fe Contract
On-Call Athletic Field Construction Services for 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 **CES- Hellas Construction, 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 descriptionsmay 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. "Products and Services schedule" refers to the complete list of products and servicesoffered 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 shallnot be added to the Products and Services Schedule.

D. "You" and "your" refers to **CES -Hellas Construction, Inc.** "We," "us" or "our" refers tothe City and whose accounts are created under this Agreement.

2. Scope of Work

The Contractor shall provide on-call service work, per the direction of the City of Santa Fe via AEPA 020A-Athletic Surfaces/CES Price Agreement # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3-Running Track, Tennis and Athletic Courts upon mutual agreement of scope and schedule. All work will be performed on a time and materials basis. See attached proposal from Hellas Construction, Inc. dated September 01, 2021 and marked Exhibit "A" attached hereto and made a part thereof.

3. Compensation

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

Deliverable item:	U/1 (unit of issue)	Price
01 On-Call/ Not to Exceed Miscellaneous	Athletic Surfaces, Tracks and Courts	$2,500,000.00

The total compensation under this Agreement shall not exceed **$2,500,000.00 - including New Mexico gross receipts tax.**

4. Payment Provisions

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

A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Untilthe 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 orpartial 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 Cityagrees 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 **February 28, 2024**. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through152.

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, actsof 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 therequired 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 thiscontract.

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 ofthis Agreement.

B. Notice; City Opportunity to Cure.

1. Except as otherwise provided in Paragraphs 7.A and 17, the City shall giveContractor 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 periodor (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 aninvoice 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 inwriting 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 authorityto 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 approvalof 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 hoursand upon prior written notice, the Contractor's plant or place of business, or any subcontractor'splant 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 optionto terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receiptof the proposed amendment.

18. Release

The Contractor, upon final payment of the amount due under this Agreement, releases theCity, 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 ofthis 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
B. 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.

C. 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.

D. 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 theeffective 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 Agreementor 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.

E. All terms defined in the Governmental Conduct Act have the same meaning inthis 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 theCity.

22. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings betweenthe 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 civiland 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. IfContractor 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 subjectto the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive 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 effectto 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 todamages 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 Agreementis 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 tofor 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 thescope 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 inspectionand acceptance shall be made at Destination. Tangible personal property rejected at Destinationfor 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 asubcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at noincrease 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 futureperformance 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 anycost 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 theparty 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, theremainder 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 notwaive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective 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 orpayment, 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 toany 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 greaterthan 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, ora 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 groundsfor immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7of 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 Contractormust 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 withContractor'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 toadditional 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 anAmendment executed pursuant to Section 8 of this Agreement.

41. Notification

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

To the City:
Melissa A. McDonald
City of Santa Fe, Public Works Dept, Parks Division
mamcdonald@santafenm.gov
(505) 303-9502
1124 Siler Road, Building C
Santa Fe, New Mexico 87504

To the Contractor:

Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas78613
reed@hellasconstruction.com

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

To the Contractor:
Hellas Construction, Inc
Saulo Hernandez, Director of Estimating
12000 West Parmer Lane
Austin, Texas78613

42. **Construction Contract Performance and Payment Bond.**

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons

supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

43. Succession

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

ATTEST:

_____
KRISTINE MIHELCIC -BUSTOS
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 7, 2021 07:57 MDT)

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FNANCES:

_____
MARY MCCOY FINANCE DIRECTOR

Business Unit Line Item: MISC

CONTRACTOR:
HELLAS CONSTRUCTIONS, INC.

Saulo Hernandez
NAME
TITLE: Director of Estimating

DATE: 9/20/2021

CRS# 03015992000
Registration # 230859

September 1, 2021

City of Santa Fe – Parks Department
1142 Siler Rd., Bldg C
Santa Fe, NM 87505

RE: City of Santa Fe, NM

Per your request, Hellas Construction, Inc. is pleased to provide you with goods and services per our current cooperative contract entitled AEPA Contract 020A/CES Contract # 2020-12N-A104-ALL-Athletic Surfaces through a mutually agreeable On-Call Agreement.

The City will issue Hellas Task Orders based on approved Hellas proposals for scopes of work authorized by the cooperative contract mentioned herein. Such Task Orders shall not exceed the following amount:

Two million five hundred thousand dollars and zero cents ($2,500,000.00) excluding all taxes including NMGRT.

This amount may be increased by the City of Santa Fe as per the terms of the On-Call Agreement.

Hellas Construction, Inc. looks forward to your award, and is eager to work with you.

Sincerely,

Saulo Hernandez
Director of Estimating
Hellas Construction, Inc.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/29/2021

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

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

PRODUCER	CONTACT NAME: Ryan Goodwin
Holmes Murphy & Associates 1-214-363-4433 12712 Park Central Dr., Suite 100 Dallas, TX 75251 Greg Stitts	PHONE (A/C, No, Ext): 2147647536 FAX (A/C, No): E-MAIL ADDRESS: rgoodwin@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN ZURICH INS CO	40142
INSURER B: AMERICAN GUAR & LIAB INS	26247
INSURER C: UNDERWRITERS AT LLOYDS	32727
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hellas Construction, Inc.
12000 W Parmer Lane
Cedar Park, TX 78613

COVERAGES **CERTIFICATE NUMBER:** 62780492 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			GLO869091401	03/05/21	03/05/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			BAP871436501	03/05/21	03/05/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC144839800	03/05/21	03/05/22	EACH OCCURRENCE AGGREGATE $	$ 4,000,000 $ 4,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC871436401	03/05/21	03/05/22	[X] WC STATU-TORY LIMITS [ ] 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
C	Pollution/Professional			CPP1001121	03/05/21	03/05/22	Claim/Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: City of Santa Fe Tennis/Pickleball Court Project

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87504
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
07/29/2021

NAME OF INSURED: Hellas Construction, Inc.

Certificate Holder is additional insured on General Liability and Auto Liability if required by written contract. Waiver of subrogation is provided to the Certificate Holder on the General Liability, Auto Liability and Employers Liability if required by written contract. 30 day notice of cancellation is provided to the Certificate Holder on the General Liability, Auto Liability, and Employers Liability policies if required by written contract. General Liability and Auto Liability coverage is primary and non-contributory of other insurance if required by written contract. Umbrella policy is follow form of the underlying General Liability, Auto Liability, Employers Liability and Contractual Liability.

Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8690914-01	Effective Date: 03/05/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is 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, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; 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.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any Person or Organization that requires You to waive your Rights of Recovery, in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO 8690914-01	Effective Date: 03/05/2021

This endorsement applies to insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within 10 days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal,

unless a greater number of days is shown in the Schedule of this endorsement for the mailing or delivering of such notification with respect to Paragraph **B.1.** or Paragraph **B.2.** above.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

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D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

SCHEDULE	
The total number of days for mailing or delivering with respect to Paragraph **B.1.** of this endorsement is amended to indicate the following number of days:	*
The total number of days for mailing or delivering with respect to Paragraph **B.2.** of this endorsement is amended to indicate the following number of days:	**
* If a number is not shown here, 10 days continues to apply. ** If a number is not shown here, 30 days continues to apply.	

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Hellas Construction, Inc.
Endorsement Effective Date: 03/05/2021

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 8714365-01	03/05/2021	03/05/2022	03/05/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the 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 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary 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 temporary 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".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 8714365-01	03/05/2021	03/05/2022	03/05/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
3. Premium:
   The premium charge for this endorsement shall be _____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

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.)

Endorsement Effective 03/05/2021 Policy No. WC 8714364-01 Endorsement No.
Insured Hellas Construction, Inc. Premium

Zurich American Insurance Company Countersigned by _____

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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.)

Endorsement 03/05/2021 Effective Policy No. WC 8714364-01 Endorsement No.

Insured Hellas Construction, Inc. Premium $

Zurich American Insurance Company Countersigned by _____

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BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

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.)

Endorsement Effective 03/05/2021 Policy No. WC 8714364-01 Endorsement No.
Insured Hellas Construction, Inc. Premium $

Zurich American Insurance Company

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Signature: Saulo Hernandez (Sep 20, 2021 09:28 CDT)

Email: reed@hellasconstruction.com

DocuSign Envelope ID: 7F6B17EE-5F11-467E-B9AF-8EA4925C6F36

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

February 25, 2020

Ruth Hawley
Hellas Construction, Inc.
12710 Research Blvd., Suite 240
Austin, TX 78759

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:
AEPA IFB 020-A/CES 2020-12 for CES Contract # 2020-12N-A304-ALL - Natural and Synthetic Surfaces For Sport Fields, Tracks, Courts, Playground And Landscaping Applications, Category 3- Running Track, Tennis and Athletic Courts

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to AEPA IFB 020-A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

DocuSign Envelope ID: 7F6B17EE-5F11-467E-B9AF-8EA4925C6F36

Acceptance of Bid & Contract Award

Association of Educational Purchasing Agencies

Instructions: PART I of this form is to be completed by the Bidder and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Bidder is required to produce a copy of the document for each of the AEPA Member Agency with which it contracts.

PART I: BIDDER

In compliance with the Invitation for Bid (IFB), the undersigned warrants that I/we have examined all Instructions to Bidders, associated documents, and being familiar with all of the conditions of the bid, hereby offer and agree to furnish all labor, materials, supplies and equipment incurred in compliance with all terms, conditions, specifications and amendments associated with this IFB and any written exceptions to the bid. Signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services and other services on behalf of the Bidder Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Hellas Construction, Inc.	**Date**	9/12/19
Address	12710 Research Blvd., Ste. 240	**City, State Zip**	Austin, TX 78759
Contact Person	Ruth Hawley/Tommy McDougal	**Title**	Cooperative Contracts Manager
Authorized Signature		**Title**	Vice President - Estimating
Email	tmcdougal@hellasconstruction.com	**Phone**	512-250-2910

PART II: AWARDING MEMBER AGENCY

Your bid response for the above identified bid is hereby accepted. As a Bidder Partner you are now bound to offer and provide the products and services identified within this IFB, your response and approved by AEPA, including all terms, conditions, specifications, exceptions and amendments. As Bidder Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. The intent of this contract is to constitute the final and complete agreement between the AEPA Member Agency and Bidder Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2021, unless terminated, canceled or extended. By mutual written agreement as warranted, the contract may be extended month by month up to six (6) months or for three (3) additional 12-month periods.

Awarding Agency	COOPERATIVE EDUCATIONAL SERVICES		
Authorized Representative	David Chavez:		
Awarded this 2nd	**day of** February 2020	**Contract Number**	2020-12N-A304-ALL
Contract to commence (Member Agency to select)		**Or**	March 1, 2020

EXTENSION OF AGREEMENT
AEPA BID #020A

Contract EXTENSION AGREEMENT made by and between

Hellas Construction, Inc. (Vendor)
Natural and Synthetic Surfaces: Category 3-Running Track/Tennis/Athletic Courts
and

Cooperative Educational Services (Member)
2020-12N-A304-ALL (CES Contract No.)

The existing Agreement was initially awarded through February 28, 2021. The Term of Contract and Extension in the AEPA Bid provides the Agreement may be extended for three (3) additional 12-month periods by mutual written agreement through February 28, 2024. **AEPA has approved this extension and now the Member and the Vendor desire to extend the Agreement for an additional term to commence February 28, 2021.** Upon the signatures of an authorized officer of the Member and the Vendor, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the original AEPA Bid, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

Member

Authorized Signature David Chavez Title Exective Director

Typed Name David Chavez Date February 9, 2021

Vendor

Authorized Signature _____ Title Director of Estimating

Typed Name Saulo Hernandez Date 2/11/2021

The Vendor agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA Bid.

If you as the Vendor do not want to extend contract, please sign below.

Discontinue: We desire to discontinue the contract, effective February 28, 2021.

Authorized Signature _____ Title _____

Typed Name _____ Date _____

NOTE: This agreement must be received by CES on or before February 28, 2021.

Various projects completed in New Mexico

Project Name	Owner Name	Completion Year	State	City	Project Scope
Jaycee Park	City of Artesia	2021	NM	Artesia	Turf, Construction
Cobre HS - FB, SB, BB Fields	Cobre Consolidated School District	2020	NM	Bayard	Turf, Track, Construction
Western New Mexico University	Western New Mexico University	2020	NM	Silver City	Turf, Construction
Capital City High School	Santa Fe Public Schools	2020	NM	Santa Fe	Turf
Red Mountain Middle School	Deming Public Schools	2020	NM	Deming	Turf
Pojoaque Valley HS - Baseball	Pojoaque Valley School District	2019	NM	Santa Fe	Turf
Artesia ISD BB / SB Turf	Cooper Henderson (AD)	2019	NM	Artesia	Turf
Eunice HS Track	Eunice ISD	2017	NM	EUNICE	Turf, Track, Construction
Farmington Sports Complex	City of Farmington	2015	NM	Farmington	Tennis/Courts
Cannon Air Force Base (AFB)	Cannon Air Force Base	2013	NM	Cannon AFB	Track
City of Farmington Cooper Street Park	City of Farmington	2013	NM	Farmington	Tennis/Courts
City of Farmington Brookside Park	City of Farmington	2013	NM	Farmington	Tennis/Courts
City of Farmington Sports Complex	City of Farmington	2012	NM	Farmington	Tennis/Courts
New Mexico Highlands University	New Mexico Highlands University	2011	NM	Las Vegas	Turf, Construction
Centennial High School	Las Cruces Public Schools	2011	NM	Las Cruces	Track, Tennis/Courts
New Mexico Junior College	New Mexico Junior College	2011	NM	Hobbs	Turf
Farmington Sports Complex	City of Farmington	2010	NM	Farmington	Tennis/Courts

Various projects completed in New Mexico

Aztec Municipal Schools - Fred Cook Stadium	Aztec Municipal Schools	2008	NM	Aztec	Turf, Track, Construction
Valencia High School	Los Lunas Schools	2008	NM	Los Lunas	Track
Chaparral High School	Gadsden Independent School District (ISD)	2008	NM	Chaparral	Track
Lions Pool Tennis Courts	City of Farmington, NM	2008	NM	Farminton	Tennis/Courts
Brookside Park	City of Farmington	2008	NM	Farmington	Tennis/Courts
Mossman Park	City of Farmington	2008	NM	Farmington	Tennis/Courts
Sedillo Park	City of Socorro	2007	NM	Socorro	Tennis/Courts
Robertson High School	Fremont Unified School District (UISD)	2006	NM	Las Vegas	Tennis/Courts, Construction
Roadrunner RV Resort	Roadrunner RV Resort	2006	NM	Red River	Tennis/Courts
Devargas Middle School	Santa Fe Public Schools	2005	NM	Santa Fe	Track
City of Las Cruces	City of Las Cruces	2005	NM	Las Cruces	Tennis/Courts
Edgewood Middle School	Edgewood Independent School District (ISD)	2004	NM	Edgewood	Track
Espanola Valley High School	Espanola Valley High School District (SD)	2004	NM	Espanola	Track

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

BUSINESS REGISTRATION

Business Name: HELLAS CONSTRUCTION INC.
DBA: HELLAS CONSTRUCTION INC.

Business Location: 12000 W PARMER LN
AUSTIN, TX 78613

CRS Number: 03015992000

Owner: HELLAS CONSTRUCTION INC.

License Number: 230859

License Type: Business License - Renewable

Issued Date: July 29, 2021

Classification: Out of Jurisdiction Contractor - General

Expiration Date: July 29, 2022

Fees Paid: $10.00

HELLAS CONSTRUCTION INC.
12000 W West Parmer LN
AUSTIN, TX 78613

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: CES-HELLAS CONSTRUCTION, INC

Procurement Title: ON-CALL ATHLETIC FIELD CONSTRUCTION SERVICE AGREEMENT

Procurement Method: State Price Agreement [•] Cooperative [ ] Sole Source [ ] Other [X]

Exempt [ ] Request For Proposal (RFP) [•] Invitation To Bid (ITB) [ ] Contract under 60K [ ] Contract over 60K [ ]

Department Requesting PUBLIC WORKS/PARKS Staff Name MELISSA A. MCDONALD

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:

Melissa A. McDonald, Acting Parks Division Director		11.20.2021
Department Rep Printed Name (attesting that all information included)	Title	Date
Fran Dunaway (Dec 6, 2021 16:40 MST)	Chief Procurement Officer	Dec 6, 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 # 3203124

Contractor: CES-Hellas Construction Services, Inc

Description: On-call contract for athletic construction services

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

Term Start Date: January 15, 2022 Term End Date: February 28, 2024

[☑] 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)

Why would a contract be issued if not promised to purchase any amount? Is this a Price Agreement instead? Why $2.5 million? issued from CES a 1% charge of total contract $25,000.

3. Procurement History: CES Cooperative agreement

Fran Dunaway (Dec 6, 2021 15:40 MST) Dec 6, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Execution does not constitute a promise to purchase any amount

4. Funding Source: Various (1004150, 5300273, 5300279) Org / Object: Various

Andy Hopkins Dec 6, 2021

Budget Officer Approval: Date:

Comment & Exceptions: Budget will be identified as funds become available

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

HELLAS_ONCALL_GB

Interim Agreement Report 2021-12-02

Created:	2021-12-02
By:	Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAihggyJrN4xAfgMHtZQpUXGQJV7WKbgai

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.

"HELLAS_ONCALL_GB" History

Document created by Melissa Mcdonald (mamcdonald@ci.santa-fe.nm.us)
2021-12-02 - 1:42:15 AM GMT- IP address: 63.232.20.2

Document emailed to Andy Hopkins (ajhopkins@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:47:36 AM GMT

Email viewed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
2021-12-02 - 1:53:54 AM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Signature Date: 2021-12-02 - 1:54:20 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@ci.santa-fe.nm.us) for signature
2021-12-02 - 1:54:22 AM GMT

Email viewed by Fran Dunaway (fadunaway@ci.santa-fe.nm.us)
2021-12-02 - 3:05:01 PM GMT- IP address: 104.47.64.254

Signature: Andy Hopkins
Andy Hopkins (Dec 6, 2021 10:35 MST)

Email: ajhopkins@santafenm.gov

GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS

Final Audit Report 2021-12-06

Created:	2021-12-06
By:	Megan Lujan (mmlujan@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4hKhWwvmUDKWO2_myBXSzWczdCxr7Hqq

"GB PW HELLAS CONSTRUCTION ATHLETIC FIELDS" History

Document created by Megan Lujan (mmlujan@ci.santa-fe.nm.us)
2021-12-06 - 5:28:19 PM GMT

Document emailed to Andy Hopkins (ajhopkins@santafenm.gov) for signature
2021-12-06 - 5:33:56 PM GMT

Email viewed by Andy Hopkins (ajhopkins@santafenm.gov)
2021-12-06 - 5:34:40 PM GMT

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-12-06 - 5:35:35 PM GMT - Time Source: server

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-12-06 - 5:35:40 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-12-06 - 9:48:49 PM GMT

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-12-06 - 11:40:08 PM GMT - Time Source: server

Agreement completed.
2021-12-06 - 11:40:08 PM GMT

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

Committee	**Review**:
Finance Committee:	01/03/2022
Public Works & Utilities Committee:	01/10/2022
Governing Body: 01/12/2022	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

01/03/22

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022
ISSUE NO. 7a Request Approval of a Construction Services Contract with CES/HELLAS Construction Inc. for On-Call Construction Services in an Amount Not to Exceed $2,500,000 Inclusive of New Mexico Gross Receipts Tax (NMGRT). (Melissa McDonald, Interim Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502). **Committee Review**: Finance Committee: 01/03/2022 Public Works & Utilities Committee: 01/10/2022 Governing Body: 01/12/2022
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/12/2022 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WORTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: B&D Industries

Procurement Title: Contract w. State price agreement/B&D Ind. for Soccer Field Lighting Install at MRC

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 Parks Division Staff Name Melissa McDonald

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:

Melissa McDonald — Parks Division Director — 12/10/21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Dec 14, 2021 13:54 MST) — Chief Procurement Officer — Dec 14, 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, New Mexico
Memorandum

DATE: **December 14, 2021**

TO: **Public Works, CIP and Land Use Committee/Finance Committee/Governing Body**

VIA: **Regina Wheeler, Public Works Department Director** RW

FROM: **Melissa A. McDonald, Parks Division Director** MMc

ACTIONS
Request for the Approval of the agreement with B&D Industries for the installation of soccer field lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 including New Mexico gross receipts tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1) Request for Approval of BAR Amendment Resolution to allocate $500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

BACKGROUND
The Municipal Recreation Complex (MRC) Soccer Valley was funded with $1.25M from a legislative appropriation, 2018 GRT Bond and matching funds from the County for a project to improve the fields and increase playability for the soccer community. The two main elements of the project are (1) installation of field lighting for 2 of the 4 existing soccer fields and (2) irrigation, grading and asphalt path upgrades. The soccer community stakeholders determined that field lighting is the priority and should be pursued first to increase playable time on the fields.

The installation of field lighting aligns with the MRC master plan and will include new lighting fixtures, new utility yard with electrical and control panels, and a new electrical service feed to power the lighting and support additional field lighting in the future.

B&D Industries was chosen for this lighting installation project because they offered the lowest price proposal; have experience installing sports field lighting including Musco Lighting products which are specified on this project; and proposed the least invasive approach by boring conduits under the turf instead of open trenching. B&D will coordinate with PNM and manage the new service upgrade. B&D estimates that they will complete the lighting installation in time for the 2022 soccer season which begins in May. PNM has not provided a schedule for the new service, but is aware of the desire to activate the new lighting by May 2022.

Irrigation, grading and path work scope will be redefined to fit within the remaining project budget and will be submitted separately for approvals.

The cost for construction of the new soccer field lighting including tax and 5% contingency is $666,342.43. The project has funding of $1,250,000 consisting of $250,000 legislative appropriation grant 19-D3205, $500,000 City 2018 Senior Lien GRT Bond, and $500,000 Santa Fe County Match per MOU 19-0792.

COMMITTEE REVIEW
Finance Committee: 1/3/2022
Public Works and Utilities Committee: 1/10/2022
Governing Body: 1/12/2022

PROCUREMENT METHOD
New Mexico Statewide Price Agreement (SWPA) #00-00000-21-00095, which expires on July 14, 2022.

CONTRACT NUMBER
The Munis contract number is 3203144

FUNDING SOURCE
Fund Name/Number: MUNRECCMP 530
Munis Org Name/Number: General Fund/5300279
Munis Object Name/Number: MRC Capital Project/572970 WIP Construction

ATTACHMENTS
B&D Industries Contract
Exhibit A: B&D Industries Quote
SWPA Documentation
Contractor's Certificate of Professional Liability Insurance
City of Santa Fe Business License
Procurement Checklist
Summary of Contract
BAR

Item#_____
Munis Contract# 3203144

CITY OF SANTA FE

CONSTRUCTION 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 **B&D Industries**, 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:

Turnkey installation of new soccer field lighting per Morrow Reardon Wilkinson Miller, Ltd. (MRWM) Soccer Sports Field Lighting Plans dated February 4, 2021. Scope of work includes installation of all new lighting fixtures; conduit; utility yards, electrical panels, shutoffs and controls; repair of any disturbed or damaged existing irrigation, turf or other existing conditions; and all PNM coordination and fees on the installation of new service feeds and utility easements to power the new lighting. See the attached quote for work marked "Exhibit A"attached hereto.

B. *Performance Measures.*

Contractor shall substantially perform the following Performance Measures:

1) Complete full installation by April 31, 2022 of new soccer field lighting, PNM coordination on new service feed, and any field remediation per MRWM Soccer Sports Field Lighting Plans dated February 4, 2021, to the satisfaction of the City and MRWM.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed, such compensation not to exceed five hundred ninety eight thousand one hundred sixty three dollars and thirty nine cents ($598,163.39), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty six thousand four hundred forty eight dollars and forty five cents ($36,448.45) shall be paid by the City to the Contractor. In the event that unanticipated cost overruns occur, and the field lighting installation exceeds the deliverable amount, the City, at its sole discretion, may agree to pay additional compensation to the contractor in an amount less than or equal to thirty one thousand seven hundred thirty dollars and fifty nine cents ($31,730.59). **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed six hundred sixty six thousand three hundred forty two dollars and forty three cents. ($666,342.43). 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 totalcompensation 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, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Construction Contract Performance and Payment Bond.

A. When a construction contract is awarded in excess of twenty-five thousand dollars ($25,000), the following bonds or security shall be delivered to the City and shall become binding on the parties upon the execution of the contract. If the Contractor fails to deliver the required performance and payment bonds, the Contractor's bid shall be rejected, its bid security shall be enforced to the extent of actual damages. Award of the contract shall be made pursuant to the Procurement Code in the following manner:

(1) a performance bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; and

(2) a payment bond satisfactory to the City, executed by a surety company authorized to do business in this state and said surety to be approved in federal circular 570 as published by the United States treasury department or the state board of finance or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract, for the protection of all persons supplying labor and material to the

contractor or its subcontractors for the performance of the work provided for in the contract.

B. A subcontractor shall provide a performance and payment bond on a public works building project if the subcontractor's contract for work to be performed on a project is one hundred twenty-five thousand dollars ($125,000) or more.

8. Assignment.

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

9. Subcontracting.

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

10. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

11. Confidentiality.

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

12. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered

into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

14. Amendment.

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

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Change Orders.

A. Changes. The Contractor may only make changes or revisions within the Scope of Work as defined by Article 1 and/or Exhibit 1 after receipt of written approval by the City Manager or his/her designee. Such change may only be made to Tasks or Sub-Task as defined in the Scope of Work. Under no circumstance shall such change affect the:

1) Deliverable requirements, as outlined in the Scope of Work;
2) Due date of any Deliverable, as outlined in the Scope of Work;
3) Compensation of any Deliverable, as outlined in the Scope of Work;
4) Agreement compensation, as outlined in Article 2; or
5) Agreement termination, as outlined in Article 4.

B. Change Request Process. In the event that circumstances warrant a change to accomplish the Scope of Work as described above, a Change Request shall be submitted that meets the following criteria:

1) The Project Manager shall draft a written Change Request for review and approval by the City Manager to include:
   (a) the name of the person requesting the change;
   (b) a summary of the required change;
   (c) the start date for the change;
   (d) the reason and necessity for change;
   (e) the elements to be altered; and
   (f) the impact of the change.

2. The City Manager shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. All decisions made by the City Manager are final. Change Requests, once approved, become a part of the Agreement and become binding as a part of the original Agreement.

16. Merger.

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

17. Penalties for Violation of Law.

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

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law.

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

20. Workers Compensation.

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

21. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's

compliance with the provisions of this section as a condition prior to performing services under this Agreement.

22. Other Insurance.

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

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

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

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

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

23. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

24. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage

to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act.

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

26. Invalid Term or Condition.

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

27. Enforcement of Agreement.

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

28. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Melissa A. McDonald, Parks Division Director, 1142 Siler Road Bldg C, Santa Fe, NM 87505, mamcdonald@santafenm.gov.

To the Contractor: Russell Herring, Director – Construction, 9720 Bell Avenue SE, Albuquerque, NM 87123, russellh@banddindustries.com.

29. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
B&D Industries, Inc.

_____
NAME & TITLE
Clinton Beall, President

DATE: 12.13.2021
CRS# 01-716872-004

Registration# 224955

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Dec 13 2021 08:04 MST)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR
5300279 572970
Org. Name/Org#

AH
AH

Exhibit A

B&D Industries, Inc.
Whatever it takes.

PRICE PROPOSAL

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

Re: Santa Fe MRC Soccer Field Lighting
Proposal Number: 03-21-017

Electrical Drawings: E101, E102, E201, E202, E301, E302, LS501 City of Santa Fe MRC Soccer Complex Renovations. 2/04/21
Statewide Price Agreement#: 10-00000-21-00095

Addenda received: NO

Thank you for the opportunity to provide an electrical price for the project mentioned above.

Base Bid Electrical:	**$ 425,776.74**
Bond:	**$ 7,386.65**
Tax:	**$ 36,448.45**
PNM Estimate	**$165,000.00**
Total price:	**$ 634,611.84**

Base Bid Inclusions (quote includes):

1. Bond
2. Survey Area needed from existing PNM PMH switch to new PNM transformer for easement. Per drawing.
3. Erect and install new light poles. Per drawings
4. Providing concrete pad for new gear. Per drawings
5. Install new light fixtures on poles. Per drawings
6. Install new transformer. Per drawings
7. Install new cabinet for lighting. Per drawings
8. Install new panels. Per drawings
9. Install 11"x18" in ground pull boxes. Per drawings
10. Install Light in yard area. Per drawings
11. Run new conduit and wire for lights. Per drawings
12. Install new receptacle for Panel "LA". Per drawings
13. Connect pnm transformer to new panel. Per drawings
14. Ground all new equipment to spec. Per drawings
15. Tie in all appropriate breakers for lights. Per drawings
16. Dig boring pits for directional boring. Per drawings.
17. Directional bore to new in ground boxes. Per drawings.
18. Replace grass where holes and boring work are done. Per drawings.
19. Lay concrete pad. Per drawings.
20. Provide porty-potty and wash station.
21. Standard Hours only.

Exclusions (quote excludes):

1. Line spotting of privately owned underground utilities.

NEW MEXICO
9720 Bell Ave SE
Albuquerque, NM 87123
Phone: (505) 299-4464
(866) 315-8349
Fax: (505) 298-2114

BRANCH OFFICES

NEW MEXICO
101 DP Rd
Los Alamos, NM 87544
Phone: (505) 661-8336
Fax: (505) 661-8337

5920 N. Lovington Hwy,
Hobbs, NM 88240
Phone: (505) 780-0410

2885 Industrial Rd.
Santa Fe, NM 87505
Phone: (505) 559-2585
Fax: (505) 559-2589

ARIZONA
3001 South 35th
Street #C10
Phoenix, AZ 85034
Phone: (480) 632-4002

NEW YORK
65 Washington Street
Rensselaer, NY 12144
Phone: (518) 400-7412

2. Provision and installation of oil field pad mounted transformer (by PNM)
3. Unground primary from switch to transformer (by PNM)
4. Any dirt work from PMH switch to new PNM transformer
5. Non-standard Hours.
6. Temporary site electric facilities.
   Cutting, removal or replacement of architectural surfaces.
7. General site conditions. (Dumpster)
8. Pre-existing code violations.
9. Textura Payment System or any other third-party payment system. Add .25% to contract amount for use of Textura Payment System and .5% for any and all change orders.
10. All items and/or scopes not specifically included above.

If you have any questions or concerns, please feel free to email or call.

Best Regards,
Galen Lopez
Estimator
GLopez@BandDindustires.com
505-299-4464 ext.538 (office)
505273-1844 (mobile)

This cost proposal is valid for 30 days following issuance by B&D Industries, Inc. If the proposal is accepted after 30 days, B&D reserves the right to revise the price in accordance with commodity pricing changes including, but not limited to, copper, conduit and steel materials. If awarded, B&D reserves the right to review all contract documents associated with the project.

NOTICE: *THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, B&D Industries, Inc. will use its best efforts to staff and supply this project to meet the scheduled completion date. However, B&D Industries, Inc. reserves its right to seek an excusable extension of time if B&D Industries, Inc. or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed Subcontract, we intend to seek additional costs associated with the suspension.*

B&DINDU-01 JSNAPP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2021

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: Carrie Butler PHONE (A/C, No, Ext): (505) 262-9412 9412 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURED B & D Industries, Inc. 9720 Bell Ave SE Albuquerque, NM 87123	INSURER A : Valley Forge Insurance Company — NAIC # 20508 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : The Continental Insurance Company — 35289 INSURER D : Builders Trust of New Mexico INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6016149399	11/11/2021	11/11/2022	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	6016149371	11/11/2021	11/11/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	6016149404	11/11/2021	11/11/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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	6 16149385	11/11/2021	11/11/2022	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
D	Worker's Compensatio		X	5672	1/1/2022	1/1/2023	Accid/Empl/Pol Limit	2,000,000

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

Umbrella is Form Following over General Liability, Auto Liability and Employers Liability. Additional Insured, Waiver of Subrogation and Primary Non-Contributory apply per attached policy forms.

MRC Soccer Valley Field Lighting

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
200 Lincoln Ave
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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CNA

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The

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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

b. the construction, erection, or removal of elevators; or

c. the ownership, maintenance or use of any elevators covered by this insurance; or

2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions **k.** and **l.** and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to **your product** arising out of it, or any part of it except when caused by or resulting from:

(1) fire;

(2) smoke;

(3) collapse; or

(4) explosion.

l. Damage to Your Work

Property damage to **your work** arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

(1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

(a) fire;

(b) smoke;

(c) collapse; or

(d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage** to **your product** and **your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage** to **your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **p. Electronic Data** and replace it with the following:

This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the $100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;

2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.

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E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

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(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs (**3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

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B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

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This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

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2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured**:

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.**:

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) **Bodily injury** or **property damage** caused by an **accident** that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.

3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is changed from $2,000 to $5,000; and
2. In **a.(4),** the limit for the loss of earnings is changed from $250 to $500 a day.

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C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.**:

With respect to any covered **auto**, any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Hired "Autos"

The following is added to **Section III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered **auto** you lease, hire, rent or borrow without a driver; and

b. Any covered **auto** hired or rented by your **employee** without a driver, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one **accident** or **loss** is the actual cash value, cost of repair, cost of replacement or $75,000, whichever is less, minus a $500 deductible for each covered auto. No deductible applies to **loss** caused by fire or lightning.

d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned **autos**.

e. Such physical damage coverage for hired **autos** will:

(1) Include loss of use, provided it is the consequence of an **accident** for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision will be subject to a limit of $750 per **accident**.

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

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F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered **auto** also applies to **loss** to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the **diminution in value** exclusion does not apply to:

a. Any covered **auto** of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered **auto** of the private passenger type hired or rented by your **employee** without a driver for a period of 30 days or less, under a contract in that individual **employee's** name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a **diminution in value** loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for **loss** to a covered **auto** in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the **auto's** actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any **auto** you don't own, hire or borrow is a covered **auto** for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers", except:

a. An **auto** owned by that "executive officer" or a member of that person's household; or

b. An **auto** used by that "executive officer" while working in a business of selling, servicing, repairing or parking **autos**.

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

(1) Equal to the greatest of those coverages afforded any covered **auto**; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are **insureds** while using a covered **auto** described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

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(4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

(6) 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 or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

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CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. 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; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

0002000996016149399967 7

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

   Name of person or organization

   ☒ Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

   The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Workers' Compensation Excellence Since 1987

BUILDERS TRUST®
OF NEW MEXICO
AFFILIATED WITH NEW MEXICO HOME BUILDERS ASSOCIATION

WAIVER OF SUBROGATION

Insured Name: B & D INDUSTRIES, INC
Insured Policy Number: WC100-0005672-2021A

Builders Trust of New Mexico waives any right of recovery of subrogation against the certificate holder named on this certificate of insurance, but only to the extent that the employers to whom we provide coverage performs work under a written contract with the certificate holder that requires this waiver.

Name of Person	Name of Organization
	Blanket Waiver of Subrogation

Date: 12/14/2020 Countersigned by Randy L. Akin

Agency Number: 35 – 39
Agency Name: HUB International Insurance Services, Inc. (Lujan)

(505) 345-3477 1-800-640-3369 FAX (505) 344-7245
5931 OFFICE BOULEVARD, NE SUITE 3 ALBUQUERQUE, NM 87109 - P.O. BOX 91330
ALBUQUERQUE, NM 87109
www.builderstrust.com

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
12 Vendors on Page 6

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**:** **10-00000-21-00095**

Payment Terms**:** **Net 30**

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

Delivery**:** **See Page 6**

Procurement Specialist**:** **Michael Saavedra** MS

Telephone No.**:** **505-372-8489**

Email: **Michael.Saavedra@state.nm.us**

Title**:** **Electrical Services On-Call**

Term**:** **June 15, 2021 thru June 14, 2022**

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

Accepted for the State of New Mexico

Valerie Paulk
Mark Hayden, New Mexico State Purchasing Agent

Date: 6/15/2021

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.

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 cou-nt 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 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

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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.

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

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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 public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the 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.

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)

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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) 0000097177
APIC Solutions, Inc,
5550 Midway Park Place NE
Albuquerque, NM 87109 **Delivery:** Destination
505-345-1381
800-518-3931
quotes@apicnm.com
sfoster@apicnm.com
orders@apicnm.com
service@apicnm.com

(AB) 0000009253
Allied Electric Inc.
PO Box 28430
Santa Fe, NM 87592-8430 **Delivery:** as requested by owner
505-438-8899
george@alliednm.com
melissa@alliednm.com
office@alliednm.com

(AC) 0000133362
Alpha & Omega Electric, LLC
1301 Alcazar St. NE
Albuquerque, NM 87110 **Delivery:** As Requested
505-554-3313
elizabeth@electrical.team

(AD) 0000046277
B & D Industries, Inc.
9720 Bell Avenue SE
Albuquerque, NM 87123 **Delivery:** F.O.B. Destination
505-299-4464
jwesterfield@banddindustries.com
clinton@banddindustries.com

(AE) 0000049380
Bixby Electric Inc.
521 Wheeler Ave., SE
Albuquerque, NM 87102 **Delivery:** As Requested
505-842-5384
service@bixbyelectric.com
jimmy.sample@bixbyelectric.com

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(AF) 0000049571
Enterprise Electrical Services, Inc.
PO Box 53248
Albuquerque, NM 87153 **Delivery:** F.O.B. Destination
505-275-9369 x 13
cgutierrez@entelcomm.com

(AG) 0000049954
Great Western Electrical Inc.
3310 Girard Blvd NE
Albuquerque, NM 87107 **Delivery:** 3310 Girard Blvd NE, Albuq, NM 87107
505-881-6525
sburson7@nmgwe.com

(AH) 0000052470
HEI, Inc.
PO Box 31310
Albuquerque, NM 87190 **Delivery:** F.O.B. Destination
505-880-1819
whumbard@heinm.com

(AI) 0000046795
Lynco Electric Company Inc.
1520 West Amador
Las Cruces, NM 88005 **Delivery:** As indicated on bid form
575-523-9066
lyncoelecnathan@comcast.net

(AJ) 0000047584
McDade-Woodcock, Inc.
2404 Claremont Ave. NE
Albuquerque, NM 87107 **Delivery:** As Requested
505-884-0155
randyd@mwieic.com

(AK) 0000142264
Red Seven Electric, LLC
50 Manzano Rd
Los Lunas, NM 87031 **Delivery:** As requested by NM State Purchasing Agent
505-859-5414
mmedina@redsevenelectric.com

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(AL) 0000091459
Yei Rogers
DBA: Wizer Electric LLC
6017 Del Carmen Dr. NE
Rio Rancho, NM 87144
505-771-4973
wizerelectric@yahoo.com
trogers@wizerelectric.com

Delivery: Wizer Electric, LLC 6017 Del Carmen, Rio Rancho, NM 87144

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Specifications:

The State of New Mexico, General Services Department (GSD) wishes to establish a price agreement contract for Miscellaneous Electrical services and work related to these systems. This price agreement may be utilized by all state agencies, local public bodies and municipalities.

Procurement will be based on a vendor supplying pricing through an established cost schedule. The price agreement will contain the contractor's commitment to offer services on a zone basis and willingness to respond to contract vendor requests when such requests are originated by authorized procuring agencies. Determination for the award shall be based upon the lowest total cost of all the bid items according to the formula listed within the "Cost Proposal" section. The In-state Preference and Veteran's Preference bidding advantage will be applied if applicable. Each bidder MUST enter a price for the requested items #1-4, 13, and 14 in the zone or their bid will be deemed unresponsive. This procurement may result in a multi-source award. A current Public Works Registration number must be provided or the bid will be deemed unresponsive.

Under the terms and conditions of this Price Agreement all State of New Mexico agencies 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.

Term:
The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms and conditions. This agreement shall not exceed three (3) years. Per NMSA 1978 Section 13-1-154.1, the cap of four million dollars ($4,000,000) is effective for every Project. The cap of twelve million five hundred thousand dollars ($12,500,000) is effective for each Contractor's contract Price Agreement.

Escalation / Reduction Clause:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, in the event of a Department of Workforce Solutions wage rate decision increase or a Union required increase, an escalation request will be reviewed by NM State Purchasing Division on an individual basis. SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number

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2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.
6. Department of Workforce Solutions Wage Rate documentation of old and new rate schedules.

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 contract will be cancelled immediately.

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 property caused by or resulting from the contractor's, and/or its employees, own negligent act(s) or omissions while the contractor, and/or its employees, perform(s) 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 (41-4-1, et seq., N.M.S.A. 1978 comp), section 57-7-1 N.M.S.A. 1978 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 the agreement to create 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(ies) to person(s), damages to property(ies) and/or any other claim(s) whatsoever, pursuant to the provisions of this agreement.

The contractor shall provide public liability insurance for the minimum amount of $300,000 for damage to or destruction of property arising out of each occurrence; the amount of $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 $1,00,000 for all claims arising out of each occurrence.

Builder's Risk Insurance:
Before commencing the Work for a project under this Price Agreement, the Contractor shall secure and maintain a Builder's Risk Policy upon the entire project for the full cost of replacement at the time of loss. This insurance shall also name the Owner, Contractor, and Subcontractors of all tiers, as named insureds. The Owner and Contractor shall be named as loss payee(s).

This insurance shall be written as a Builder's Risk Policy or equivalent form to cover all risks of physical loss to property except those specifically excluded by the policy. The policy, at a minimum unless otherwise agreed to in writing, shall insure against the perils of:

a. fire, lightning, explosion, windstorm, hail, smoke, water from any source, aircraft (except aircraft, including helicopters, operated by or on behalf of the Contractor), vehicles, riot and civil commotion, terrorism, theft, vandalism, malicious mischief, earthquake, collapse, defective design, defective workmanship, defective materials and earth movement including mudslide.

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b. This insurance shall also include, at a minimum, additional coverages for:

c. damage to land excavation, footings, and/or temporary structures;

d. property in transit or in temporary storage;

e. engineering, testing, applicable design and related soft costs;

f. loss of use, delays in occupancy resulting from a covered cause of loss;

g. fencing and signage;

h. demolition and debris removal including pollutants;

i. fire department service charges and refill of fire protection devices.

The Contractor shall be solely responsible for any deductible amounts or coinsurance penalties.

This policy shall provide for a waiver of subrogation in favor of the Owner, Contractor, and Subcontractors of all tiers. This insurance shall remain in effect until the project is accepted by the Owner, or occupied in whole or in part. Partial occupancy or use of the work shall not commence until the Owner has secured the consent of the insurance company or companies providing the coverage required in this subsection. Should any partial occupancy or use of the work occur prior to the foregoing consent being obtained, such partial occupancy or use does not create an automatic right of cancellation of the coverage required in this subsection.

The Builder's Risk Policy shall be provided by an insurance company with an A.M. Best rating of A VI, or better, acceptable to the Owner, and authorized to conduct business in the State of New Mexico.

Before commencing a project, the contractor shall provide a copy of the Builder's Risk Policy or coverage binder with endorsements obtained in compliance with this subsection.

If the Contractor does not maintain Builder's Risk insurance as required by this Price Agreement, including all the endorsements, coverages, and deductibles described herein, the Contractor shall give written notice to the Owner before commencing the Work or immediately upon notice by the insurance company. The Owner may elect to provide insurance options to the Contractor or secure insurance to protect its interests, including the coverage of deductibles in consultation with the Contractor. The cost difference, if any, of the force-placed insurance shall be the sole responsibility of the Contractor and will not be considered a change order to the Price Agreement. In any event, no work shall commence pursuant to the Price Agreement until a Builder's Risk Policy is in place to the satisfaction and protection of the Owner.

The coverages afforded to the Owner by the State of New Mexico General Services Department/Risk Management Division (GSD/RMD) under their Certificate of Coverage including property in course of construction shall be excess over the Builder's Risk policy secured by the Contractor. The State's Certificate of Coverage will not indemnify any private sector contractor, entity, business, person, or organization.

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 if applicable.

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A wage rate decision is required by the public works minimum wage act for construction, demolition or renovation purposes on projects costing $60,000 or more and funded in part by state or local funding. When a specific project is anticipated that will exceed $60,000, the agency will make a written request to Department of Workforce Solutions for a Wage Rate Determination decision at least three (3) weeks before they solicit quotes from the contractor. The contractor must agree to comply with that current wage decision for the project. The subcontractors, if applicable, will also be subject to the Wage Decision.

For the purposes of bidding the 'wage decision project' wage rate items, use the current effective DWS Wage Rates as the guideline since increases in wage rates will be handled under the escalation clause.

Performance, Payment and Material Bonding:
A 100% performance bond and a 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 $25,000.00. Said bonds must be provided to the requesting agency and are to be filed with the agency's purchasing office. Failure to comply shall result in order being issued to another vendor and difference being charged back to the awarded contractor(s). Bond cost shall be billed as an actual cost with no markup. A copy of the bond is required to be sent to the Agency.

Firm Lump Sum Fixed Price:
Do not include New Mexico gross receipts tax in your pricing on this invitation to bid.

Price shall include New Mexico gross receipts tax or local option tax (es) on a separate line of the pay application/invoice. Such tax or taxes shall be added to its purchase order at the current tax rate at the project's location. The total project contract amount represents the total compensation to be paid by the state for goods and/or services provided and referred to hereafter as the firm lump sum fixed price. It is understood that the party providing said goods and/or services in such lump sum fashion to the state is responsible for payment of all its costs necessary to complete the work including but not limited to labor, equipment, tools, materials, subcontractors, professional services fee for drawings and specifications if not provided, taxes, licenses, fee, permits, bonds if required, profit and overhead and insurance. The prices quoted herein represent the total compensation to be paid by the State for goods and/or services provided.

A single Project will be limited to total costs not to exceed $1,000,000 including NM Gross receipts tax. The Agency shall not separate work and issue separate Purchase Orders whose combined totals exceed the Project limits threshold in order to utilize this Price Agreement. By awarding the Price Agreement, the Agency makes no promise of work to be generated. The volume and location of work will vary by need and funding on a yearly basis.

General:
All work shall be performed in accordance with the New Mexico building codes and electrical industry standards.

The awarded contractor shall be responsible for all permits associated with this work as required by the State of New Mexico, Construction Industries Division. The Construction Industries Division will issue permits for work performed at state owned buildings. Permit costs shall be billed as an actual cost with no markup.

The contractor will be contacted on an as needed basis to perform work associated with this contract in the zones specified. The user agency may solicit quotes from more than one vendor listed in this price agreement.

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The contractor may lower his rates on any of the bid items in order to submit a more competitive quote. The user agency may issue a purchase order to the contractor with the lowest quote that meets all of the requirements of the scope of work. The user agency reserves the right to accept offers from contractors that desire to submit quotes which better meet the hours and identified costs in order to obtain a fair and reasonable price based on the level of effort and mix of labor proposed to perform the specific project in the zone originally bid. Upon agreement of the cost by the contractor and the user agency, a firm lump sum fixed price purchase order will be executed.

Failure to respond to the state's requests without reasonable cause shall be grounds for termination of this contract.

The contractor and the subcontractors' employees agree to cooperate with and to abide by the rules and requirements of the requesting state agency to not interfere with the daily operations of the agency or to jeopardize the health, safety or welfare of the user agency's employees or general public conducting business with the state.

The using agency reserves the right to purchase materials directly from existing statewide price agreement sources, and to provide these materials to the contractor.

Travel:
Contractors will be allowed to quote anticipated travel mileage one way trip from vendor's place of business to jobsite in excess of fifty (50) miles. The rate used for travel cost will be the current rate allowed by the Federal Government. Mileage will be based by mapquest.com. No per diem will be allowed. The travel mileage will be calculated by finding the exact one way trip mileage on mapquest, subtracting 50 miles and multiplying that mileage times the Federal Government rate times the number of days to be at the site.

Debarred or Suspended Contractors:
A business (Contractor, Subcontractor, or Supplier) that has either been debarred or suspended pursuant to the requirements of Sections 13-1-177 through 13-1-180, and 13-4-11 through 13-4-17, NMSA 1978, shall not be permitted to do business with the State and shall not be considered for award of contract during the period for which it is debarred or suspended.

Bribes, Gratuities and Kickbacks:
It is illegal in the State of New Mexico for any public employee to solicit or accept anything of value in connection with award of contract for this Bid and for any person to offer or pay anything of value to any such public employee (30-24-1 and 30-24-2, NMSA 1978).

Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-24-1 through 30-24-3, NMSA 1978, and 30-41-1 through 30-41-3, NMSA 1978), which prohibit bribes, kickbacks, and gratuities, violations of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.

Assignment of Antitrust Claims:
The Contractor agrees that any and all claims that the Contractor may have or that may inure to the Contractor for overcharges resulting from antitrust violations as to goods, services, and materials purchased in connection with this Bid are hereby assigned to the State of New Mexico, but only to the extent that such overcharges are passed on to the State. The Contractor further agrees to require each of its Suppliers,

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Subcontractors, and Sub subcontractors to assign any and all such claims for overcharges to the State by executing an assignment on the form provided by the Owner for such purpose. The executed form (see Section 00600-7) shall be submitted prior to the commencement of the Work or the supplying of any materials by the Supplier, Subcontractor, or Sub subcontractor. The submission of this executed form may be waived by the Owner upon a showing of a good-faith effort by the Contractor to obtain agreement in writing from his Supplier, Subcontractor, or Sub subcontractor. Waiver by the Owner may not unreasonably be denied.

It is agreed that the Contractor retains all rights to any such antitrust claims to the extent of any overcharges not passed on to the State, including the right to any treble damages attributable thereto.

Subcontractors:
Subcontractors are allowed for work on this contract only with written prior approval by the agency contracting for the work. Subcontractors' activities must be defined and the cost of their work broken out on a separate line(s) on the quote. The subcontractor's quote must follow the price agreement item breakdown and have materials itemized. If a subcontractor's quote is included in the accepted primary contractor's quote then subcontractor approval is implied. If a contractor desires to change the subcontractor after contract award, written approval must be obtained from user agency.

The Primary contractor will be wholly responsible for the entire performance of the subcontractor and must adequately supervise the work of the subcontractor in order to ensure that the quality of their work meets the State's standards. Subcontractors are subject to the same applicable licensing and insurance coverage as the primary contractor. Subcontractors who have been suspended or debarred from doing state or federal work may not be used by the Primary Contractor.

The awarded vendor may NOT add a markup for subcontracted work.

Scope of Work:

The contractor for this work shall provide all materials, labor, tools and equipment, and pay for any permits and fees necessary to perform the work. All work shall be in strict compliance with the national and state electrical code.

The owner shall provide, at a minimum, a detailed scope of work and/or drawings, generally defining the electrical work required for the project.

This contractor shall be capable of providing all new or upgrades to the existing electrical service and systems, diagnostic services, perform trouble shooting services for the owner and to prepare proposals for all costs and services needed to perform the work required, in compliance with the national and state electrical codes.

The work shall include the repair, replacement or extension of electrical systems within, attached to or servicing buildings or sites above ground or underground. The work shall include, but not be limited to: installation of new power and lighting circuits; new power services; new electrical devices, equipment and lighting fixtures; and any other related electrical work. Work shall also include the removal and disposal of existing power circuits, lighting fixtures and equipment; and the termination of associated circuits and

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services. Any related work required to accomplish the requested electrical work is included. Low voltage work could be included.

All work shall be performed in a neat and workmanlike manner, while maintaining the work area(s) in a clean condition. All work shall be installed in strict compliance with industry standards, by workers trained and certified to perform the work. All materials shall be new and of the highest quality available for the type of work being performed.

The contractor shall provide all protective coverings necessary to protect existing finishes and improvements which are in the area where the new work will occur.

The contractor shall restore any damage to existing finishes. Restoration work shall be inconspicuous with existing finishes.

The contractor shall provide all clean-up for its operations. All hazardous and non-hazardous construction debris shall be removed from the work areas and disposed of at an approved waste disposal site. The owner's trash container for the building shall not be used for disposal of construction debris.

Labor:
Personnel working on the project and providing these services shall be experienced in all areas related to this work and required by this contract. Journeymen level personnel shall have the ability and necessary skills to diagnosis problems and to make the appropriate decisions needed to provide these services.

Work is to be warrantied against defects in materials and workmanship for a period of one year from the date of completion and acceptance by the owner or using agency.

Hourly rates are requested for the three levels of personnel as follows.

Journeyman: a person licensed by the State of New Mexico as a journeyman in the specialized field of work required and being performed on this project.

Apprentice: a person with substantial experience in this field of work, but not yet licensed as a journeyman.

Laborer: a person with minimal experience, performing simple tasks as clean-up and other minor forms of labor.

Other Direct Labor: Hourly rates for other direct personnel that may be anticipated during the course of this contract should be added under other labor categories listed in the bid documents.

Materials, Subcontracts and Other Associated Costs:
Materials, subcontracts and other associated costs necessary to perform the work stipulated in the scope of work shall beitemized with pricing. After acceptance of the costs identified in this section by the Agency, those costs shall be treated as provided in the section on Firm Lump Sum Fixed Price. If there is to be a discount on the retail materials, the quote must show the discount.

All material specified in the quote regardless of whether incorporated in the work shall be deemed included as paid for by the Owner or Agency. As such, any unused materials shall be turned over to the owner or agency for whom 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.

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Awarded vendors may NOT add a markup for materials, subcontractors, equipment rental or any associated costs. Profit and overhead markups are not allowed.

Equipment Rental:
If special equipment is required to perform the work required, the Contractor may quote the cost of said equipment.

Quote Request:
When a service is needed, the using agency shall provide, at a minimum, a detailed scope of work and/or drawings defining work required.

The contractor shall visit the site and compare the owner'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 at no cost to the State, to include the work to be performed as well as the number of days required for the completion of the project and submit it to the using agency or local public body.

Change Orders:
Change Orders are lump sum amounts which are added to the Purchase Order as a line item or put into a new Purchase Order. They are to be used for unforeseen conditions or Agency identified but unestimated work. When they are quantified and identified, the resultant cost must be submitted to the Agency with subcontractor quotes. No extra work can be started until the Change Order is approved in writing and the Purchase Order is approved.

Written justification shall accompany the request. The justification shall include the reason, the scope, the history of the issue, the place of the work and any other relevant details.

Work Commencement:
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 vendor's quote. The contractor is required to submit a work schedule which will indicate the approximate completion date of the project. It should be updated with any changes as the work proceeds. 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 owner and the contractor. If submittals or shop drawings are required, then they must be approved before the relevant work is started.

The Contractor shall supervise and direct the work. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the project. The contractor shall be responsible to the user agency for the acts and omissions of his employees and, if prior approved, Subcontractors and their agents and employees and other persons performing any of the work under a contract with the Contractor.

Where work is to be conducted in a state 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

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contractor, access to the facility should the employee be in violation of any criteria required for the security clearance.

The user agency or local public body 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 user agency feel it is in its best interest to provide these extraordinary security services.

The user agency or local public body 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 well-being of the facility. Inappropriate behavior by the contractor, its employees or subcontractors shall immediately cancel this contract. Any employee of the contractor found in violation of any law, while on the user agency's property, will be prosecuted.

The user agency or local public body may order the Contractor to stop the work or a portion of it if the contractor fails to correct defective work or persistently fails to carry out the work. The user agency would do so in writing with justifications with the knowledge that if the 'stop work' was not sufficiently justified, the contractor may be owed for demobilizing and remobilizing.

Review of Project Documents:
The contractor shall carefully study and compare the project documents and shall report at once to the user agency any error, inconsistency or omission he may discover. If this occurs during the work, the contractor shall not continue the related work until the issue is resolved.

Testing:
Any testing required by the project documents and any retesting required as a result of the failure of the first or subsequent tests, including but not limited to testing for job mix formulae and design mixes, shall be performed by a testing laboratory under the direct supervision of a Registered Professional Engineer licensed to practice in the State of New Mexico and shall be paid for by the contractor. The user agency or local public bod reserves the right to hire a third party testing company to observe or complete additional tests as the user agency or local public body deems necessary.

Safety:
The Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. This includes precautions to prevent damage, injury or loss to: 1) all employees on the work and all other persons who may be affected thereby, 2) all the work an all materials and equipment to be incorporated therein, whether in storage on or off site, under the care, custody or control of the Contractor or any of his Subcontractors or sub-Subcontractors, 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The contactor shall erect and maintain, as required by existing conditions and progress of work all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying agencies and users of adjacent utilities. All OSHA regulations shall be followed as well as any other Codes which pertain to safety procedures.

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Payments:
Contractor shall submit invoices or pay requests at regular intervals but not less than once a month. Pay requests will be based on Lump Sum Fixed Price and percent of project completion. If there are anticipated to be more than several pay applications for the project, then a schedule of values must be submitted and approved after the Notice to Proceed is issued.

Close-out Documents:
Substantial completion will occur when the contractor considers the work to be substantially complete and the agency concurs. Substantial completion means that the user agency can occupy or utilize the work/area. The contractor is responsible for creating a list of items still to be completed or corrected. The user agency must approve the list. When the work is finally complete and inspected and accepted by the user agency, the final pay application may be submitted along with any required close-out documents. Such documents might include the certificate of occupancy, the permit signed off by CID, Lien releases, Consent of Surety, as-built drawings, warranty certificates, maintenance & Operations manuals, and verification of user training.

Warranties:
The Contractor warrants to the user agency that all work and all materials and equipment furnished under this price agreement will be of good quality, free from defects and faults and in conformance with the Project documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the user agency, the contractor shall furnish satisfactory evidence as the kind and quality of the materials and equipment. Unless otherwise specified, the contractor's workmanship, materials and equipment will be warranted for a period of one year beginning at the agreed upon date of substantial completion.

State Purchasing Zones:
Purchasing zones will be used to determine area covered by each awarded contractor and their pricing. Purchasing zones may be found below. Bidders are not required to bid on all purchasing zones but are encouraged to bid only for the areas where they can guarantee to provide cost effective service under this price agreement.

PURCHASING ZONES BY COUNTY:
Zone 1: San Juan, McKinley
Zone 2: Santa Fe, Los Alamos, Rio Arriba, Taos, San Miguel, Mora, Colfax, Union, Harding
Zone 3: Bernallilo, Sandoval, Valencia, Cibola, Catron, Socorro, Torrance, Guadalupe, Roosevelt, De Baca, Quay, Curry
Zone 4: Dona Ana, Sierra, Grant, Luna, Hildago, Otero, Lincoln
Zone 5: Chavez, Eddy, Lea

CONTRACTOR REQUIRED INFORMATION:
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 the appropriate valid contractor's license issued by the Construction Industries Division to bid and to perform the type of work to be undertaken, as set forth in § 60-13-12, NMSA 1978.

New Mexico Public Works Registration No: _____

Contractor's New Mexico License No.: _____.

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Contractor Classification No.: _____.

State Tax ID No.: _____

Federal Taxpayer ID No.: _____

NM RESIDENTPREFERENCE:

In-state resident contractors or businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the five percent (5%) bidding advantage to be applied.

NM RESIDENT VETERAN'S PREFERENCE:
NM Resident Veteran businesses must attach a copy of their current valid certificate **issued from the State Taxation and Revenue Department** in order for the ten percent (10%) bidding advantage to be applied.

COST PROPOSAL:
Bids for services are requested on a statewide basis and separate awards for each or combinations of zones may be utilized. Bidders are encouraged to bid only in areas where the bidder may adequately service this price agreement. The intent of this contract is to award the price agreement to companies who may best be able to perform the work in an effective, efficient manner.

If the contractor is bidding on multiple zones, contractor is to indicate price per zone where the work would be performed. See the attached five zone map to determine the zones in which to bid.

Zones to be serviced: _____ 1, _____ 2, _____ 3, _____ 4, _____ 5.
Contractors bidding in zones 1 and 2 must have a physical office in Albuquerque, Santa Fe or within ninety (90) miles of either of those cities

Regular Working Hours and After Hours Defined:
Regular Working Hours are defined as Monday through Friday 8 am through 5 pm local time.
After hours are defined as hours outside of Regular Working Hours.

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Items:

Item	Approx. Qty.	Unit	Description
1	1	Hour	Certified, Licensed Journeyman, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AB)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AC)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AD)	**$80.00**	**$75.00**	**$65.00**	**$75.00**	**$80.00**
	(AE)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$80.00**	**$80.00**	**$75.00**	**$85.00**	**$85.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$63.75**	**No Bid**
	(AJ)	**$104.23**	**$104.30**	**$104.23**	**$110.72**	**$110.72**
	(AK)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AL)	**$62.00**	**$60.00**	**$58.00**	**$72.00**	**$75.00**

Item	Approx. Qty.	Unit	Description
2	1	Hour	Certified, Licensed Journeyman, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$76.00**	**$76.00**	**$76.00**	**$76.00**	**$76.00**
	(AD)	**$80.00**	**$75.00**	**$65.00**	**$75.00**	**$80.00**
	(AE)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$80.00**	**$80.00**	**$75.00**	**$85.00**	**$85.00**
	(AH)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$75.10**	**No Bid**
	(AJ)	**$104.23**	**$104.23**	**$104.23**	**$110.72**	**$110.72**
	(AK)	**$68.00**	**$68.00**	**$68.00**	**$68.00**	**$68.00**
	(AL)	**$68.00**	**$66.00**	**$65.00**	**$78.00**	**$81.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
3	1	Hour	Certified, Licensed Journeyman, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AD)	**$120.00**	**$112.50**	**$97.50**	**$112.50**	**$120.00**
	(AE)	**$115.00**	**$115.00**	**$115.00**	**$115.00**	**$115.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$84.68**	**No Bid**
	(AJ)	**$139.75**	**$139.75**	**$139.75**	**$149.25**	**$149.25**
	(AK)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AL)	**$93.00**	**$90.00**	**$87.00**	**$108.00**	**$113.00**

Item	Approx. Qty.	Unit	Description
4	1	Hour	Certified, Licensed Journeyman, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AB)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AC)	**$92.00**	**$92.00**	**$92.00**	**$92.00**	**$92.00**
	(AD)	**$120.00**	**$112.50**	**$97.50**	**$112.50**	**$120.00**
	(AE)	**$155.00**	**$155.00**	**$155.00**	**$155.00**	**$155.00**
	(AF)	**$67.58**	**$67.58**	**$67.58**	**$67.58**	**$67.58**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$80.00**	**$80.00**	**$80.00**	**$80.00**	**$80.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$97.25**	**No Bid**
	(AJ)	**$139.75**	**$139.75**	**$139.75**	**$149.25**	**$149.25**
	(AK)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AL)	**$102.00**	**$99.00**	**$98.00**	**$117.00**	**$122.00**

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Item	Approx. Qty.	Unit	Description
5	1	Hour	Experienced Apprentice, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$55.00**	**$55.00**	**$55.00**	**$55.00**	**$55.00**
	(AD)	**$65.00**	**$60.00**	**$50.00**	**$60.00**	**$65.00**
	(AE)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$65.00**	**$65.00**	**$60.00**	**$70.00**	**$70.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$56.00**	**No Bid**
	(AJ)	**$50.49**	**$50.49**	**$50.49**	**$56.98**	**$56.98**
	(AK)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AL)	**$43.00**	**$41.00**	**$40.00**	**$52.00**	**$55.00**

Item	Approx. Qty.	Unit	Description
6	1	Hour	Experienced Apprentice, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AD)	**$65.00**	**$60.00**	**$50.00**	**$60.00**	**$65.00**
	(AE)	**$62.00**	**$62.00**	**$62.00**	**$62.00**	**$62.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$65.00**	**$65.00**	**$60.00**	**$70.00**	**$70.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$63.75**	**No Bid**
	(AJ)	**$50.49**	**$50.49**	**$50.49**	**$56.98**	**$56.98**
	(AK)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AL)	**$47.00**	**$45.00**	**$43.00**	**$55.00**	**$58.00**

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Item	Approx. Qty.	Unit	Description
7	1	Hour	Experienced Apprentice, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AD)	**$97.50**	**$90.00**	**$75.00**	**$90.00**	**$97.50**
	(AE)	**$56.00**	**$56.00**	**$56.00**	**$56.00**	**$56.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$85.00**	**$85.00**	**$80.00**	**$90.00**	**$90.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$78.37**	**No Bid**
	(AJ)	**$70.98**	**$70.98**	**$70.98**	**$80.48**	**$80.48**
	(AK)	**$48.00**	**$48.00**	**$48.00**	**$48.00**	**$48.00**
	(AL)	**$65.00**	**$62.00**	**$60.00**	**$78.00**	**$83.00**

Item	Approx. Qty.	Unit	Description
8	1	Hour	Experienced Apprentice, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AB)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AC)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AD)	**$97.50**	**$90.00**	**$75.00**	**$90.00**	**$97.50**
	(AE)	**$105.00**	**$105.00**	**$105.00**	**$105.00**	**$105.00**
	(AF)	**$44.18**	**$44.18**	**$44.18**	**$44.18**	**$44.18**
	(AG)	**$85.00**	**$85.00**	**$80.00**	**$90.00**	**$90.00**
	(AH)	**$70.00**	**$70.00**	**$70.00**	**$70.00**	**$70.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$80.25**	**No Bid**
	(AJ)	**$70.98**	**$70.98**	**$70.98**	**$80.48**	**$80.48**
	(AK)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AL)	**$71.00**	**$68.00**	**$65.00**	**$83.00**	**$87.00**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

Item	Approx. Qty.	Unit	Description
9	1	Hour	Laborer, Regular Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	(AB)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AC)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AD)	**$60.00**	**$55.00**	**$45.00**	**$55.00**	**$60.00**
	(AE)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$43.00**	**$43.00**	**$40.00**	**$48.00**	**$48.00**
	(AH)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$32.00**	**No Bid**
	(AJ)	**$12.39**	**$12.39**	**$12.39**	**$12.39**	**$12.39**
	(AK)	**$35.00**	**$35.00**	**$35.00**	**$35.00**	**$35.00**
	(AL)	**$28.00**	**$26.00**	**$25.00**	**$38.00**	**$41.00**

Item	Approx. Qty.	Unit	Description
10	1	Hour	Laborer, Regular Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$55.00**	**$55.00**	**$55.00**	**$55.00**	**$55.00**
	(AD)	**$60.00**	**$55.00**	**$45.00**	**$55.00**	**$60.00**
	(AE)	**$48.00**	**$48.00**	**$48.00**	**$48.00**	**$48.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$43.00**	**$43.00**	**$40.00**	**$48.00**	**$48.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$38.00**	**No Bid**
	(AJ)	**$24.37**	**$24.37**	**$24.37**	**$24.37**	**$24.37**
	(AK)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AL)	**$34.00**	**$32.00**	**$31.00**	**$44.00**	**$47.00**

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Item	Approx. Qty.	Unit	Description
11	1	Hour	Laborer, After Hours Worked, Non Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$25.00**	**$25.00**	**$25.00**	**$25.00**	**$25.00**
	(AB)	**$40.00**	**$40.00**	**$40.00**	**$40.00**	**$40.00**
	(AC)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AD)	**$90.00**	**$82.50**	**$67.50**	**$82.50**	**$90.00**
	(AE)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$60.00**	**$60.00**	**$58.00**	**$65.00**	**$65.00**
	(AH)	**$60.00**	**$60.00**	**$60.00**	**$60.00**	**$60.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$45.00**	**No Bid**
	(AJ)	**$18.59**	**$18.59**	**$18.59**	**$18.59**	**$18.59**
	(AK)	**$45.00**	**$45.00**	**$45.00**	**$45.00**	**$45.00**
	(AL)	**$42.00**	**$39.00**	**$38.00**	**$57.00**	**$62.00**

Item	Approx. Qty.	Unit	Description
12	1	Hour	Laborer, After Hours Worked, Wage Decision Project

		Unit Price				
		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$30.00**	**$30.00**	**$30.00**	**$30.00**	**$30.00**
	(AB)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AC)	**$71.00**	**$71.00**	**$71.00**	**$71.00**	**$71.00**
	(AD)	**$90.00**	**$82.50**	**$67.50**	**$82.50**	**$90.00**
	(AE)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AF)	**$34.98**	**$34.98**	**$34.98**	**$34.98**	**$34.98**
	(AG)	**$60.00**	**$60.00**	**$58.00**	**$65.00**	**$65.00**
	(AH)	**$65.00**	**$65.00**	**$65.00**	**$65.00**	**$65.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$49.00**	**No Bid**
	(AJ)	**$33.12**	**$33.12**	**$33.12**	**$33.12**	**$33.12**
	(AK)	**$50.00**	**$50.00**	**$50.00**	**$50.00**	**$50.00**
	(AL)	**$51.00**	**$48.00**	**$47.00**	**$66.00**	**$70.00**

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Item	Approx. Qty.	Unit	Description
13	1	Hour	Project Manager/Supervisor

Unit Price

		Zone 1	Zone 2	Zone 3	Zone 4	Zone 5
Vendor:	(AA)	**$75.00**	**$75.00**	**$75.00**	**$75.00**	**$75.00**
	(AB)	**$90.00**	**$90.00**	**$90.00**	**$90.00**	**$90.00**
	(AC)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AD)	**$85.00**	**$80.00**	**$75.00**	**$80.00**	**$85.00**
	(AE)	**$165.00**	**$165.00**	**$165.00**	**$165.00**	**$165.00**
	(AF)	**$75.68**	**$75.68**	**$75.68**	**$75.68**	**$75.68**
	(AG)	**$105.00**	**$105.00**	**$100.00**	**$110.00**	**$110.00**
	(AH)	**$85.00**	**$85.00**	**$85.00**	**$85.00**	**$85.00**
	(AI)	**No Bid**	**No Bid**	**No Bid**	**$70.00**	**No Bid**
	(AJ)	**$118.49**	**$118.49**	**$118.49**	**$124.98**	**$124.98**
	(AK)	**$95.00**	**$95.00**	**$95.00**	**$95.00**	**$95.00**
	(AL)	**$75.00**	**$73.00**	**$72.00**	**$85.00**	**$87.00**

Item	Approx. Qty.	Unit	Description
14	1	Hour	Off Retail for All Parts and Materials

Unit Price

Vendor:	(AA)	**10%**
	(AB)	**0%**
	(AC)	**10%**
	(AD)	**0%**
	(AE)	**10%**
	(AF)	**0%**
	(AG)	**10%**
	(AH)	**5%**
	(AI)	**0%**
	(AJ)	**15%**
	(AK)	**5%**
	(AL)	**5%**

DocuSign Envelope ID: 4D14CC8B-4E74-48AA-81E4-442C24141104

ITEMS BELOW ARE TO BE SHOWN ON PROJECT QUOTES AND AS PART OF THE APPROVED FIXED PRICE CONTRACT PER PROJECT

Item Article and Description

15 SUBCONTRACTOR WORK INCLUDING PROFESSIONAL SERVICES-
ACTUAL QUOTE (PROVIDE DOCUMENTATION) (No Markup Allowed)

16 PARTS/MATERIAL (No Markup Allowed)

17 EQUIPMENT RENTAL or UTILIZATION
ACTUAL QUOTE (PROVIDE DOCUMENTATION) or Utilization costs which shall be based on the life expectancy of the equipment and the purchase price of the equipment. (No Markup Allowed)

18 OTHER ASSOCIATED COSTS
ACTUAL QUOTE (PROVIDE DOCUMENTATION EACH COST MUST BE DESCRIBED ON INDIVIDUAL LINES) (No Markup Allowed)

Item		Unit	Description
19		Miles	One Way Per Mile Cost Based on Federal Government Rate Times Miles over 50, 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.

	Company Name	Physical Address
(AA)	APIC Solutions, Inc.	**5550 Midway Park Place NE, Albuquerque, NM 87109**
(AB)	Allied Electric Inc	**2859 Cerrillos Road, Santa Fe, NM 87507**
(AC)	Alpha & Omega Electric, LLC	**3211 Claremont Ave NE, Albuquerque, NM 87107**
(AD)	B&D Industires, Inc.	**9720 Bell Avenue SE, Albuquerque, NM 87123**
(AE)	Bixby Electric, Inc.	**521 Wheeler Ave., SE, Albuquerque, NM 87102**
(AF)	Enterprise Electrical Services, Inc.	**9708 Bell Ave SE, Albuquerque, NM 87123**
(AG)	Great Western Electrical, Inc.	**3310 Girard Blvd NE, Albuquerque, NM 87107**
(AH)	HEI, Inc.	**3800 Vassar Dr, NE, Albuquerque, NM 87107**
(AI)	Lynco Electric Co. Inc.	**1520 West Amador Ave., Las Cruces, NM 88005**
(AJ)	McDade-Woodcock, Inc.	**2404 Claremont Ave. NE, Albuquerque, NM 87107**
(AK)	Red Seven Electric	**50 Manzano Rd, Los Lunas, NM 87031**
(AL)	Wizer Electric, LLC	**6017 Del Carmen Dr. NE, Rio Rancho, NM 87144**

20 PERMIT AND FEES AT ACTUAL COST (No Markup Allowed)

21 BOND AT ACTUAL COST (No Markup Allowed)

22 NEW MEXICO GROSS RECEIPTS TAX
WILL BE CALCULATED BY AGENCY BASED ON PROJECT LOCATION RATE

23 BUILDER'S RISK INSURANCE AT ACTUAL COST (No Markup Allowed)

*** 23 Items Total ***

DocuSign

Certificate Of Completion

Envelope Id: 4D14CC8B4E7448AA81E4442C24141104
Status: Completed
Subject: GSD/SPD Procurement#: 10-00000-21-00095
Source Envelope:
Document Pages: 27 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Michael Saavedra
13 Bataan Blvd
Santa Fe, NM 87508
Michael.Saavedra@state.nm.us
IP Address: 164.64.63.2

Record Tracking

Status: Original
6/15/2021 2:07:04 PM
Holder: Michael Saavedra
Michael.Saavedra@state.nm.us
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
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: 174.205.37.123	Sent: 6/15/2021 2:08:25 PM Viewed: 6/15/2021 2:08:35 PM Signed: 6/15/2021 2:08:43 PM
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: 73.127.219.222	Sent: 6/15/2021 2:08:46 PM Viewed: 6/15/2021 2:09:30 PM Signed: 6/15/2021 2:09:53 PM
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) **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: 164.64.62.10	Sent: 6/15/2021 2:09:56 PM Viewed: 6/15/2021 2:38:28 PM Signed: 6/15/2021 2:39:33 PM

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	6/15/2021 2:08:25 PM
Certified Delivered	Security Checked	6/15/2021 2:38:28 PM
Signing Complete	Security Checked	6/15/2021 2:39:33 PM
Completed	Security Checked	6/15/2021 2:39:33 PM

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.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203144

Contractor: **B&D Industries**

Description: **Turnkey field lighting installation for MRC Soccer Valley via State Price Agreement # 00-00000-21-00095.**

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

Term Start Date: **January 13, 2022** Term End Date: December 31, 2023

[☑] Approved by Council Date: **Pending**

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

[☐] Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Fran Dunaway (Dec 14, 2021 13:54 MST)

Purchasing Officer Review: Dec 14, 2021 Date:

Comment & Exceptions: Use of SWPA for issuance of contract. 2 year agreement. exp 12/31/2023

4. **Funding Source:** MUNRECCMP 530 **Org / Object:** 5300279.572970

Andy Hopkins (Dec 14, 2021 09:17 MST)

Budget Officer Approval: Dec 14, 2021 Date:

Comment & Exceptions: City /County Match applies up to $500,000

Staff Contact who completed this form: Melissa A. McDonald Phone # 505-303-9502

Email: mamcdonald@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: 9720 BELL SE
ALBUQUERQUE, NM 87123

CRS Number: 01-716872-004

Owner: B & D INDUSTRIES INC

License Number: 224955

License Type: Business License - Renewable

Issued Date: December 29, 2020

Classification: Out of Jurisdiction Contractor - General

Expiration Date: December 29, 2021

Fees Paid: $10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Works / MRC Soccer Valley	12/7/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Construction	5300279	572970	MRC35520A	500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Santa Fe County (19-0792)	5300279	491010	MRC35520A	(500,000)	
				$ -	$ -

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

Per MOU with Santa Fe County for the MRC Soccer Valley Improvements funded by SF County 19-0792.

{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 12/7/2021
Prepared By *{print name}* Date

Melissa A. McDonald
Melissa A. McDonald (Dec 7, 2021 14:09 MST)

Division Director Signature *{optional}* Date

Regina Wheeler
Regina Wheeler (Dec 7, 2021 15:03 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 (Dec 7, 2021 15:22 MST)

Budget Officer Date

Finance Director *{≤ $5,000}* Date

N/A

City Manager *{≤ $60,000}* Date

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Request for the Approval of the Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502).

1) Request for Approval of Budget Amendment Resolution (BAR) to allocate $500,000 from the Santa Fe County Match Funds per MOU 19-0792 into budget for this project.

Committee		**Review**
Finance	Committee:	01/03/2022
Public	Works:	01/10/2022
City Council: 01/12/2022		

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

ACTION SHEET
PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022

ISSUSE NO. 7c

Request for Approval of an Agreement with B&D Industries for the Installation of Soccer Field Lighting at the Municipal Recreation Complex in the Total Amount of $666,342.43 Including New Mexico Gross Receipts Tax. (Melissa A. McDonald, Parks Division Director, mamcdonald@santafenm.gov, 505-303-9502)

1. Request for Approval of Budget Amendment Resolution (BAR) to Allocate $500,000 from the Santa Fe County Match Funds Per MOU 19-0792 into Budget for this Project.

Committee Review
Finance Committee: 01/03/2022
Public Works: 01/10/2022
City Council: 01/12/2022

PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/12/2022 Governing Body

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

City of Santa Fe, New Mexico
Memorandum

Date: December 27, 2021

To: Members of the Governing Body

From: Patricia Feghali, Assistant City Attorney PF

Via: Erin K. McSherry, City Attorney EM

RE: A Joint Resolution Recognizing the Existence of Open Issues Related to Annexing and Establishing Negotiating Teams to Develop Non-Binding Proposals to Resolve Those Issues

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EXECUTIVE SUMMARY:
The most recent Annexation Agreements between the City of Santa Fe("City") and Santa Fe County ("County") have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Governing Body and members of the Santa Fe Board of County Commissioners ("Board") to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

BACKGROUND:
On May 19, 2008 the City, County, and others entered into that certain Settlement Agreement and Mutual Release of Claims ("Settlement Agreement"), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits. Several other agreements were subsequently entered into in order to implement this Settlement Agreement.

While most of the respective obligations under the Settlement Agreement have been met and many of the goals of the Settlement Agreement have been achieved, there are still some open items related to annexation that require attention, including but not necessarily limited to: the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18.

This Resolution would approve the appointment of City Councilors Signe Lindell and Jamie Cassutt and appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations in order to present non-binding proposals for consideration by the Governing Body and the Board. The Santa Fe City Manager would also designate staff to support these negotiations. The negotiations would not be subject to the Open Meetings Act and are not binding on either party.

The members of the negotiation team would present principles of agreement on all open annexation items to the Governing Body and Board, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

ACTION REQUESTED:
Staff request that the Governing Body adopt this Resolution and approve the appointment of Councilors Lindell and Cassutt to a negotiation team in order to develop non-binding proposals with members of the Santa Fe Board of County Commissioners regarding open issues relating to Annexation.

ATTACHMENTS:
Resolution
County Resolution No. 2021-105
Fiscal Impact Report

SANTA FE COUNTY

RESOLUTION NO. 2021 -___

INTRODUCED BY:

Commissioner Anna Hansen

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Signe I. Lindell Councilor Jamie 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.

WHEREAS, on May 19, 2008, the City of Santa Fe ("City"), Santa Fe County ("County"), and others entered into that certain Settlement Agreement and Mutual Release of Claims ("Settlement Agreement"), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe

and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone (collectively, "Implementation Agreements"); and

WHEREAS, while the parties have discharged the majority of their respective obligations under the Settlement Agreement and Implementation Agreements and many of the overarching goals of the Settlement Agreement have been achieved, the Board of County Commissioners ("Board") and the Governing Body recognize that there are open items related to annexation that require resolution; and

WHEREAS, those open items include, but are not necessarily limited to, the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18; and

WHEREAS, the Board and Governing Body desire to see all open items comprehensively resolved rather than addressed in piecemeal fashion; and

WHEREAS, the Board and Governing Body wish to facilitate such comprehensive resolution by having duly appointed County Commissioners and City Councilors negotiate non-binding proposals for consideration by the Board and Governing Body; and

WHEREAS, the Board and Governing Body wish to acknowledge the existence of such non-binding negotiations and appoint less than a quorum of their respective members to participate in them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS AND THE GOVERNING BODY that:

1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations described herein.

2. The Governing Body hereby approves the appointment of Councilors Signe Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

3. The non-binding negotiations described herein are not subject to the Open Meetings Act, as the proposals developed through them are not binding on the Board or Governing Body and less than a quorum of the Board and Governing Body are participating in them.

4. As the items to be discussed relate to obligations under the Settlement Agreement and/or Implementing Agreements, the non-binding negotiations described herein constitute compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants' conduct and statements made during the negotiations and proposals made are confidential and inadmissible in any future litigation between the parties except as provided in Rule 11-408.

5. The County Manager and City Manager shall designate appropriate staff to support the non-binding negotiations described herein.

6. By April 13, 2022, County and City representatives shall present principles of agreement on all open annexation items to the Board and Governing Body, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Joint Resolution Concerning Non-Binding Negotiations

RESOLUTION NO. 2021-105

Introduced by Commissioner Anna Hansen

CITY OF SANTA FE

RESOLUTION NO. 2022-___

Introduced by Councilor Signe I. Lindell and Councilor Jamie Cassutt

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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

WHEREAS, on May 19, 2008, the City of Santa Fe (City), Santa Fe County (County), and others entered into that certain Settlement Agreement and Mutual Release of Claims (Settlement Agreement), pursuant to which, among other things, the City agreed to annex certain areas of the County, the City and County established utility service areas, and the City and County established land use jurisdiction within and beyond the Presumptive City Limits; and

WHEREAS, the City and County subsequently entered into a variety of agreements to implement the Settlement Agreement, including, but not limited, to that certain Annexation Phasing Agreement between the City of Santa Fe and Santa Fe County (which was subsequently amended); County of Santa Fe and the City of Santa Fe Memorandum of Understanding for Fire Protection and EMS Service; the Roadway Improvements Memorandum of Understanding between the County of Santa Fe and the City of Santa Fe; Agreement regarding Water, Wastewater and Solid Waste Required by the Settlement Agreement and Mutual Release of Claims; County of Santa Fe and the City of Santa Fe Mutual Aid Agreement for Law Enforcement Services; and City of Santa Fe and Santa Fe County Agreement Regarding Water and Wastewater Service for Agua Fria, Hyde Park, High Summit, and Cloudstone (collectively, Implementation Agreements); and

WHEREAS, while the parties have discharged the majority of their respective obligations under the Settlement Agreement and Implementation Agreements and many of the overarching goals of the Settlement Agreement have been achieved, the Board of County Commissioners (Board) and City Council (Council) recognize that there are open items related to annexation that require resolution; and

WHEREAS, those open items include, but are not necessarily limited to, the annexation of the remainder of Area 1, North of Alameda; drainage improvements to Alameda Road; and Fire Protection and EMS services within Areas 2, 4, and 18; and

WHEREAS, the Board and Council desire to see all open items comprehensively resolved rather than addressed in piecemeal fashion; and

SFC CLERK RECORDED 12/01/2021

WHEREAS, the Board and Council wish to facilitate such comprehensive resolution by having duly appointed County Commissioners and City Councilors negotiate non-binding proposals for consideration by the Board and Council; and

WHEREAS, the Board and Council wish to acknowledge the existence of such non-binding negotiations and appoint less than a quorum of their respective members to participate in them.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AND COUNCIL AS FOLLOWS:

1. The Board hereby appoints Commissioners Anna Hansen and Hank Hughes to participate in the non-binding negotiations described herein.

2. The Council hereby appoints Councilors Signe I. Lindell and Jamie Cassutt to participate in the non-binding negotiations described herein.

3. The non-binding negotiations described herein are not subject to the Open Meetings Act, as the proposals developed through them are not binding on the Board or Council and less than a quorum of the Board and Council are participating in them.

4. As the items to be discussed relate to obligations under the Settlement Agreement and/or Implementing Agreements, the non-binding negotiations described herein constitute compromise negotiations within the meaning of Rule 11-408 NMRA. Accordingly, participants' conduct and statements made during the negotiations and proposals made are confidential and inadmissible in any future litigation between the parties except as provided in Rule 11-408.

5. The County Manager and City Manager shall designate appropriate staff to support the non-binding negotiations described herein.

6. By April 13, 2022, County and City representatives shall present principles of agreement on all open annexation items to the Board and Council, report that negotiations are at an impasse, or report that additional time is needed to complete the non-binding negotiations; provided, however, that neither the City nor the County is obligated to continue to participate in non-binding negotiations after April 13, 2022.

SFC CLERK RECORDED 12/01/2021

PASSED, APPROVED, AND ADOPTED THIS 30th DAY OF NOVEMBER, 2021.

BOARD OF COUNTY COMMISSIONERS

Henry P. Roybal, Chair

ATTEST:

Katharine E. Clark, Santa Fe County Clerk

APPROVED AS TO FORM:

11-29-21

Gregory S. Shaffer, Santa Fe County Attorney

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 4

I Hereby Certify That This Instrument Was Filed for Record On The 1ST Day Of December, 2021 at 08:45:35 AM And Was Duly Recorded as Instrument # 1973159 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Destiny Romero County Clerk, Santa Fe, NM

SFC CLERK RECORDED 12/01/2021

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF JANUARY, 2022.

GOVERNING BODY OF THE CITY OF SANTA FE

_____

Alan M. Webber, Mayor

ATTEST:

_____

Kristine Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

_____

Erin K. McSherry, City Attorney

SFC CLERK RECORDED 12/01/2021

FIR No. 10358

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Joint Resolution Concerning Non-Binding Negotiations

Sponsor(s): N/A

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Patricia Feghali, Assistant City Attorney Date: 12/10/21 Phone: 955-6501

Reviewed by City Attorney: _____ Date: Dec 27, 2021

Reviewed by Finance Director: _____ Date: Jan 2, 2022

Summary:
The most recent Annexation Agreements between the City of Santa Fe and Santa Fe County have several issues that have not been completely resolved. This Joint Resolution would establish a negotiating team of members of Santa Fe Governing Body and members of the Santa Fe Board of County Commissioners to enter into non-binding negotiations to resolve these outstanding issues. Under this Resolution, neither the City nor the County would be required to participate in the non-binding negotiations after April 13, 2022.

Departments Affected:
City Manager's Office, City Attorney's Office, and Planning and Land Use Department

Consequences of Not Enacting Legislation:
The City and County of Santa Fe would continue to have unresolved issues regarding annexation.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Supplement to other Annexation agreements and legislation, including the May 19, 2008 Settlement Agreement and Mutual Release of Claims between the City of Santa Fe and Santa Fe County.

Performance and Administrative Implications:
This Resolution is solely to enter into non-binding negotiations. If negotiations are useful, this should help to work out remaining issues with the Annexation agreements. If the negotiations are not useful there would be no change in the status quo.

Fiscal Implications:
This Resolution is solely to enter into non-binding negotiations so there should be no fiscal implication.

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:

This Resolution is solely to enter into non-binding negotiations so there is no expenditure.

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:

This Resolution is solely to enter into non-binding negotiations so there is no revenue.

Signature: Patricia Feghali
Patricia Feghali (Dec 27, 2021 16:30 MST)

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

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor 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. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body:	01/12/22

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022
ISSUE NO. 7e Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor 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. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov) **Committee Review:** Introduced: 12/08/2021 Finance Committee: 01/03/2022 Public Works and Utilities Committee: 01/10/2022 Governing Body: 01/12/2022
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/12/2022 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

10. CONSENT CALENDAR

f. Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor 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. (Pat Feghali, Assistant City Attorney: pfeghali@santafenm.gov)

Committee Review:

Introduced: 12/08/2021
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

Name: Stefanie Beninato
Comment - 01/12/2022 11:51 AM: (No Vote)
I understand the need for negotiations not to be subject to Open Meetings and I understand that this negotiation team meets the requirements not to comply with the Open Meetings Act. However, the city is seemingly going in the direction of less transparency with the meetings on police abuse, CHART and now these negotiations not subject to the Open Meetings requirements.

City of Santa Fe, New Mexico
Memorandum

Date: December 31, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Kristine Mihelcic, City Clerk KM,
Erin K. McSherry, City Attorney EM

RE: Adoption of notice requirements for 2022

EXECUTIVE SUMMARY:
The proposed Resolution repeals Resolution No. 2021-3 and adopts a new notice requirements for 2022.

BACKGROUND:
The New Mexico Open Meetings Act ("OMA"), NMSA 1978, Sections 10-15-1 to -4 requires that public bodies adopt notice requirements for public meetings at least annually. As a result, each year the Governing Body adopts a Resolution adopting notice requirements for that year.

ACTION REQUESTED:
Adopt the proposed Resolution as presented.

ATTACHMENTS:
Resolution
Resolution No. 2021-3
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-___

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

RESCINDING RESOLUTION NO. 2021-3 RELATING TO THE OPEN MEETINGS ACT; AND ADOPTING ANNUAL NOTICE REQUIREMENTS FOR 2022.

WHEREAS, the New Mexico Open Meetings Act ("Open Meetings Act"), NMSA 1978, Sections 10-15-1 to -4, requires that public bodies "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body"; and

WHEREAS, the Open Meetings Act governs the Governing Body and the Governing Body's subordinate policymaking bodies;

WHEREAS, the City desires to rescind its prior year's Open Meeting Act Resolution, Resolution No. 2021-3, and to adopt new notice requirements for the City's policymaking bodies; and

WHEREAS, the City of Santa Fe seeks to give annual notice to the public of its determination, pursuant to NMSA 1978, Section 10-15-1(D), that seventy-two (72) hours' notice prior to its meetings and the meetings of its subordinate policymaking bodies is deemed by the City to be reasonable notice.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Resolution No. 2021-3 is hereby rescinded.

Section 2. The applicability of the Open Meetings Act to the City's policymaking bodies is recognized.

Section 3. The notice requirements set forth below are hereby adopted.

A. The City shall give a minimum of seventy-two (72) hours' notice of all regular meetings of the Governing Body and its subordinate policymaking bodies.

B. The notice shall include the date, time, and place of the planned meeting and a list of specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such an agenda.

C. The City shall make the notice available to the public and news media through reasonable means, including posting on the City's website.

D. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 4. Regular Meetings of the Governing Body

A. Unless otherwise specified, including in subsections B and C below, regular meetings of the Governing Body shall be held as follows:

i. On the second and last Wednesday of each month.

ii. In the City Council Chambers of the municipal building of the City, located at 200 Lincoln Avenue, Santa Fe.

B. During the declared COVID-19 emergency, while it is difficult or impossible for the Governing Body to meet in person, regular meetings of the Governing Body may be held virtually and broadcast via the City's YouTube channel, the City's Government Channel on Comcast Channel 28 or Comcast Channel HD928, and on the radio at KSFR 101.1 FM.

Section 5: Special Meetings

A. The City shall provide a minimum of 72 hours' notice of all special meetings of

the Governing Body and its subordinate policymaking bodies.

B. Unless otherwise specified, special meetings are held at the same place specified in Section 4(A)(ii) above. The date, time, and place of a special meeting shall appear on the agenda and be made available to the public and news media through reasonable means including posting on the City's website.

C. The agenda shall be filed, recorded, and posted with the office of the City Clerk.

Section 6: Quasi-Judicial Committees and Subordinate Policymaking Bodies

A. The Governing Body hereby requires that every quasi-judicial committee, board, or commission, including but not limited to the planning commission, historic design review board, and board of adjustment, follow the same notice requirements as the Governing Body, and as provided in this resolution and the Open Meetings Act.

B. The Governing Body of the City hereby requires that all other policymaking boards, commissions, and committees shall follow the same notice requirements as provided by the Open Meetings Act.

Section 7: Emergency Meetings

A. Pursuant to its procedural rules, the Governing Body or subordinate policymaking body may call, with, if possible, up to 24-hours' notice, a meeting to consider any matter that needs emergency treatment because of a clear and present danger to the health, welfare, or safety of the people of the City. When possible, 24-hour telephonic notice will be given to all media who normally cover City meetings before the emergency meeting commences.

B. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Unless there is a state of national emergency already declared for the same reasons, within ten

days of taking action on an emergency matter, the City will notify the Attorney General's Office that the emergency meeting took place.

PASSED, APPROVED, and ADOPTED this __ day of _____ 2022.

_____

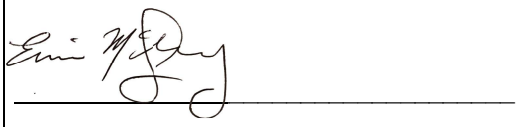
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/Resolutions/2022/Open Meetings Act - 2022

FIR No. 10380

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Open Meetings Act - 2022

Sponsor(s): Mayor Webber

Reviewing Department(s): City Attorney/City Clerk

Staff Completing FIR: Erin McSherry/Kristine Mihelcic Date: 12/9/21 Phone: 955-6961/955-6327

Reviewed by City Attorney: Erin McSherry Date: Jan 2, 2022

Reviewed by Finance Director: Mary McCoy Date: Jan 2, 2022

Summary: The purpose of this Resolution is to rescind Resolution No. 2020-1, relating to the Open Meetings Act; and adopt annual notice requirements for 2022.

Departments Affected:
All

Consequences of Not Enacting Legislation:
If not adopted, the Governing Body would need to adopt regular notice by a different manner in a public meeting as required by the OMA.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Rescinding Resolution No. 2021-3.

Performance and Administrative Implications:
The Governing Body, City Council Standing Committees, and advisory committees must adhere to the Open Meetings Act, unless otherwise specified. Stenographers are provided for Land Use Board meetings, City Council Standing Committee meetings, and Governing Body meetings.

Fiscal Implications:
Funds for stenographers come from the General fund and are included in the City Clerk's budget for FYE22.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 22	FYE 23	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$35,000	$35,000	$		R		
Operating	$	$	$				$
Total:	$35,000	$35,000	$35,000				$105,000

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

Expenditure Narrative:

The City Clerk's Office allocated $35,000 for stenographer contracting costs associated with providing detailed minutes to certain committees including Governing Body, the City Council Standing Committees, and Planning Commission.

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: kmmihelcic@ci.santa-fe.nm.us

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber) A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body: 01/12/22Consideration of Resolution No. 2022-__. (Councilor Lindell and Councilor Cassutt)	

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-

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

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 01/10/2022
ISSUE NO. 7f CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber) A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846) **Committee Review:** Introduced: 12/08/2021 Finance Committee: 01/03/2022 Public Works and Utilities Committee: 01/10/2022 Governing Body: 01/12/2022
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on consent agenda to forward to 01/12/2022 Governing Body
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR ROMERO-WIRTH	X		
COUNCILOR MICHAEL GARCIA	X		
COUNCILOR CHAVEZ	X		
COUNCILOR LEE GARCIA	X		

10. CONSENT CALENDAR

g. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)

A Resolution Rescinding Resolution No. 2021-3 Relating to the Open Meetings Act; and Adopting Annual Notice Requirements for 2022. (Kristine Mihelcic, City Clerk: kmmihelcic@santafenm.gov, 955-6846)

Committee Review:

Introduced: 12/08/2021
Finance Committee: 01/03/2022
Public Works and Utilities Committee: 01/10/2022
Governing Body: 01/12/2022

Name: Stefanie Beninato
Comment - 01/12/2022 11:51 AM: (Against)
72 hours does not seem like enough notice for the Open Meetings Act. Isn't 15 days now required for published notice?

City of Santa Fe, New Mexico
Memorandum

Date: December 14, 2021

To: Finance Committee, Quality of Life Committee, Public Works and Utilities Committee, and Governing Body

From: Jesse Guillen, Legislative Liaison

Via: Erin K. McSherry, City Attorney EM

RE: Bill amending Section 2-1.13 SFCC 1987 to establish that the mayor pro tempore serves on only one committee, which shall be the Finance Committee

---

EXECUTIVE SUMMARY:
The proposed Bill amends Section 2-1.13 regarding the three City Council Standing Committees to establish that the Mayor Pro Tem shall only be assigned to one of them, which shall be the Finance Committee.

BACKGROUND:
Section 2-1.13 establishes the three City Council Standing Committees and establishes that each committee shall consist of five members of the Governing Body. If the mayor assigns eight city councilors to 15 available positions with a distribution as close to even as possible on the three committees, it would mean that one member be left with only one committee assignment.

The sponsors believe that, given the mayor pro tempore's duty to serve as mayor when the mayor is unavailable or unable to serve in that office, that position is best suited to be assigned to only one committee assignment, and that the assignment should be to the Finance Committee.

ACTION REQUESTED:
Adopt the proposed Bill as presented.

ATTACHMENTS:
Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt

underscored material = new [~~bracketed material~~] = delete

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.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 2-1.13 of SFCC 1987 (being Ord. No. 1968-8, § 1, as amended) is amended to read:

2-1.13 Standing committees.

A. *Standing committee* means an advisory committee, appointed by the mayor with the approval of the city council, whose work is to be generally continuous and a part of the fundamental concerns of the governing body.

B. *City council standing committee* means a standing committee comprised entirely of governing body members.

C. Except where the content of a law or ordinance specifies a different meaning, which shall apply in that case, the definition of standing committee in paragraph A of this

subsection shall apply throughout SFCC 1987.

D. The mayor, with the approval of the city council, shall appoint the members of the standing committees at the first meeting of the governing body in even-numbered years and at such other times as the governing body deems appropriate.

E. City council standing committees shall consist of five (5) members.

F. City council standing committees:

1. *Public works and utilities committee.* The public works and utilities committee shall provide continuing oversight over land use, the operations of the city's water, wastewater, and solid waste collection and disposal utilities; solicit public comment; and study and make recommendations to the governing body concerning franchise agreements, the public works and public utilities annual operating budgets, capital improvements, the issuance of debt instruments, operational policies, and rules and regulations. The committee shall provide continuing oversight of development, maintenance, operations, and construction of roadways and related infrastructure, facilities, parking, stormwater infrastructure, property assets, and multimodal transportation, including transit, air travel, and pedestrian and bicycle infrastructure. The committee oversees the capital planning and project delivery for all city departments.

2. *Quality of life committee.* The quality of life committee works to ensure that all residents of Santa Fe have access to the physical, environmental, social, and economic resources they need to thrive. The committee shall solicit public comment and study and make recommendations to the governing body on policies related to the committee's jurisdiction. The committee works to improve wellbeing, health, and safety of all residents and visitors. It seeks to support equitable access to health and human services, employment, housing, education, and arts and culture, so that residents from every part of the city and of every income, age, religion, gender, ethnicity, ancestry,

sexual orientation, physical or mental handicap, and veteran or immigration status enjoy a high quality of life in Santa Fe.

3. *Finance committee.* The finance committee shall provide continuing oversight of the operations of the city's finances and shall solicit public comment and study and make recommendations to the governing body concerning the city's annual operating and capital budgets, the issuance of debt instruments, and financial operating policies, rules, and regulations. The committee may report to the governing body the cost of implementation for any order, ordinance, program, or other initiative pending before the body. The committee shall have the opportunity to review all matters concerning appropriations, city budget, loans, previously unbudgeted expenditures, and financial issues related to all city owned or leased facilities.

G. The mayor pro tempore shall serve on only one (1) city council standing committee, which shall be the finance committee.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2022.

_____

ATTEST: ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY *Legislation/2022/Bills/Mayor Pro Tem Committee Assignment*

FIR No. 10373

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): Mayor Pro Tem Committee Assignment

Sponsor(s): Councilors Romero-Wirth and Cassutt

Reviewing Department(s): City Attorney's Office/Legislative Services

Staff Completing FIR: Jesse Guillen Date: 12/10/21 Phone: 955-6518

Reviewed by City Attorney: _____ Date: Dec 22, 2021

Reviewed by Finance Director: _____ Date: Dec 16, 2021

Summary:
The Bill amends Section 2-1.13 to establish that the mayor pro tem shall only serve on one City Council Standing Committee and that the committee shall be the Finance Committee. The proposal is designed to allow even distribution of the eight councilors among the three city council standing committees that have five members, with the exception of the mayor pro tem, who would only sit on the Finance Committee. The sponsors believe that the additional duties assigned to the mayor pro tem make them the logical choice to be assigned to one committee.

Departments Affected:
None.

Consequences of Not Enacting Legislation:
Because City Code requires five (5) councilors per City Council Standing Committee, there will never be equal distribution of this type of committee assignment between the Councilors. If the Bill is not adopted, it will be up to the Mayor to decide which Councilor will receive only one committee assignment.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This bill relates to the proposed Resolution adopting a new version of the Governing Body Procedural Rules.

Performance and Administrative Implications:
None identified.

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 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

CONSIDERATION OF BILL NO. 2022-__. (Councilor Romero-Wirth and Councilor 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. (Jesse Guillen, Legislative Liaison: jbguillen@santafenm.gov, 955-6518)

Committee	**Review:**
Introduced:	12/08/21
Finance Committee:	01/03/22
Public Works and Utilities Committee:	01/10/22
Governing Body (request to publish):	01/12/22
Quality of Life Committee:	01/17/22
Governing Body (public hearing): 02/09/22	

FINANCE COMMITTEE ACTION:
Approved on Discussion

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

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

City of Santa Fe, New Mexico
Memorandum

Date: January 3, 2022

To: Governing Body

From: Bernadette Salazar, HR Director
Jarel LaPan Hill, City Manager

RE: Temporarily Modifying the City's Personnel Rules Regarding Administrative Leave to Provide a Standard Framework for Issuing COVID-19 Administrative Leave

---

EXECUTIVE SUMMARY:

This Resolution adopts a temporary change to the City's Personnel Rules to allow for a more efficient way for employees to be granted COVID-19 administrative leave with pay for city employees.

BACKGROUND:

The City of Santa Fe ("City") has a set of personnel rules ("Rules") that govern when sick leave may be used (Rules 13.30 and Rules 13.31) and the hours of administrative leave that may be granted (Rule 13.60). In March of 2020, the Governing Body temporarily modified those rules to expand their permitted uses during the COVID-19 Pandemic and as needed thereafter. The temporary modification to the City's sick leave rule allows sick leave to be used to care for a household member whose school or daytime is cancelled for public health reasons during a declared public health emergency; or for an employee who is unable to telecommute and is also recommended by the New Mexico Department of Health or a licensed health care provider to self-quarantine due to risk of spreading COVID-19. The temporary modification to the rule governing administrative leave allowed the City Manager to grant employees administrative leave if they have run out of sick leave, non-essential employees who are unable to telecommute, employees for whom the NMDOH or a licensed healthcare worker has recommended quarantine. The increasing number of cases, and individualized approach to administrative leave have created a significant administrative burden for the City Manager to review each request for administrative leave. Temporary modifications to the rules may be made "if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the City". Creating a standard amount of "COVID-19 Administrative Leave" for each City employee to be used in 2022 is an equitable and less burdensome approach to administrative leave.

ACTION REQUESTED:

Approval of the Resolution Temporarily Modifying the City's Personnel Rules Regarding Administrative Leave to Provide a Standard Framework for Issuing COVID-19 Administrative Leave. Your consideration is greatly appreciated.

ATTACHMENTS:

Resolution
Exhibit A to the Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

TEMPORARILY MODIFYING THE CITY'S PERSONNEL RULES REGARDING ADMINISTRATIVE LEAVE TO PROVIDE A STANDARD FRAMEWORK FOR ISSUING COVID-19 ADMINISTRATIVE LEAVE.

WHEREAS, the City of Santa Fe ("City") has a set of personnel rules ("Rules") that govern when sick leave may be used (Rules 13.30 and Rules 13.31) and the hours of administrative leave that may be granted (Rule 13.60); and

WHEREAS, the Governing Body temporarily modified those rules in March of 2020 to expand their permitted uses during the COVID-19 Pandemic and as needed thereafter; and

WHEREAS, the temporary modification to the City's sick leave rule allows sick leave to be used:

1. To care for a household member whose school or daytime is cancelled for public health reasons during a declared public health emergency; or

2. for an employee who is unable to telecommute and is also recommended by the New Mexico Department of Health or a licensed health care provider to self-quarantine due to risk

of spreading COVID-19; and

WHEREAS, the temporary modification to the rule governing administrative leave allows the City Manager to grant employees administrative leave if they have run out of sick leave, non-essential employees who are unable to telecommute, employees for whom the NMDOH or a licensed healthcare worker has recommended quarantine; and

WHEREAS, prior to the temporary additions made in March of 2020, Rule 13.60 already allowed a Department Director, with City Manager approval, to authorize up to five (5) consecutive days of administrative leave under "unusual circumstances, when it is in the best interests of the City to do so"; and

WHEREAS, the return to in-person services and facilities openings has resulted in increased numbers of close contacts when a City employee is COVID-19 positive; and

WHEREAS, since vaccinations have become readily available, the rules and guidance for quarantine and testing apply are different for vaccinated and unvaccinated persons; and

WHEREAS, in particular, certain vaccinated persons who are close contacts of persons identified as COVID positive are not required to quarantine, while unvaccinated persons must quarantine and test negative before returning to the workplace; and

WHEREAS, these disparate quarantine and testing requirements have resulted in inequitable need for, and access to, administrative leave; and

WHEREAS, the increasing number of cases, and individualized approach to administrative leave have created a significant administrative burden; and

WHEREAS, temporary modifications to the rules may be made "if it would be reasonable, appropriate, lawful, and necessary for the orderly and efficient administration of the City"; and

WHEREAS, creating a standard amount of "COVID-19 Administrative Leave" for each City employee to be used in 2022 is an equitable and less burdensome approach to administrative leave than the expansions to administrative leave previously adopted in March of 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the following temporary rule is adopted immediately and shall be effective for the remainder of calendar year 2022:

Rules 13.65 COVID-19 ADMINISTRATIVE LEAVE

COVID-19 Administrative Leave may be used when an employee is sick with COVID-19 and unable to work remotely or is required to quarantine or isolate and unable to work remotely.

All full-time employees shall receive eighty (80) hours of COVID-19 Administrative Leave, part time employees shall receive forty (40) hours of COVID-19 Administrative Leave, and Fire Department shift employees shall receive ninety-six (96) hours of COVID-19 Administrative leave for use during Calendar Year 2022. Any employee who resigns or is terminated forfeits COVID-19 Administrative leave and COVID-19 Administrative Leave is only available during Calendar Year 2022.

BE IT FURTHER RESOLVED that the temporary modifications to Rule 13.60 adopted in March of 2020 regarding administrative leave are repealed effective immediately and the modifications made at that time regarding sick leave shall remain in place.

BE IT FURTHER RESOLVED that these changes are documented in Exhibit A to this resolution.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2022.

_____

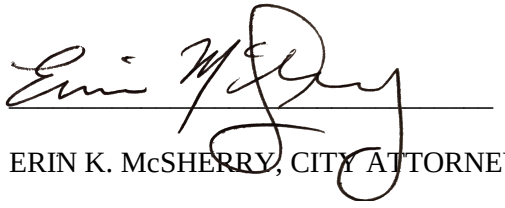
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Temporary Personnel Rules Change for Admin Leave

EXHIBIT A

13.60 Administrative Leave.

A. The Director or a Department Director may authorize and employee leave with pay, under unusual circumstances, when it is in the best interests of the City to do so for a period not to exceed five (5) consecutive days with prior approval of the City Manager.

~~B. During the declared public health emergency due to the COVID-19 pandemic, the City Manager may authorize administrative leave for~~

~~1. employees who have run out of sick leave;~~
~~2. non-essential public employees who are unable to telecommute; and~~
~~3. employees for whom the NMDOH or a licensed healthcare provider recommends quarantine.~~

[~~C~~] B. In accordance with the provision of Section 01-12-42, NMSA 1978, employees who are registered voters may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing times of the polls.

1. The employer may specify the hours during this period in which the employee may be absent.
2. These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls, or ends more than three (3) hours prior to the closing of the polls.
3. An employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charges with Leave Without Pay and subject to disciplinary action.

[~~D~~] C. When, in obedience to a subpoena, an employee appears as a witness before a federal or state grand jury or court, or before a federal or state agency, the employee shall be entitled to leave with pay for the required period. Fees received as a witness, excluding reimbursement for travel and meals, shall be remitted to the Finance Department.

[~~E~~] D. A person shall be entitled to leave with pay for serving on a federal or state grand or petit jury. Fees received as a juror, excluding reimbursement for travel, shall be remitted to the Finance Department.

[~~F~~] E. An employee who is released from jury duty shall report to work upon release or contact their supervisor if it would not be feasible to return to work. Failure to adhere to this provision will be considered unauthorized absence and may result in disciplinary action.

13.65 COVID-19 Administrative Leave

COVID-19 Administrative Leave may be used when an employee is sick with COVID-19 and unable to work remotely or is required to quarantine or isolate and unable to work remotely.

FIR No. 10370

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Temporary Rules Change for Admin Leave

Sponsor(s): Mayor Webber

Reviewing Department(s): Human Resources

Staff Completing FIR: Bernadette Salazar Date: 1/3/2022 Phone: 955-6591

Reviewed by City Attorney: _____ Date: Jan 3, 2022

Reviewed by Finance Director: _____ Date: Jan 3, 2022

Summary:
The Resolution adopts a temporary change to the City's Personnel Rules to allow for a more efficient way for employees to be granted COVID-19 administrative leave with pay for city employees.

Departments Affected:
All City departments.

Consequences of Not Enacting Legislation:
If the Resolution is not adopted, that situation could result in employees not receiving a benefit if they do not have access to submit requests or are too ill to submit requests. Not enacting the resolution will result in inefficient processing of administrative leave for employees, supervisors, the City Manager, HR and Payroll.

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

Performance and Administrative Implications:
If the resolution is adopted, the temporary rule change will require implementation from IT, Payroll and HR.

Fiscal Implications:
When employees are on leave, shifts that require another employee to fill in will result in overtime costs.The amount is unknown due to not knowing how many cases will arise. Although salaries are budgeted, this change will require processing from the relevant department, HR, and Payroll. In an effort to provide an average monthly cost of COVID-19 administrative leave based on previous months, the average fiscal impact of administrative leave is as follows: An average hourly rate of $25.34, an average of 20 cases per month would result in approximately $40,500 paid in COVID-19 administrative leave.

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	$ $40,500	$	$		NR		
Benefits*							
$40,500	$	$	$				
Capital Outlay							
Contractual/	$	$	$				
Professional Services							
Operating	$	$	$				$
Total:	$ $40,500	$	$				$ $40,500

* 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: Jarel LaPan Hill

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

Signature: Bernadette Salazar

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

11. DISCUSSION/ACTION ITEMS

a. CONSIDERATION OF RESOLUTION NO. 2022-__. (Mayor Webber)

A Resolution Temporarily Modifying the City's Personnel Rules Regarding Administrative Leave to Provide a Standard Framework for Issuing COVID-19 Administrative Leave. (Bernadette Salazar; Human Resources Director: bjsalazar@santafenm.gov, 955-6591)

Committee Review:

Governing Body: 12/08/2021 (Introduced)
Governing Body (Special Meeting): 01/03/2022
Governing Body: 01/12/2022

Name: Stefanie Beninato
Comment - 01/12/2022 11:51 AM: (No Vote)
11 a. Good to have a fixed number of COVID hours for each employee whether vaccinated or not—however, it still seems to reward those who choose not to be vaccinated. Can this leave be applied when schools close down?

City of Santa Fe, New Mexico
Memorandum

Date: December 8, 2021

To: Finance Committee
Quality of Life Committee
Governing Body

From: Gino Rinaldi, Division of Senior Services Director GR GINO Rinaldi (Dec 8, 2021 15:37 MST)

RE: Resolution supporting the 2022-2026 application and RFP issued by the NCNMEDD, Area Agency on Aging

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ITEM AND ISSUE:
A RESOLUTION SUPPORTING THE 2022-2026 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.

BACKGROUND AND SUMMARY:
Established in 1967, North Central New Mexico Economic Development District (NCNMEDD) is a New Mexico Council of Governments and quasi-governmental entity. NCNMEDD administers the Non-Metro Area Agency on Aging (Non-Metro AAA). One role of the Non-Metro AAA is to develop a comprehensive service delivery plan which assists older persons to maintain their independence and dignity while ensuring accountability and quality service delivery. This community-based delivery system may be provided directly or through this subcontracting process, which Non-Metro AAA is conducting within the 32-county service or service delivery area.

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals for the provision of services for older New Mexicans, to include, but not limited to, congregate meals, home delivered meals, transportation, adult day care, respite care, homemaker services, and other supportive and supplemental services. Every four years the North Central New Mexico Economic Development District, Area Agency on Aging issues a request for Proposals for prospective vendors to provide services to for senior citizens.

ACTION REQUESTED:
Approval of the 2022-2026 Resolution supporting the application and response to the Request for Proposals issued by the NCNMEDD Non-Metro Area Agency on Aging.

ATTACHMENTS:
Resolution and Financial Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Chris Rivera

Councilor Renee Villarreal

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.

WHEREAS, the Older Americans Act of 1965, as amended, was enacted by Congress to ensure provision of social services for America's elderly population; and

WHEREAS, the residents of Santa Fe were afforded an opportunity to submit their recommendations for senior services at an advertised public hearing; and

WHEREAS, the City of Santa Fe ("City") recognizes that there is a need to provide services for the senior citizens; and

WHEREAS, the Division of Senior Services of the City ("DSS") currently administers social services such as congregate meals, home delivered meals, housekeeping, respite, transportation, volunteer opportunities, and health promotion activities for senior citizens living

throughout the city; and

WHEREAS, every four years, the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging ("Area Agency on Aging") issues a Request for Proposals for prospective vendors to provide services for senior citizens; and

WHEREAS, currently the DSS has a vendor agreement with the Area Agency on Aging to provide services for senior citizens; and

WHEREAS, the current vendor agreement expires on June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body:

1. Desires to continue services to the senior citizens of our community;

2. Supports the application and response to the RFP issued by the Area Agency on Aging; and

3. If awarded a vendor agreement, authorizes the execution of such agreement for the 2022-2026 funding cycle, July 1, 2022 through June 30, 2026.

PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

_____

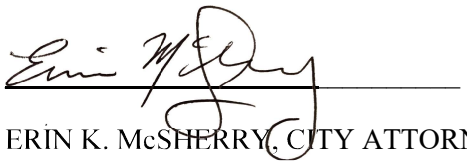
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2022/Resolutions/Senior Services AAA RFP

FIR No. 10379

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): **Senior Services AAA RFP**

Sponsor(s): Councilor Chris Rivera

Reviewing Department(s): Senior Services

Staff Completing FIR: Anya Alarid Date: 12/08/2021 Phone: 955-4744

Reviewed by City Attorney: Erin McSherry Date: Jan 2, 2022

Reviewed by Finance Director: Mary McCoy Date: Jan 2, 2022

Summary:
As part of the submission of the Senior Services Division ("DSS") application and response to the Request for Proposals issues by the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging, DSS is required to submit a Resolution adopted by the Governing Body for continuation of services for the senior citizens of Santa Fe.

Departments Affected:
Community Health and Safety Department

Consequences of Not Enacting Legislation:
As mandated by the grant funding source for DSS's various programs, DSS is required to submit an adopted Resolution supporting continuation of service for the senior citizens of the City of Santa Fe. The Resolution supports the North Central New Mexico Economic Development District, Non-Metro New Mexico Area Agency on Aging Request Proposal process to bring in over $800,000 (federal and state) funds annually, for the next four years, specifically to serve the senior population of Santa Fe.

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

Performance and Administrative Implications:
None identified.

Fiscal Implications:
Expenditures and/or revenues will not increase or decrease as a result of this Resolution. The City is mandated by federal and state funding sources to establish a Resolution for continuation of services for the senior citizens of Santa Fe.

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 01/03/22
FOR CITY COUNCIL MEETING OF 01/12/22

CONSIDERATION OF RESOLUTION NO. 2022-__. (Councilor Rivera) 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. (Anya Alarid, Project Administrator: aalarid@santafenm.gov, 955-4744)

Committee		**Review:**
Introduced:		12/08/21
Finance	Committee:	01/03/22
Governing	Body:	01/12/22

FINANCE COMMITTEE ACTION:
Approved on Consent

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS-Councilor Villarreal request to be added as Co-Sponsor

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

City of Santa Fe, New Mexico
Memorandum

DATE: **January 10, 2021**

TO: **Public Works/Public Utilities Committee**
Finance Committee
Governing Body

VIA: **Jarel LaPan Hill, City Manager**
Shannon Jones, Public Utilities Director

FROM: **Shirlene Sitton, Environmental Services Division Director**
SS

ITEM AND ISSUE:
Request for approval to modify Chapter 21, the Environmental Services Division Ordinance, to implement residential and commercial rate increases for services provided by the Environmental Services Division, effective March 1, 2022.

BACKGROUND AND SUMMARY:
The Public Utilities Department conducts a yearly status review of rate revenues to asses the adequacy of the enterprise funds to provide the income needed for service delivery in order to ensure proper financial planning. Additionally, the Water, Wastewater Management, and Environmental Services Divisions (ESD) each conducts a periodic cost-of-service study, comparing specific rates to actual costs. The Public Utilities Department has contracted with FCS (formerly "JMa Municipal Advisors") through RFP # '17/53/P, and RFP #'22/04/P to provide these services. NewGen consultants have subcontracted with FCS to provide a cost-of-service study and rate analysis for ESD, as NewGen specializes in Municipal Solid Waste analysis.

NewGen is also the consultant providing the cost-of-service analysis to the Santa Fe Solid Waste Management Agency (SFSWMA). NewGen first presented the results of this 2020 rate study at the February 18, 2021 SFSWMA Joint Powers Board meeting. SFSWMA's rates charged to the City for landfill tipping fees and recycling tipping fees were raised significantly as a result. These rates went into effect October 1, 2021.

NewGen then conducted a cost of service study for ESD, which provides a full suite of residential and commercial collection services to Santa Fe. The ESD analysis looks across all services provided, including the cost of administration, vehicle maintenance, and environmental programs, and then determines the costs over a five-year forecast. The required revenue is compared to the actual (or projected) revenues, and this provides a basis for rate adjustments to fully recover the costs of providing these services.

At this time, rising costs and a growing city are leaving ESD under-recovering needed revenues, therefore requiring a rate increase. Due to COVID, ESD is behind in its truck replacement plan and truck costs have risen significantly with the price of steel and supply chain issues. Also, ESD had to put its plans for building a more adequate facility for operations and vehicle maintenance on hold during the COVID crisis. ESD is now beginning to factor these needs into the cost-of-service analysis.

However, SFSWMA's current rate increase, coupled with a plan to continue raising rates over a five-year period, is the major factor in this rate request.

It has been almost six years since ESD increased rates; the last rate increase for ESD was effective July 1, 2016. The residential collection rate is currently $15.75 per month. The City has one of the lowest rates for residential collection in New Mexico, and the proposed increase will still only place Santa Fe in the middle of the New Mexico community benchmarking comparison that ESD and NewGen conducted, with Las Cruces the lowest at $15.25 and Roswell the highest at $30.01.

FISCAL INFORMATION
Projections show that increased landfill and recycling tipping fees from SFSWMA, coupled with ESD's costs for collection and operations will leave ESD short from 2.5M to 3.5M per year over the five- year forecast.
The rate increases requested are the following:

- Residential Collection from $15.75 to $19.25 per month
- Residential bag tags from $7.50 to $15.00 per sheet of 5
- Residential large item from $33.33 to $50.00 for up to 8 cubic yards
- Commercial Front Load rates to increase 7%*
- Commercial Rear-Load to increase 5%*
  *individual rates depend on size of container and frequency of collection; see Exhibit B from Ordinance

CONCLUSION
ESD requires residential and commercial rate increases to cover the growing costs of providing collection, to provide for growth, and to cover the increased rates charged by the Agency. The cost-of-service study provides the needed rate increase amounts for this fiscal year; and it lays out a plan to meet growing costs for collection and SFSWMA's additional projected rate increases over the next five-year period.

ACTION REQUESTED:
Staff respectfully proposes approval of the modifications to Chapter 21 regarding changing rates to recover costs as presented for FY22, to take effect March 1, 2022.

ATTACHMENTS:
Resolution
Fiscal Impact Report
Supplemental Fiscal Impact Analysis

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO BILL NO. 2022-__
ESD Rate Changes

Mayor and Members of the City Council:

I propose the following amendment(s) to Bill No. 2022-__:

1. On page 14, ***strike*** the table on lines 8-13 and ***insert*** in lieu thereof the following table:

Commercial Rear Loading Recycling							
Cart Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$64.18	$123.51	$182.83	$242.15	$301.48	$360.81	$21.66
4	$70.89	$135.96	$200.96	$265.98	$330.97	$395.97	$23.15
6	$84.23	$160.63	$237.02	$313.40	$389.80	$466.19	$27.64

Respectfully submitted,

_____
Chris Rivera, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2020-__

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

AMENDING EXHIBIT B OF SECTION 21-7 TO INCREASE RESIDENTIAL AND COMERCIAL RATES FOR SERVICES PROVIDED BY THE ENVIRONMENTAL SERVICES DIVISION.

Section 1. Exhibit B of Subsection 21-7 SFCC 1987 (being Ord. No. 1996-46 (as amended)) is amended to read:

EXHIBIT B REFUSE AND RECYCLING RATE AND FEE SCHEDULE

CITY OF SANTA FE

(Section 21-7)

Adopted: December 11, 1996

Amended: June 25, 1997

March 10, 1999

September 24, 2001

June 25, 2003

April 26, 2006

underscored material = new [~~bracketed material~~] = delete

February 11, 2009

July 11, 2012

December 9, 2015

February 9, 2022

The following rate and fee schedule shall apply for refuse and recycling collection and disposal services provided by the city of Santa Fe in accordance with the conditions of service as listed in Chapter 21 SFCC 1987. The rates described below shall be assessed by the city in accordance with the rate classes described in subsection 21-7.1 SFCC 1987.

CLASS OF SERVICE: Residential Curbside CITY CODE REFERENCE: Subsection 21-7.1 A (1)

FORM OF REFUSE COLLECTION: Service at the curbside.

DESCRIPTION OF CLASS: Residential as limited by Section 21-4.2.

Monthly Charges			
Effective Date	**One city provided container level full**	**Additional 96 gallon container provided by the city**	**Additional 64 gallon container provided by the city**
[~~July 1, 2015~~	~~$13.80~~	~~$9.07~~	~~$6.80~~]
July 1, 2016 – February 28, 2022	$15.75	$10.35	$7.76
March 1, 2022	$19.25	$12.00	$10.00

Collection tags are available at city-approved, designated areas for [~~$1.50 per tag, for city provided or customer owned disposable plastic bag used for the intermediate storage of solid waste~~] fifteen dollars ($15.00) per sheet of five for customer owned disposable plastic bags no larger than thirty-three (33) gallon capacity used for the collection of waste that exceeds the capacity of the city-provided cart. The customer may request a change in container one time without an extra charge. Subsequent changes in container are twenty-five ($25.00) each. All prices are subject to applicable tax.

RESIDENTIAL LARGE ITEM SERVICE	
Large Item Service (8-Cubic Yards or less)	$50.00
Large Item Service (Per Additional Cubic Yard After 8 Cubic Yards)	$10.00
Bag Tags	$15.00

SPECIAL SERVICE: Special collection at the door for qualified elderly and disabled households.

CLASS OF SERVICE: Commercial Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (2)

FORM OF REFUSE COLLECTION: Service of rear-loading bins or carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The collection fee is inclusive of the bin rental charge in accordance with the following monthly rate schedules listing size of bin or cart and frequency of service plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin or cart and each time service is requested beyond that normally scheduled.

MONTHLY BIN RATE SCHEDULES [A]

[~~Effective: July 1, 2015~~								
~~BIN SIZE (CUBIC YARDS)~~	**~~BIN RENTAL~~**[B]	**~~1 Pickup Per Week~~**	**~~2 Pickups Per Week~~**	**~~3 Pickups Per Week~~**	**~~4 Pickups Per Week~~**	**~~5 Pickups Per Week~~**	**~~6 Pickups Per Week~~**	**~~Specials~~**[C]
~~3~~	~~$9.06~~	~~$110.79~~	~~$221.54~~	~~$332.33~~	~~$443.09~~	~~$553.87~~	~~$664.61~~	~~$40.45~~
~~4~~	~~$11.14~~	~~$121.38~~	~~$242.81~~	~~$364.18~~	~~$485.61~~	~~$606.99~~	~~$728.42~~	~~$43.24~~
~~6~~	~~$14.64~~	~~$142.65~~	~~$285.32~~	~~$427.97~~	~~$570.63~~	~~$713.28~~	~~$855.94~~	~~$51.60~~]

[[A] ~~All rates and fees in this Schedule are subject to applicable tax.~~

[B] ~~Bin rental shall be added to the monthly rate for each city-owned and maintained bin.~~

~~[C Special service rate shall be charged for each service call made in excess of those regularly~~]

Effective: July 1, 2016 through February 28, 2022							
BIN SIZE (CUBIC YARDS)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Specials[B]**
3	$122.25	$235.24	$348.25	$461.24	$574.25	$687.25	$41.26
4	$135.17	$258.98	$382.80	$506.60	$630.41	$754.23	$44.10
6	$160.45	$305.95	$451.45	$596.97	$742.47	$887.97	$52.63

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly

Effective: March 1, 2022							
BIN SIZE (CUBIC YARDS)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Specials[B]**
3	$128.36	$247.00	$365.66	$484.30	$602.96	$721.61	$43.32
4	$141.93	$271.93	$401.94	$531.93	$661.93	$791.94	$46.31
6	$168.47	$321.25	$474.02	$626.82	$779.59	$932.37	$55.26

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly scheduled.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

MONTHLY CART RATE SCHEDULES [A, B]

[Effective Date: July 1, 2015									
	Cart Size (Gallons)	Cart Rental [C]	1 Service Visit Per Week	2 Service Visits Per Week	3 Service Visits Per Week	4 Service Visits Per Week	5 Service Visits Per Week	6 Service Visits Per Week	Special [D]
Monthly Service Charge	60	$1.96	$78.90	$157.77	$236.67	$315.54	$394.44	$473.33	$27.89
Plus Per Cart Service			$3.20	$6.39	$9.59	$12.78	$15.97	$19.17	$4.77
Monthly Service Charge	90	$2.09	$78.90	$157.77	$236.67	$315.54	$394.44	$473.33	$27.89
Plus Per Cart Service			$4.77	$9.58	$14.34	$19.15	$23.92	$28.70	$4.77]

[A All rates and fees in this schedule are subject to applicable tax.

B Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a rental charge for each city-owned cart plus a variable charge based on the number of carts served per visit.

C Cart rental shall be added to the monthly rate for each city-owned and maintained cart.

D Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Effective: July 1, 2016 through February 28, 2022							
Cart Size (Gallons)	**1 Service Visit Per Week**	**2 Service Visits Per Week**	**3 Service Visits Per Week**	**4 Service Visits Per Week**	**5 Service Visits Per Week**	**6 Service Visits Per Week**	**Special[C]**
60	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$5.26	$8.52	$11.78	$14.99	$18.29	$21.55	$3.26
90	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$9.13	$11.90	$16.76	$21.66	$26.53	$31.41	$4.87
202	$80.48	$160.93	$241.40	$321.85	$402.33	$482.20	$28.45
Per Cart Charge	$22.93	$33.77	$44.60	$55.45	$66.29	$77.12	$12.09

Effective: March 1, 2022							
Cart Size (Gallons)	**1 Pickup / Week**	**2 Pickups / Week**	**3 Pickups / Week**	**4 Pickups / Week**	**5 Pickups / Week**	**6 Pickups / Week**	**Special**
60 GAL							
SERVICE FEE	$84.50	$168.98	$253.47	$337.94	$422.45	$506.94	$29.87
Per Cart Rental Fee	$5.52	$8.95	$12.37	$15.74	$19.20	$22.63	$3.42
90 GAL							
SERVICE FEE	$84.50	$168.98	$253.47	$337.94	$422.45	$506.94	$29.87
Per Cart Rental Fee	$9.59	$12.50	$17.60	$22.74	$27.86	$32.98	$5.11

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a variable charge based on the number of carts served per visit.

[C]Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.

CLASS OF SERVICE: Light Commercial Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1(A)(3)

FORM OF REFUSE COLLECTION: Service of rear-loading carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments requiring no larger than one (1) ninety (90) gallon cart and one (1) service visit per week.

Effective Date	**Monthly Charge (includes monthly cart rental, plus applicable tax)**
[~~July 1, 2015~~	~~$34.76~~]
July 1, 2016 – February 28, 2022	$35.46
March 1, 2022	$37.23

CLASS OF SERVICE: Commercial Non-Compacting Front-Loading

CITY CODE REFERENCE: Subsection 21-7.1A (4)

FORM OF REFUSE COLLECTION: Service of front-loading bins owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin and in accordance with the following monthly rate schedules listing size of bin and frequency of service plus the indicated rental for each bin plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply to each bin and each time service is requested beyond that normally scheduled.

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MONTHLY RATE SCHEDULES[A]

~~[Effective Date: July 1, 2015~~								
~~Bin Size (Cubic Yards)~~	~~Bin Rental[B]~~	~~1 Pickup Per Week~~	~~2 Pickups Per Week~~	~~3 Pickups Per Week~~	~~4 Pickups Per Week~~	~~5 Pickups Per Week~~	~~6 Pickups Per Week~~	~~Special[C]~~
~~3~~	~~$9.06~~	~~$87.51~~	~~$175.01~~	~~$262.51~~	~~$350.02~~	~~$437.53~~	~~$525.03~~	~~$33.48~~
~~4~~	~~$11.14~~	~~$96.45~~	~~$192.89~~	~~$289.32~~	~~$385.76~~	~~$482.21~~	~~$578.65~~	~~$36.26~~
~~6~~	~~$14.64~~	~~$114.34~~	~~$228.64~~	~~$342.96~~	~~$457.28~~	~~$571.58~~	~~$685.92~~	~~$43.24~~
~~8~~	~~$16.74~~	~~$132.20~~	~~$264.39~~	~~$396.60~~	~~$528.80~~	~~$660.98~~	~~$793.17~~	~~$50.21~~]

Effective: July 1, 2016 through February 28, 2022							
Bin Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$98.50	$187.75	$277.00	$366.26	$455.52	$544.77	$34.15
4	$109.74	$208.11	$306.47	$404.84	$503.22	$601.59	$36.99
6	$131.56	$248.15	$364.76	$481.36	$597.95	$714.57	$44.10
8	$151.92	$286.75	$421.61	$556.45	$691.26	$826.11	$51.21

Effective: March 1, 2022							
Bin Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$105.40	$200.89	$296.39	$391.90	$487.41	$582.90	$36.54
4	$117.42	$222.68	$327.92	$433.18	$538.45	$643.70	$39.58
6	$140.77	$265.52	$390.29	$515.06	$639.81	$764.59	$47.19
8	$162.55	$306.82	$451.12	$595.40	$739.65	$883.94	$54.79

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Special service rate shall be charged for each service call made in excess of those regularly scheduled.

CLASS OF SERVICE: Commercial Compacting Front-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (5)

FORM OF REFUSE COLLECTION: Service at customer-owned, compacting front-

loading bins.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin and in accordance with the following rate schedules listing size of bin and frequency of service plus applicable tax but shall exclude any bin rental fee.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin and each time service is requested beyond that normally scheduled.

MONTHLY RATE SCHEDULES [A]

[~~Effective Date: July 1, 2015~~							
~~Bin Size (Cubic Yards)~~	**~~1 Pickup Per Week~~**	**~~2 Pickups Per Week~~**	**~~3 Pickups Per Week~~**	**~~4 Pickups Per Week~~**	**~~5 Pickups Per Week~~**	**~~6 Pickups Per Week~~**	**~~Special~~** [B]
~~3~~	~~$111.23~~	~~$222.48~~	~~$333.72~~	~~$444.95~~	~~$556.19~~	~~$667.43~~	~~$43.24~~
~~4~~	~~$128.08~~	~~$256.18~~	~~$384.27~~	~~$512.36~~	~~$640.44~~	~~$768.53~~	~~$48.82~~
~~6~~	~~$161.79~~	~~$323.57~~	~~$485.36~~	~~$647.16~~	~~$808.94~~	~~$970.73~~	~~$61.37~~
~~8~~	~~$195.49~~	~~$390.97~~	~~$586.46~~	~~$781.95~~	~~$977.45~~	~~$1,172.93~~	~~$75.33~~]

Effective: July 1, 2016 through February 28, 2022							
Bin Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special** [B]
3	$113.45	$226.93	$340.39	$453.85	$567.31	$680.78	$44.10
4	$130.64	$261.30	$391.96	$522.61	$653.25	$783.90	$49.80
6	$165.03	$330.04	$495.07	$660.10	$825.12	$990.14	$62.60
8	$199.40	$398.79	$598.19	$797.59	$997.00	$1,196.39	$76.84

Effective Date: March 1, 2022							
Bin Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special** [B]
3	$121.39	$242.82	$364.22	$485.62	$607.02	$728.43	$47.19
4	$139.78	$279.59	$419.40	$559.19	$698.98	$838.77	$53.29
6	$176.58	$353.14	$529.72	$706.31	$882.88	$1,059.45	$66.98
8	$213.36	$426.71	$640.06	$853.42	$1,066.79	$1,280.14	$82.22

[A] All rates and fees in this Schedule are subject to applicable tax.

[B] Special service rate shall be charged for each service call made in excess of those regularly

schedule.

CLASS OF SERVICE: Commercial Non-Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (6)

FORM OF REFUSE COLLECTION: Service at roll-off bins owned and maintained by the city for a period of more than thirty (30) days.

DESCRIPTION OF CLASS: Any establishment.

Fee Schedule			
Effective Date	**Scheduled Service[A]**	**Call-In Service[B]**	**Monthly Rental Fee for Non-Service[C]**
[~~July 1, 2015~~	~~$193.96~~	~~$ 243.87~~	~~$193.96~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75	$197.84
March 1, 2022	$ 225.00	$ 275.00	$ 225.00

[A]Per service visit, plus tip fee assessed by the regional landfill plus applicable tax.

[B]Per call-in service visit plus the tip fee assessed by the regional landfill plus applicable tax. Call-in service charge plus applicable tax shall apply for each bin and each time service is requested beyond that normally scheduled. Persons substituting special on-call service in lieu of scheduled service shall be assessed at the special service rate plus the indicated rental for each bin plus applicable tax. The bin rental in such situations shall be based on each thirty (30) day period or fraction thereof.

[C]Customers shall have the roll-off container serviced a minimum of one time per month. If the customer has the container for more than 30 days without calling for service, the monthly rental charge shall be assessed plus applicable tax.

CLASS OF SERVICE: Commercial Special Event Non-Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (7)

FORM OF REFUSE COLLECTION: Service at roll-off bins owned and maintained by the city for a period of less than thirty (30) days.

DESCRIPTION OF CLASS: Any establishment.

MONTHLY CHARGE: The charge shall be in accordance with the applicable amount established for special service in the non-compacting roll-off bin schedule (subsection 21-7.1A(6) SFCC 1987) plus applicable tax.

EFFECTIVE DATE: July 1, 2003

Fee Schedule			
Effective Date	**Scheduled Service[A]**	**Call-In Service[B]**	**Monthly Rental Fee for Non-Service[C]**
[~~July 1, 2015~~	~~$193.96~~	~~$243.87~~	~~$193.96~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75	$197.84
March 1, 2022	$225.00	$275.00	$225.00

CLASS OF SERVICE: Commercial Compacting Roll-Off

CITY CODE REFERENCE: Subsection 21-7.1 A (8)

FORM OF REFUSE COLLECTION: Service at customer-owned, compacting roll-off bins.

DESCRIPTION OF CLASS: Nonresidential establishments.

Effective Date	Scheduled Service[A]	Call-In Service[B]
[~~July 1, 2015~~	~~$193.96~~	~~$243.87~~]
July 1, 2016 – February 28, 2022	$197.84	$248.75
March 1, 2022	$225.00	$275.00

[A]Per service visit, plus tip fee assessed by the regional landfill plus applicable tax.

[B]Per call-in service visit plus the tip fee assessed by the regional landfill plus applicable tax.

CLASS OF SERVICE: Recycling Non-Compacting Rear-Loading

CITY CODE REFERENCE: Subsection 21-7.1 A (9)

FORM OF REFUSE COLLECTION: Service at rear-loading bins or carts owned and maintained by the city.

DESCRIPTION OF CLASS: Nonresidential establishments.

MONTHLY CHARGE: The charge shall be per bin or cart and in accordance with the following rate schedules listing size of bin and cart and frequency of service plus the

indicated rental for each bin plus applicable tax.

SPECIAL SERVICE: Special service charge plus applicable tax shall apply for each bin or cart and each time service is requested beyond that normally scheduled.

MONTHLY RECYCLING CART RATE SCHEDULE[AB]

[~~(Effective: February 24, 2009)~~										
	~~Cart Size (Gallons)~~	**~~Cart Rental[C]~~**	**~~1 Service Visit Per Week~~**	**~~2 Service Visit Per Week~~**	**~~3 Service Visit Per Week~~**	**~~4 Service Visit Per Week~~**	**~~5 Service Visit Per Week~~**	**~~6 Service Visit Per Week~~**	**~~7 Service Visit Per Week~~**	**~~Special[D]~~**
~~MONTHLY SERVICE CHARGE PLUS PER CART CHARGE~~	**~~90~~**	~~$1.50~~	~~$28.28~~ ~~$3.43~~	~~$56.56~~ ~~$6.86~~	~~$84.84~~ ~~$10.29~~	~~$113.12~~ ~~$13.72~~	~~$141.40~~ ~~$17.15~~	~~$169.68~~ ~~$20.58~~	~~$197.96~~ ~~$24.01~~	~~$10.00~~ ~~$3.43~~]

Effective: July 1, 2016 <u>through February 28, 2022</u>							
Cart Size (Gallons)	**1 Service Visit Per Week**	**2 Service Visits Per Week**	**3 Service Visits Per Week**	**4 Service Visits Per Week**	**5 Service Visits Per Week**	**6 Service Visits Per Week**	**Special[C]**
60	$26.83	$53.64	$80.47	$107.28	$134.11	$160.94	$14.23
Fee per Cart	$3.51	$5.68	$7.85	$10.00	$12.19	$14.37	$3.26
90	$40.24	$80.47	$120.70	$160.93	$201.16	$241.39	$14.23
Fee per Cart	$6.09	$7.94	$11.17	$14.44	$17.69	$20.94	$4.87

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(Effective March 1, 2022)							
Cart Size (Gallons)	1 Pickup per Week	2 Pickups per Week	3 Pickups per Week	4 Pickups per Week	5 Pickups per Week	6 Pickups per Week	Special
60							
SERVICE FEE	$28.17	$56.32	$84.49	$112.64	$140.82	$168.99	$14.94
Per Cart Rental Fee	$3.69	$5.96	$8.24	$10.50	$12.80	$15.09	$3.42
90							
SERVICE FEE	$42.25	$84.49	$126.74	$168.98	$211.22	$253.46	$14.94
Per Cart Rental Fee	$6.39	$8.34	$11.73	$15.16	$18.57	$21.99	$5.11

If the cart contains more than 10% non-recyclable materials, an additional $56.00 per cart per service will be charged.

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Monthly charges for Cart Service shall consist of the sum of the fixed charge related to the frequency of weekly service visits plus a variable charge based on the number of carts served per visit.

[C]Special service rate shall be the sum of the Special Service Charge plus the charge per cart served. This special service fee shall be charged for each service visit in excess of those regularly scheduled.

MONTHLY RECYCLING BIN RATE SCHEDULE[A]

[~~(Effective: February 24, 2009)~~

~~Bin Size (Cubic Yards)~~	~~Bin Rental[B]~~	~~1 Pickup Per Week~~	~~2 Pickups Per Week~~	~~3 Pickups Per Week~~	~~4 Pickups Per Week~~	~~5 Pickups Per Week~~	~~6 Pickups Per Week~~	~~7 Pickups Per Week~~	~~Special[C]~~
~~3~~	~~$6.50~~	~~$39.71~~	~~$79.42~~	~~$119.13~~	~~$158.84~~	~~$198.55~~	~~$238.25~~	~~$277.97~~	~~$14.50~~
~~4~~	~~$8.00~~	~~$43.52~~	~~$87.04~~	~~$130.56~~	~~$174.08~~	~~$217.60~~	~~$261.12~~	~~$304.64~~	~~$15.50~~
~~6~~	~~$10.50~~	~~$51.14~~	~~$102.28~~	~~$153.42~~	~~$204.56~~	~~$255.70~~	~~$306.84~~	~~$357.98~~	~~$18.50~~]

Effective: July 1, 2016 through February 28, 2022

Commercial Rear Loading Recycling							
Cart Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$61.12	$117.63	$174.12	$230.62	$287.12	$343.63	$20.63
4	$67.51	$129.49	$191.39	$253.31	$315.21	$377.11	$22.05
6	$80.22	$152.98	$225.73	$298.48	$371.24	$443.99	$26.32

Effective: March 1, 2022

Commercial Rear Loading Recycling							
Cart Size (Cubic Yards)	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$59.92	$115.32	$170.71	$226.10	$281.49	$336.89	$20.23
4	$60.69	$126.95	$187.64	$248.34	$309.03	$369.72	$21.62
6	$71.33	$149.98	$221.30	$292.63	$363.96	$435.28	$25.80

Effective: July 1, 2016 through February 28, 2022

Commercial Front Loading Recycling							
Cart Size Cubic Yards	**1 Pickup Per Week**	**2 Pickups Per Week**	**3 Pickups Per Week**	**4 Pickups Per Week**	**5 Pickups Per Week**	**6 Pickups Per Week**	**Special[B]**
3	$49.26	$93.87	$138.51	$183.13	$227.76	$272.39	$17.07
4	$54.87	$104.05	$153.23	$202.42	$251.60	$300.79	$18.49
6	$65.78	$124.07	$182.38	$240.68	$298.97	$357.29	$22.05
8	$75.96	$143.37	$210.80	$278.23	$345.64	$413.06	$25.60

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Effective: March 1, 2022

Commercial Front Loading Recycling							
Cart Size Cubic Yards	1 Pickup Per Week	2 Pickups Per Week	3 Pickups Per Week	4 Pickups Per Week	5 Pickups Per Week	6 Pickups Per Week	Special[B]
3	$52.71	$100.44	$148.21	$195.95	$243.70	$291.46	$18.26
4	$58.71	$111.33	$163.96	$216.59	$269.21	$321.85	$19.78
6	$70.38	$132.75	$195.15	$257.53	$319.90	$382.30	$23.59
8	$81.28	$153.41	$225.56	$297.71	$369.83	$441.97	$27.39

If the cart contains more than 10% of non-recyclable materials, an additional $79.00 per cart per service will be charged.

[A]All rates and fees in this Schedule are subject to applicable tax.

[B]Special service rate shall be charged for each service call made in excess of those regularly scheduled.

CLASS OF SERVICE: Large Item Pick-Up Fees.

CITY CODE REFERENCE: 21-7.1 A (14)

FORM OF REFUSE COLLECTION: Service at Curbside-Large item

DESCRIPTION OF CLASS: Applicable to residential customers that desire large item collection curbside on an on-call basis.

	Charge
Effective Date	**Per Service Visit**
[~~July 1, 2015~~	~~$29.21~~]
July 1, 2016 – February 28, 2022	$33.33
March 1, 2022	$50.00

This charge does not include disposal costs of all items collected. An additional cost for disposal shall be charged at the current rate set forth by the Solid Waste Management Agency. All charges are subject to applicable tax.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2022.

_____

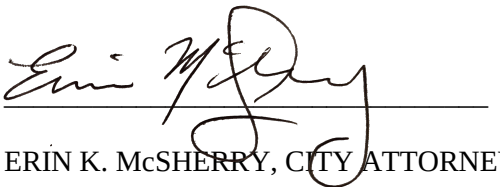
ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2020/Bills/ESD Rate Changes

FIR No. 10357

FISCAL IMPACT REPORT

General Information:

(Check) Bill: X Resolution: _____

Short Title(s): ESD Rate Changes

Sponsor(s): Councilor Rivera

Reviewing Department(s): Public Utilities Department

Staff Completing FIR: Shirlene Sitton Date: 12-10-21 Phone: 955-2209

Reviewed by City Attorney: Date: Jan 5, 2022

Reviewed by Finance Director: Date:

Summary:
The Environmental Services Division (ESD) has not had a rate increase for trash and recycling collection since July 2016. A Cost of Service study, along with a rate increase to us from the Santa Fe Solid Waste Management Agency (SFSWMA), show the need to increase rates in order to recover the basic costs of everyday operations as an enterprise fund.

Departments Affected:
Public Utilities Department

Consequences of Not Enacting Legislation:
ESD will not receive enough revenues through current rates to pay for the costs of operations if a rate increase is not enacted. The health and safety of the city would be severely impacted if the Division does not have funding to perform these services, as well as the background maintenance and customer service functions necessary to safely and efficiently serve our customers.

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

Performance and Administrative Implications:
The rate increase is necessary to fund expenses to perform the task of collecting trash and recycling, as well as anti-graffiti functions and sustainability outreach. The City requires the funds for necessary maintenance of ESD's fleet of collection vehicles to keep them rolling safely down our streets every day, eight hours a day. ESD also must keep a regular vehicle replacement schedule, as these type of vehicles wear out in 7-10 years of continual service. This rate increase also provides some funding for a planned ESD facility, with a modern maintenance shop and administrative offices, as ESD currently has only a one-bay shop which is not nearly sufficient to properly maintain the fleet of vehicles and much of the work must currently be outsourced.

Fiscal Implications:
This rate increase will raise the residential rate from $15.75 per month to $19.25 per month. An across-the-board increase of 7% to commercial front-load rates and 5% to commercial rear-load rates is included. Large item pick up will increase from $33.33 to $50.00 for up to 8 cubic yards of materials. Residential bag tags will go from $7.50 to $15.00 for a sheet of 5.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

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

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

Expenditure Narrative:

Revenue

Revenue Type	FYE 22	FYE 23	FYE 24	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$628,528	$1,944,429	$1,944,429	R	5100331
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

See Attached Table "Supplemental Fiscal Impact Analysis."

City of Santa Fe, New Mexico
Fiscal Impact Analysis

		Annual Revenues Generated Under Current Rates	Annual Revenues Generated Under Proposed Rates (Rate implementation date of March 1, 2022) FY 2022	Annual Revenues Generated Under Proposed Rates FY 2023
1	**Residential**			
2	**Rates**			
3	Residential Customers	$ 15.75	$ 19.25	$ 19.25
4	Additional 64 Gallon Cart	$ 7.76	$ 10.00	$ 10.00
5	Additional 96 Gallons Cart	$ 10.35	$ 12.00	$ 12.00
6	**Revenues** [1]			
7	Residential Customers	$ 6,502,577	$ 6,984,250	$ 7,987,333
8	Additional 64 Gallon Cart	1,685	1,847	2,182
9	Additional 96 Gallons Cart	54,672	57,577	63,704
10	Total Revenues	$ 6,558,933	$ 7,043,673	$ 8,053,219
11	**Additional Annual Revenues** [2]		$ 484,740	$ 1,494,286
12	**Commercial Front-Load**			
13	**Revenues** [1,3]			
14	Commercial Front-Load	$ 3,878,171	$ 3,968,656	$ 4,164,683
15	**Additional Annual Revenues** [4]		$ 90,485	$ 286,512
16	**Commercial Rear-Load** [5]			
17	**Revenues** [1,6]			
18	Commercial Rear-Load	$ 1,630,195	$ 1,657,365	$ 1,711,705
19	**Additional Annual Revenues** [7]		$ 27,170	$ 81,510
20	**Commercial Roll-Off**			
21	**Rates**			
22	Scheduled Service	$ 197.84	$ 225.00	$ 225.00
23	Call-In Service	$ 248.75	$ 272.00	$ 272.00
24	Monthly Rental Fee for Non-Service	$ 197.84	$ 225.00	$ 225.00
25	**Revenues** [1]			
26	Commercial Roll-Off	$ 650,981	$ 677,115	$ 733,103
27	**Additional Annual Revenues** [8]		$ 26,133	$ 82,121
28	**Additional Annual Rate Revenues Generated from Rate Increases**		**$ 628,528**	**$ 1,944,429**
29	**Other Miscellaneous Rate Increases** [9]			
30	**Large Item Collection**			
31	8 Cubic Yards (CY) or Less	$ 33.33	$ 50.00	$ 50.00
32	Each CY > 8 CY	$ 4.17	$ 10.00	$ 10.00
33	**Bag Tag Sheets ($/Sheet)**	$ 7.50	$ 15.00	$ 15.00

Notes:

1. An annual growth rate of 0.50% for residential and commercial customers is included in the revenue forecast.

2. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $484,740 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $1.5 million (when compared to annual revenues under the current rates).

3. The analysis assumes that all commercial front-load refuse and recycling rates are increased by 7% beginning March 1, 2022.

4. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $90,485 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $286,512 (when compared to annual revenues under the current rates).

5. The City also provides side-load dumpster service. For the purposes of this analysis, side-load revenues have been included in the rear-load revenues.

6. The analysis assumes that all commercial rear-load refuse and recycling rates are increased by 5% beginning March 1, 2022.

7. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $27,170 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $81,510 (when compared to annual revenues under the current rates).

8. The revenue projection assumes that the proposed rate increases for FY 2022 are effective on March 1, 2022. As a result, the increased revenue in FY 2022 of $26,133 is generated over a period of 4 months. For FY 2023, when the rates are in effect for a 12 months, the Utility is projected to realize additional revenues of $82,121 (when compared to annual revenues under the current rates).

9. Due to data limitations, additional revenues generated by miscellaneous rate increases were not quantified.

11. DISCUSSION/ACTION ITEMS

c. **Request to Publish Notice of Public Hearing on February 9, 2022.**

CONSIDERATION OF BILL NO. 2022-__. An Ordinance Amending Exhibit B of Section 21-7 to Increase Residential and Commercial Rates for Services Provided by the Environmental Services Division. (Councilor Rivera) (Shirlene Sitton, Environmental Services Division Director: sesitton@santafenm.gov, 955-2209)

Committee Review:

Introduced: 12/08/2021
Public Works and Utilities Committee: 01/10/2022
Governing Body (Request to Publish): 01/12/2022
Finance Committee: 01/18/2022
Governing Body (Public Hearing): 02/09/2022

Name: Stefanie Beninato
Comment - 01/12/2022 11:51 AM: (No Vote)
NO to an increase. If the city is so awash in money, let these reserves pay for the new garbage trucks you are approving at this meeting.

JOHN W. BLAIR, J.D.

LinkedIn: www.linkedin.com/in/johnblairinnm

GOVERNMENTAL, POLICY & POLITICAL EXPERIENCE

Deputy Superintendent, New Mexico Regulation & Licensing Department, Santa Fe, NM, *January-November 2021*
Boards & Commissions Division Director, New Mexico Regulation & Licensing Department, Santa Fe, NM, *July 2020-July 2021*

- Promoted to be second in command for the department after 6 months, which included overseeing 7 distinct divisions and 280+ employees.
- Passed adult-use cannabis legalization law earlier this year; promulgated rules establishing all aspects of the regulatory structure for the emerging commercial cannabis industry; served as chief political and communications strategist and stakeholder engagement lead for the industry rollout.
- Directed the Boards and Commissions Division with more than 60 employees who administer all licensing and regulatory requirements for 30 professions ranging from mental health counselors to barbers; stabilized and modernized office operations during the Covid-19 pandemic including implementation of an internet-based phone system, reviving morale and implementing a state-of-the-art online licensing system.

Deputy Secretary of State and Chief of Staff, New Mexico Secretary of State Maggie Toulouse Oliver, Santa Fe, NM, *December 2016-August 2019*

- Served as chief policy, communications and political advisor for the Secretary; developed and implemented all policy objectives, strategies and operating plans for the office; concurrently served as the General Counsel and the Communications Director for the first eight months of the Secretary's administration.
- Managed 40+ person staff; directed all activities of the senior leadership team including the elections and business services divisions, administrative services, technology and cybersecurity, and the general counsel; identified operational inefficiencies and implemented new systems to improve agency performance, customer service and employee satisfaction.
- Passed same-day voter registration legislation, promulgated rules requiring additional disclosure of campaign funds, helped implement ranked choice voting in the City of Santa Fe, and streamlined and modernized the business services division.

Director of Intergovernmental & External Affairs, U.S. Department of the Interior, Office of the Secretary, Washington, DC, *January 2014-December 2016*

- Provided strategic leadership as part of the senior staff on all major policy decisions and public announcements made by the Department including: protection of the Sage Grouse and its habitat, building support for the Paris Climate Accord, highlighting successes of the Land and Water Conservation Fund and pushing for its full and permanent funding, celebrating the National Park Service Centennial to encourage Americans to get outdoors, promoting the Every Kid in a Park initiative, increasing offshore wind production, and designating multiple national monuments including Birmingham Civil Rights, Brown's Canyon, Basin and Range, Pullman and Stonewall.
- Served as principal liaison for the Secretary with all Governors and other statewide elected officials, Mayors and other local elected officials, all issue based non-governmental organizations, pertinent governmental associations and with industry leaders; and, focused on building coalitions and ensure diverse voices were included and highlighted.
- Coordinated public engagement efforts between the Department, its bureaus and offices; reorganized and revitalized seven-person team consisting of both career staff and political appointees; bolstered the productivity of the team and engagement with elected officials and stakeholders; rebranded the office within the Department, the Obama Administration and with external partners.

Chief of Staff, U.S. Representative Dan Kildee (MI-5), Washington, DC, *January 2013-September 2013*

- Served as chief policy and political advisor for freshman Member; approved all strategies and tactics on legislative and communications issues.
- Developed and implemented all policy objectives, strategies and operating plans for the Member's office.
- Managed and directed all activities and staff of the Member's Washington D.C. office.
- Coordinated the activities and communications of the Member with Leadership and committee offices, and built and maintained relationships with other Member offices.
- Set and oversaw the administration of office goals, policies and procedures, and provided oversight responsibility for all personnel matters including hiring, salary, and disciplinary decisions.

Legislative Director & Communications Director, U.S. Representative Martin Heinrich (NM-1), Washington, DC, *January 2009-January 2013*

- Managed nine person staff and facilitated Member's legislative agenda; advised Member on all votes, bills to sponsor or cosponsor, and inter-colleague communications; coordinated efforts on Member's two committee assignments: House Natural Resources and House Armed Services Committees.
- Passed into law the Helping to Expedite and Advance Responsible Tribal Homeownership (HEARTH) Act and successfully included the Indian Health Care Improvement Act in the Patient Protection and Affordable Care Act.
- Directed and coordinated legislative staff on bill development, appropriations requests, vote recommendations, bill summaries and analysis, official letters and memorandum to member; monitored legislative floor activity.
- Administered all messaging and external communication for Frontline Member; created and implemented strategic communications plan in a challenging media market; drafted and edited press releases, op-eds, e-mail newsletters, official statements, talking points, floor statements, speeches and website content.

New Mexico Political Director, Obama for America, Albuquerque, NM, *July 2008-November 2008*
Chief of Staff, New Mexico State Auditor Hector Balderas, Santa Fe, NM, *January 2007-September 2007*
Judicial Clerk, NM Supreme Court Justice Edward L. Chávez, Santa Fe, NM, *November 2004-September 2005*
Campaign Manager, Ed Chávez 2004, Albuquerque, NM, *May 2003-November 2004*
Program Coordinator, Alliance for Transportation Research Institute, Albuquerque, NM, *March 2001-August 2001*
Deputy Communications Director, NM House of Representatives, Santa Fe, NM, *January 2001-March 2001*
Deputy Campaign Manager, Bingaman 2000 Reelection Campaign, Albuquerque, NM, *March 2000-November 2000*
Legislative Aide, U.S. Senator Jeff Bingaman, Washington, DC, *February 1999-March 2000*
Legislative Correspondent, U.S. Senator Jeff Bingaman, Washington, DC, *October 1997-March 2000*
Admin. Asst. to Min. Staff Director, JEC, United States Senate, Washington, DC, *May 1997- October 1997*

EDUCATION

- **University of New Mexico School of Law**, J.D., Albuquerque, NM, *May 2004*
- **University of Kansas**, B.A., Communication Studies & Political Science, Lawrence, KS, *May 1996*
- **Santa Fe High School**, College Prep/AP, Santa Fe, NM, *May 1992*

SECURITY CLEARANCE

- Top Secret, *2013, 2019*

PROFESSIONAL ASSOCIATIONS

- New Mexico State Bar Association, Licensed, *2005-present*

City of Santa Fe, New Mexico
Memorandum

Date: January 10, 2022
From: Erin K. McSherry, City Attorney
RE: Contracts with Mayoral Appointees

Issues
Questions have come up recently regarding the use of contracts for mayoral appointments. I understand the questions are related to the fact that there is not a contract proposed with Mayor Webber's appointment of Mr. John Blair as City Manager. In this case, I understand that it is Mr. Blair's preference not to negotiate a contract and that the Mayor is not requiring a contract.

In particular, I understand the primary questions as follows:

1. Is a contract required to employ a City Manager?
2. How is the City Manager's salary established, if not through a contract?

Background
The City's Charter, as amended in 2014 by the City's residents, assigns the Mayor the duties and powers to (1) appoint, with the consent of the Governing Body, the City Manager, City Attorney, City Clerk; (2) exercise "administrative control" and "supervisory authority" over the City Manager, City Attorney, City Clerk; and (3) remove those employees "without council approval". *See* Santa Fe City Charter, Section 5.01, parts (E), (F), and (G).

The City's Charter does not specifically contemplate or require contracts with the three mayoral appointees. In at least recent history, the contracts with mayoral appointees have established certain benefits that are not available for other employees, such as severance pay and retention incentives, in exchange for an appointee's promise to provide reasonable notice of departure. The contracts have also specified a salary for a particular duration of time. The exchange of promises in mayoral appointees' contracts is similar to the contracts the City recently offered to all employees for their retention and recruitment: those contracts also provided benefits that would not otherwise be available (incentive pay), in exchange for certain promises that would not be otherwise required (a commitment to remain employed with the City).

(1) Is a Contract Required?
There is not a requirement for a contract with mayoral appointees. In the absence of a contract, an appointee will only receive the benefits provided to the City's other exempt employees, such as leave accrual.

(2) How is the City Manager's salary established if not through a contract?
As funds are available in the budget appropriated by the Governing Body, the Mayor may use his administrative and supervisory authorities to negotiate a salary with the appointed City Manager.

GOVERNING BODY MEETING OF
January 12, 2022
BILLS AND RESOLUTIONS SCHEDULED FOR INTRODUCTION
BY MEMBERS OF THE GOVERNING BODY

Mayor Alan Webber

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION ESTABLISHING ADDITIONAL LEGISLATIVE FUNDING PRIORITIES BASED ON THE POTENTIAL AVAILABILITY OF ADDITIONAL FUNDING.	Finance Committee – 1/18/22 Quality of Life Committee – 1/19/22 Public Works and Utilities Committee – 1/24/22 Governing Body – 1/26/22

Councilor Jamie Cassutt

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION IN SUPPORT OF THE APPROPRIATION OF FUNDS BY THE NEW MEXICO LEGISLATURE FOR NEW MEXICO-GROWN FRESH FRUITS AND VEGETABLES FOR SCHOOL AND SENIOR MEALS PROGRAMS AND RELATED EDUCATION PROGRAMS FOR SCHOOLS AND FARMERS.	Quality of Life Committee – 1/19/22 Public Works and Utilities Committee – 1/24/22

Councilor Amanda Chavez

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Michael J. Garcia

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION AMENDING RESOLUTION NO. 2020-14 TO CHANGE THE LOCATION OF THE BANNERS COMMEMORATING "HOMETOWN HEROES" ALONG THE CERILLOS ROAD CORRIDOR BETWEEN I-25 AND RODEO ROAD TO BETWEEN I-25 AND THE INTERSECTION OF ST. MICHAELS DRIVE AND OSAGE AVENUE.	Quality of Life – 1/19/22 Public Works and Utilities Committee – 1/24/22 Governing Body – 1/26/22

Councilor Signe I. Lindell

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Chris Rivera

Co-Sponsors	Title*	Tentative Committee Schedule*
	A RESOLUTION PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS FROM JANUARY 27, 2022 TO FEBRUARY 24, 2022; RESTRICTING THE SALE OR USE OF	Quality of Life Committee – 1/19/22 Public Works and Utilities Committee – 1/24/22

This document is subject to change.

	FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.	

Councilor Carol Romero-Wirth

Co-Sponsors	Title*	Tentative Committee Schedule*

Councilor Renee Villarreal

Co-Sponsors	Title*	Tentative Committee Schedule*

* Subject to change

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

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

IN SUPPORT OF THE APPROPRIATION OF FUNDS BY THE NEW MEXICO LEGISLATURE FOR NEW MEXICO-GROWN FRESH FRUITS AND VEGETABLES FOR SCHOOL AND SENIOR MEALS PROGRAMS AND RELATED EDUCATION PROGRAMS FOR SCHOOLS AND FARMERS.

WHEREAS, New Mexico has a vibrant food and farming culture that is significant to its rural economies and provides employment opportunities on farms and in the direct, wholesale, and retail markets, as well as in food processing, distribution, and value-added businesses, all while adding to the health and well-being of New Mexicans; and

WHEREAS, according to the USDA Census of Agriculture, 2017 ("Census"), 1,538 New Mexico farmers sold $98 million of vegetables and melons and $210 million of fruits, nuts, and berries in 2017; and

WHEREAS, if each resident of New Mexico purchases $5 of food each week directly from a New Mexico farm, farmers will earn an additional $544 million annually, which, according to the Census, is equal to what New Mexico farmers currently earn in net cash income by selling

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crops and livestock; and

WHEREAS, that same study estimated that the annual cost to feed people experiencing food insecurity in New Mexico would be $158,536,000, at an average cost of $2.87 per meal; and

WHEREAS, the study also states that 12.4 percent of Santa Fe County residents, or approximately 18,000 people, experience food insecurity; and

WHEREAS, additionally it was estimated that the annual cost to feed people experiencing food insecurity in Santa Fe County is $10,499,000, at an average cost of $3.36 per meal; and

WHEREAS, the Feeding America study also shows that, in New Mexico, approximately 98,000 seniors fall below 185 percent of the federal poverty income guidelines, and approximately 56,000 seniors fall below 130 percent the federal poverty income guidelines; and

WHEREAS, the National School Lunch Program makes it possible for all school children in the United States to receive a nutritious lunch every school day; and

WHEREAS, Feeding America, in its 2019 study, found that many children consume at least one-half of their daily calories at school and, for many, food served at school is the only meal they eat daily;

WHEREAS, according to the New Mexico Public Education Department ("PED"), approximately 333,300 students are enrolled in New Mexico schools and can participate in the school meal programs operated by various schools throughout the state, and more than 241,400 of these students -- 72 percent -- are eligible for free or reduced-price school meals; and

WHEREAS, the Food Service Director for the Santa Fe Public Schools has stated that more than 16,000 students in Santa Fe County and the City of Santa Fe participate in the school meal program; and

WHEREAS, in 2019 the New Mexico School Nutrition Association found that local school meal programs have seen costs for food purchases increase by of an average of 25 cents to 75 cents per meal, with the cost of fruits and vegetables representing as much as a quarter of the

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increased cost; and

WHEREAS, information from PED shows that the National School Lunch Program provides a reimbursement of $3.31 for free lunches, $2.91 for reduced-priced lunches; and $0.39 for fully paid lunches; and

WHEREAS, the National School Lunch Program provides a reimbursement of $1.79 for free breakfasts, $1.49 for reduced-price breakfasts, and $0.31 for fully paid breakfasts; and

WHEREAS, the purchase of New Mexico grown fruits and vegetables will enhance the diet of school children and seniors and help school and senior meal programs comply with federal rules that require fruits and vegetables on meal plates; and

WHEREAS, there is an agricultural sector of fruit and vegetable farmers that can respond to these new food markets for local produce in the school and senior meal programs, as well as in grocery stores; and

WHEREAS, food and agriculture education programs and experiential learning are key to increasing student access to and relationships with fresh and local produce, as well as to introducing students to possible career paths; and

WHEREAS, increased funding from the State Legislature enables senior and school meal programs and local school districts to purchase New Mexico-grown produce, serve more fresh fruits and vegetables to Santa Fe's children and seniors for their health and well-being, provide related educational materials and experiential learning opportunities, and support economic development and opportunities for local farmers.

NOW, THEREFORE, BE IT RESOLVED that the Governing Body joins the Board of County Commission of Santa Fe, the City and County Advisory Council on Food Policy, New Mexico Food and Agriculture Policy Council, New Mexico School Nutrition Association, and other agencies and organizations, in requesting that the New Mexico State Legislature appropriate funds to support New Mexico-grown fresh fruits and vegetables for school and senior meals programs,

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related education programs, and programs that expand opportunities for farmers and ranchers.

PASSED, APPROVED, and ADOPTED this ___ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

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Legislation/2022/Resolutions/Locally Grown Food

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Michael Garcia

A RESOLUTION

AMENDING RESOLUTION NO. 2020-14 TO CHANGE THE LOCATION OF BANNERS COMMEMORATING "HOMETOWN HEROES" ALONG THE CERILLOS ROAD CORRIDOR BETWEEN I-25 AND RODEO ROAD TO BETWEEN I-25 AND THE INTERSECTION OF ST. MICHAEL'S DRIVE AND OSAGE AVENUE.

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 permittee if approved 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 installation; and

WHEREAS, Resolution No. 2019-23 approved the design and installation for 20 banners along Cerrillos Road between I-25 and Rodeo Road; and

WHEREAS, Resolution No. 2019-37 approved an additional 30 additional banners on the same stretch of roadway; and

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WHEREAS, Resolution No. 2020-24 approved the design and installation for as many banners to be displayed as there are light poles along Cerrillos Road between I-25 and Rodeo Road and permitted the banners to be displayed every year between Memorial Day and Veterans Day; and

WHEREAS, the banners commemorate the lives of those local veterans who are serving, have served, or have been honorably discharged from the United States Military; and

WHEREAS, according to a July 3, 2021, article in *The Santa Fe New Mexican* over 200 banners were placed in 2021; and

WHEREAS, according to Hometown Heroes organizers, banners could total nearly 350 with 140 additional family requests in 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the design and installation plan, as well as increasing the number of banners along Cerillos provided below, is hereby approved:

Dates:	The banners may be displayed every year between Memorial Day and Veterans Day.
Location:	The banners may be displayed on sign support structures installed along Cerrillos Road between I-25 and St. Michael's Drive/Osage Avenue.
Number:	As many banners may be displayed as there are light poles, provided the banners are evenly and artfully displayed. The flag of the United States of America may be displayed above each banner.
Design Approval Process:	The design of the banners has been approved by the Land Use Director as conforming to all applicable requirements and restrictions.

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Installation:	The American Legion Post 12 will be responsible for the installation of the banners associated with this request.
Maintenance:	Banners that become damaged, defaced, or are in any form of disrepair shall be replaced immediately at the expense of the American Legion Post 12. The City reserves the right to remove any banners the City deems in disrepair prior to their scheduled removal date.
Cost Allocation:	The American Legion Post 12 shall be responsible for all costs associated with the purchasing, installation, and removal of the banners, other than the personnel costs.

BE IT FURTHER RESOLVED that prior to installation, the American Legion Post 12 shall secure approval from the New Mexico Department of Transportation for the display of the banners in the additional stretch of Cerillos Road right-of-way.

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

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

DRAFT

_____

ERIN K. McSHERRY, CITY ATTORNEY

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2022-__

INTRODUCED BY:

Councilor Chris Rivera

A RESOLUTION

PROCLAIMING SEVERE OR EXTREME DROUGHT CONDITIONS EXIST IN THE CITY OF SANTA FE; IMPOSING FIRE RESTRICTIONS FROM JANUARY 27, 2022 TO FEBRUARY 24, 2022; RESTRICTING THE SALE OR USE OF FIREWORKS WITHIN THE CITY OF SANTA FE AND PROHIBITING OTHER FIRE HAZARD ACTIVITIES.

WHEREAS, the danger of range fires, grass fires, forest fires and structure fires is very high or extremely high in and around the city of Santa Fe; and

WHEREAS, the weather in Santa Fe has been dry and windy, contributing to the present very high or extremely high fire risk, and it is predicted that the windy and dry weather will continue into the coming weeks, causing progressively worsening fire conditions; and

WHEREAS, due to abnormally low winter precipitation, United States forest service data indicates very high or extreme fire danger presently exists; and

WHEREAS, it is anticipated that drought conditions will be present for the foreseeable future; and

WHEREAS, the probability of ignition of materials likely to serve as fuel for fire is

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presently extremely high in the city of Santa Fe; and

WHEREAS, if the city experiences a fire that burns out of control in the watershed, 40% of the city's water resources are at serious risk of complete loss or substantially reduced capacity; and

WHEREAS, if the city experiences a fire that burns out of control in populated areas, it may be necessary to evacuate and relocate affected residents; and

WHEREAS, the SARS-CoV-2 (COVID-19) 2020-21 Pandemic is complicating suppression operations on wildland fires in New Mexico; and

WHEREAS, pursuant to NMSA 1978, Section 60-2C-8.1, the governing body of a municipality is authorized to restrict the sale or use of fireworks within the boundaries of the municipality if severe or extreme drought conditions exist; and

WHEREAS, according to the U.S. Drought Monitor, Santa Fe County is in an extreme drought, the second highest category.

NOW, THEREFORE, BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. This resolution shall be deemed a proclamation within the meaning of NMSA 1978, Section 60-2C-8.1 and Section 12-3.9 SFCC 1987.

Section 2. As per NMSA 1978, Section 60-2C-8.1, the Governing Body anticipates severe or extreme drought conditions exist or may exist within the boundaries of the city of Santa Fe based upon current drought indices published by the national weather service and other relevant information supplied by the United States forest service.

Section 3. The Governing Body restricts the sale or use of fireworks from January 27, 2022 to February 24, 2022 to the maximum extent possible permitted in NMSA 1978, Section 60-2C-8.1.

A. The sale or use of the following fireworks is specifically prohibited within

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the city limits:

(1) aerial devices:

(a) aerial spinners;

(b) helicopters;

(c) mines;

(d) missile-type rockets;

(e) roman candles;

(f) shells; and

(g) stick-type rockets;

(2) ground audible devices:

(a) chasers; and

(b) firecrackers.

B. All fireworks within any lands covered wholly or in part by timber, brush, or native grass are prohibited.

Section 4. An exception to the above restrictions is public displays of fireworks in strict conformance with the requirements and conditions set forth in Section 12-3.3 SFCC 1987 and as approved by the City of Santa Fe fire chief.

Section 5. Pursuant to Section 12-3.9 SFCC 1987,

A. Any individual, firm, partnership, or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that

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Section 1. Due to severe or extreme drought conditions and wildland fire conditions, the Governing Body hereby prohibits the following activities, in accordance with the International Fire Code® as adopted by Section 12-2.1 SFCC 1987:

A. Open burning, including campfires, bonfires, pit barbecues;

B. Burning of weeds, trash, or other vegetation;

C. Using charcoal barbecue grills in public parks and recreation areas;

D. Smoking in public parks, recreation areas, or on any public trail; and

E. Using any motorized all-terrain vehicle or motorcycles on city owned open space, parks, trails, or other recreational areas, except for the Motocross Track located off of the 599 Relief Route.

Charcoal barbecuing at a residential structure is permitted if the fire is closely monitored and fire-extinguishing equipment, such as a garden hose or fire extinguisher, is readily available.

Section 2. Pursuant to Section 1-3.1 SFCC 1987:

A. Any individual, firm, partnership or other entity found in violation of the above restrictions shall be deemed guilty of a misdemeanor and shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed five hundred dollars ($500), or both.

B. Each and every occasion on which this section is violated shall be considered a separate offense.

BE IT FURTHER RESOLVED that the Governing Body recognizes that NMSA 1978, Section 60-2C-8.1 only allows municipalities to adopt fire restrictions for 30 days at a time and no less than 20 days prior to a holiday for which fireworks may be sold. Therefore, to ensure that there will be no lapse in the fire restrictions imposed by this resolution, the Governing Body may impose these fire restrictions at any subsequent meeting date hereafter to ensure that such fire restrictions are in place during extreme or severe drought conditions and wildland fire conditions.

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PASSED, APPROVED, AND ADOPTED this ___ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN MCSHERRY, CITY ATTORNEY

DRAFT

Legislation/2022/Resolutions/Fire Restrictions 22-1

17. PETITIONS FROM THE FLOOR

Name: Stefanie Beninato

Comment - 01/12/2022 11:51 AM: (No Vote)

REC

Please get a permanent director who can respond to questions etc.

Right now Perez (spent $2.5 million) is only open 9AM-4PM for swimming because the supervisor at Ft Marcy took family leave—leave that should have been anticipate for months (birth), the department waited until a few weeks before the due date—guess what? The baby came early…There were not enough supervisors to open all three pools at 6 or 7AM

Yesterday the Masters team was at Chavez, getting changed when theyw ere told the pool was closed "until further notice" because of staff shortage. There were THREE people there—only 1 lifeguard is needed for the pool according to national standards….so why wasn't it opened?

Why do we have a tiered system for rec centers? Taxpayers pay for all four…Chavez is not an enterprise fund—why should one have to choose among these pools for virtually the same pass?

(I am not talking about ice skating or classes)

ETHICS

I was told by the mayor that he really cared about ethics—highest priority etc. When I asked about doing an investigation of the perjury of Liz Roybal and Susana Ceja, Ms McSherry seemed to agree to do so. Her responsibility as a lawyer is to do an independent investigation. Her investigation consisted of asking the lawyer who suborned perjury whether the two witnesses had perjured themselves.

Has the mayor or anyone in HR talked to John Muñoz about Liz Roybal's absences while being paid which he observed in 2020? I don't think so.

She also seemed clueless about the pages in Liz Roybal's Notebook on me that were supposed to be sealed according to a court order despite emails to her about this concern. When will this be addressed?

So really HOW CONCERNED is the city with ETHICS?

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
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2021-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2021-__:

1. On page 2, line 10 ***insert*** the following new paragraph:

"**BE IT FURTHER RESOLVED** that the provisions of Section IV(B), First Public Comment on Bills, shall be reviewed within one year of adoption of this Resolution."

Respectfully submitted,

_____
Signe I. Lindell, 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 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

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2022-__:

1. On page 5 of the proposed Rules, Section IV(A)(5), second line ***strike*** "up" and ***insert*** in lieu thereof "final vote for adoption. It is recommended that co-sponsorship notification be provided to staff"
2. On page 7 of the proposed Rules, Section IV(C)(4)(c), first line ***strike*** ", but non-unanimous,"
3. On page 7 of the proposed Rules, Section IV(C)(4)(c), ***strike*** the second paragraph in its entirety

Respectfully submitted,

_____ _____

Michael J. Garcia, Councilor Renee Villarreal, 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. 2022-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2022-__:

1. On page 14 of the proposed Rules, Section V(G)(1)(c), third line ***strike*** "of the Governing Body, nor"
2. On page 14 of the proposed Rules, Section V(G)(2)(a),second line, after the period ***strike*** the remainder of the line, ***strike*** all of lines 3-5 ***strike*** line 6 through the, and capitalize the first letter of "any"
3. On page 19 of the proposed Rules, Section VI(B), fourth line after "conflict" ***insert*** "and its nature"
4. On page 19 of the proposed Rules, Section VI(C)(1)(a)(i) ***strike*** the second sentence in its entirety
5. On page 20 of the proposed Rules, Section VI(C)(1)(e)(i), first line ***strike*** "Council" and ***insert*** in lieu thereof "Governing Body"
6. On page 20 of the proposed Rules, Section VI(C)(1)(e)(i), second line ***strike*** "Presiding Officer and the"
7. On page 20 of the proposed Rules, Section VI(C)(1)(e)(iii), first line ***strike*** "Council" and ***insert*** in lieu thereof "Governing Body"
8. On page 20 of the proposed Rules, Section VI(C)(1)(e)(iii), third line ***strike*** "Presiding Officer and"

Respectfully submitted,

_____
Michael J. Garcia, Councilor

Approved as to Form:

_____
Erin K. McSherry, ~~City~~ Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk

10368.1(C)

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2022-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2022-__:

1. On page 7 of the proposed Rules, Section IV(E)(1), after "packet" ***strike*** the remainder of the sentence.
2. On page 8 of the proposed Rules, Section IV(E)(3) ***strike*** "If no committees have had the opportunity to discuss an amendment, then the amendment must" and ***insert*** in lieu thereof "Any new amendments proposed during the Governing Body meeting shall"

Respectfully submitted,

_____ _____

Carol Romero-Wirth, Councilor Jamie Cassutt, 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. 2022-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

I propose the following amendment(s) to Resolution No. 2022-__:

1. On page 8 of the proposed Rules, Section V(A)(1)(f), third line after "reason" ***insert*** "or circumstance"
2. On page 9 of the proposed Rules, Section V(A)(3), first line ***strike*** "shall" and ***insert*** in lieu thereof "may"
3. On page 9 of the proposed Rules, Section V(A)(3), second line ***strike*** "all meetings held in person" and ***insert*** in lieu thereof "in-person meetings, as needed"
4. On page 11 of the proposed Rules, Section V(D)(3)(c), ***strike*** "finding of facts" and ***insert*** in lieu thereof "findings of fact"
5. On page 14 of the proposed Rules, Section V(F)(18), second line ***strike*** the first occurrence of "that" and ***insert*** in lieu thereof "for"
6. On page 14 of the proposed Rules, Section V(G)(1)(c), second line ***strike*** "the members of"
7. On page 19 of the proposed rules, Section VI(C)(1)(a)(i), second line ***strike*** the first occurrence of "been"

Respectfully submitted,

_____
Renee Villarreal, 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. 2022-__
Adoption of New Governing Body Procedural Rules

Mayor and Members of the City Council:

We propose the following amendment(s) to Resolution No. 2022-__:

1. On page 14 of the proposed Rules, Section V(G)(1)(c), line 1 after "comments" ***insert*** "or questions"
2. On page 14 of the proposed Rules, Section V(G)(1)(c), line 4 after "comments" ***insert*** "or questions"

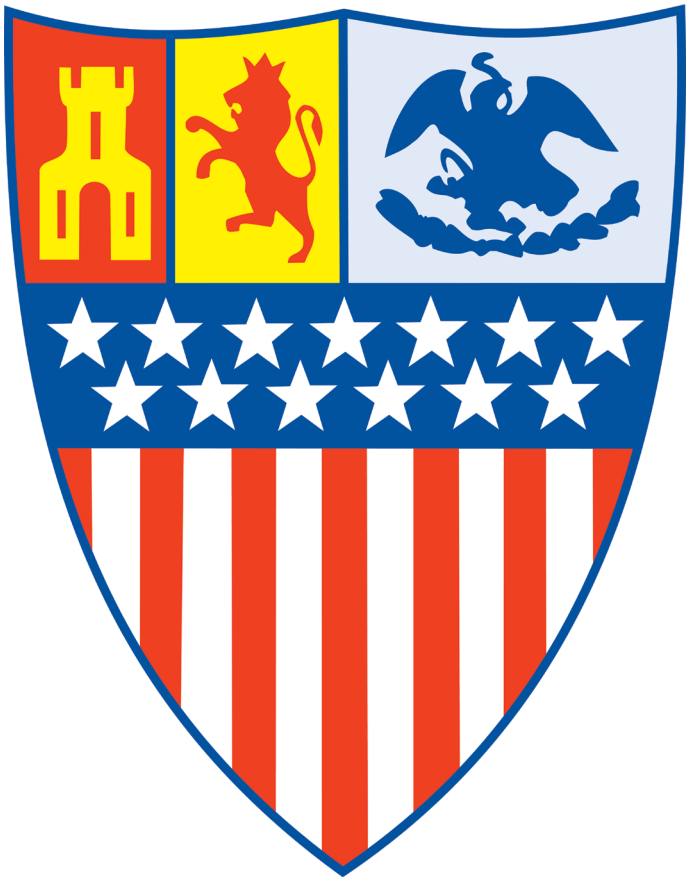
_____ _____
Carol Romero-Wirth, Councilor Jamie Cassutt, Councilor

Approved as to Form:

_____
Erin K. McSherry, City Attorney

ADOPTED: _____
NOT ADOPTED: _____
DATE: _____

_____
Kristine Mihelcic, City Clerk



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 introduce 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.

d. *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.

e. *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.

f. *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.

5. *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.

5. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

6. 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.

7. 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.**

G. 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.

e. 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.

e. 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.

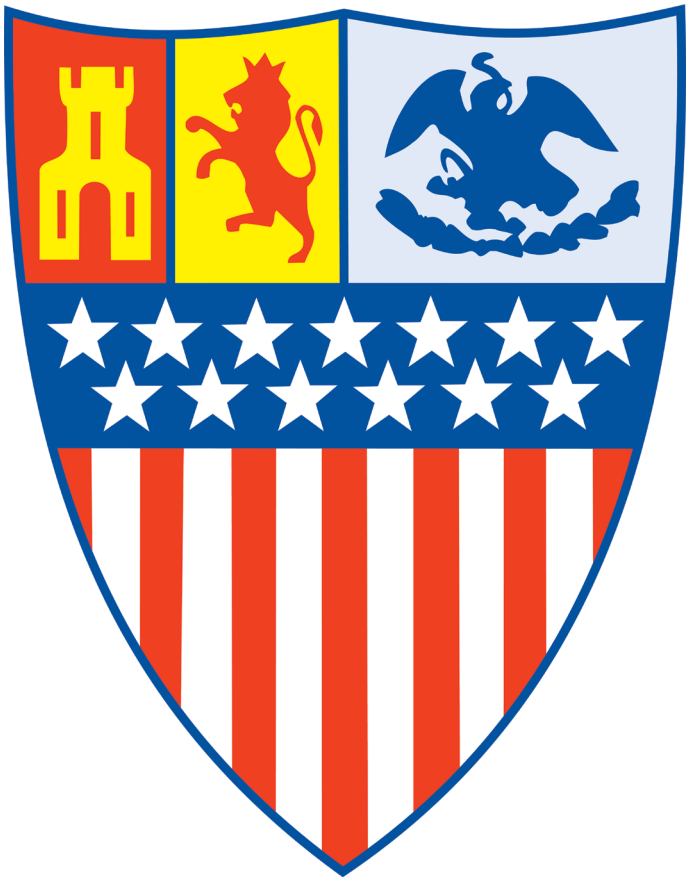
VIII. Robert's Rules of Order

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



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 introduce 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~~] until final vote for adoption. It is recommended that co-sponsorship notification be provided to staff 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.~~]

d. *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.

e. *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.

f. *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.

5. *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~~] Any new amendments proposed during the Governing Body meeting shall 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 or circumstance.

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~~] may serve as Sergeant-at-Arms at [~~all meetings held in person~~] in-person meetings, as needed.

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~~] findings of fact and conclusions 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.

5. Each Governing Body member shall diligently review the consent calendar items and the associated packet materials prior to the Governing Body meeting.

6. 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.

7. 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~~] for 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.**

G. 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 or questions 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 or questions 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, a~~]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

[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**

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.

e. 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 and its nature 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.

e. Governing Body members should keep the following in mind when debating items:

i. *Advance Notice.* [~~Council~~] Governing Body 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~~] Governing Body 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

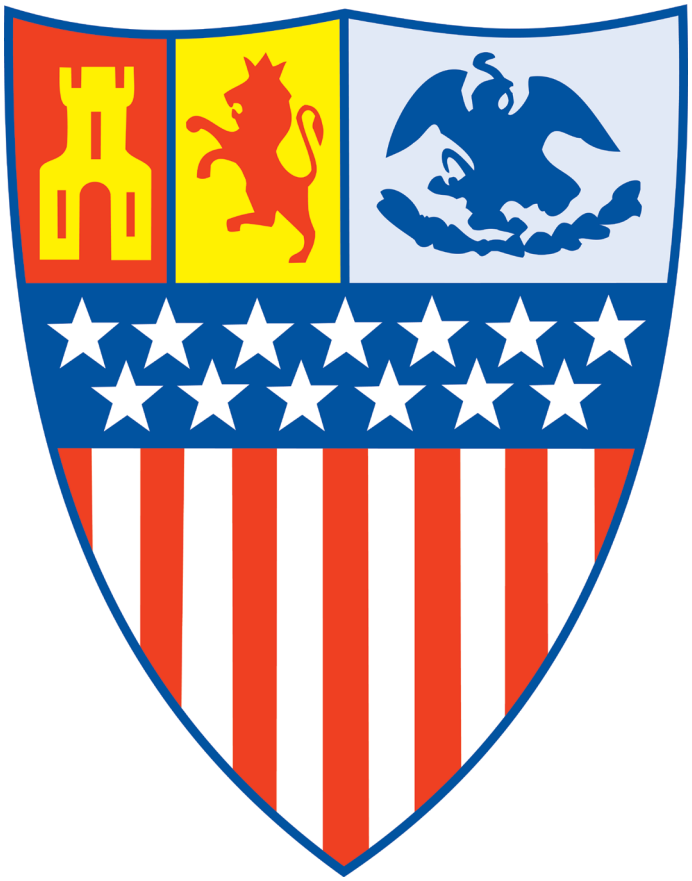
Except as otherwise provided herein, all matters of procedure are governed by the most recent edition of *Robert's Rules of Order*.

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		

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 12/13/2021
ISSUE NO. 7g 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
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Couniclor Lindell for discussion. Approved unanimously.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

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

19. PUBLIC HEARINGS

a. CONSIDERATION OF RESOLUTION NO. 2021-__. (Councilor Romero-Wirth and Councilor C
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
Governing Body: 01/12/2022

Name: Stefanie Beninato
Comment - 01/12/2022 11:51 AM: (No Vote)
Do not like that amendments can be introduced at the meeting even if they are in writing. The public cannot see those amendments. P 8
Who is the Sgt at Arms if the police chief declines to do so? Is this a form of security that council no longer feels is needed? P 9
If someone can call an immediate executive session on an item on the table then how is anyone prepared to discuss the item? P 15

City of Santa Fe, New Mexico

memo

DATE: December 9, 2021 for the January 12, 2022 Governing Body Meeting

TO: Members of the Governing Body

VIA: Jarel LaPan Hill
Jarel Lapan Hill, City Manager
Jason Kluck, Interim Planning and Land Use Director jmk

FROM: Lee Logston, AICP, Land Use Planner Senior, Current Planning Division LL

Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, requests approval of a final development plan for fourteen residential units for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

It is recommended that the Governing Body **APPROVE** Case No. 2021-4244 and 2021-4245 as recommended by the Planning Commission.

Two motions will be required, one for each case.

Sample motions for Case #2021-4244:

- ***Move to approve*** *the rezoning request from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for 2190 W. Alameda Street, and to adopt the findings of the Planning Commission as outlined in Section II.C of the staff report;*

  or

- ***Move to deny*** *the rezoning for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

Sample motions for Case #2021-4245:

- ***Move to approve*** *the final development plan for 2190 W. Alameda Street, and to adopt the findings of the Planning Commission as outlined in Section II.D of the staff report;*

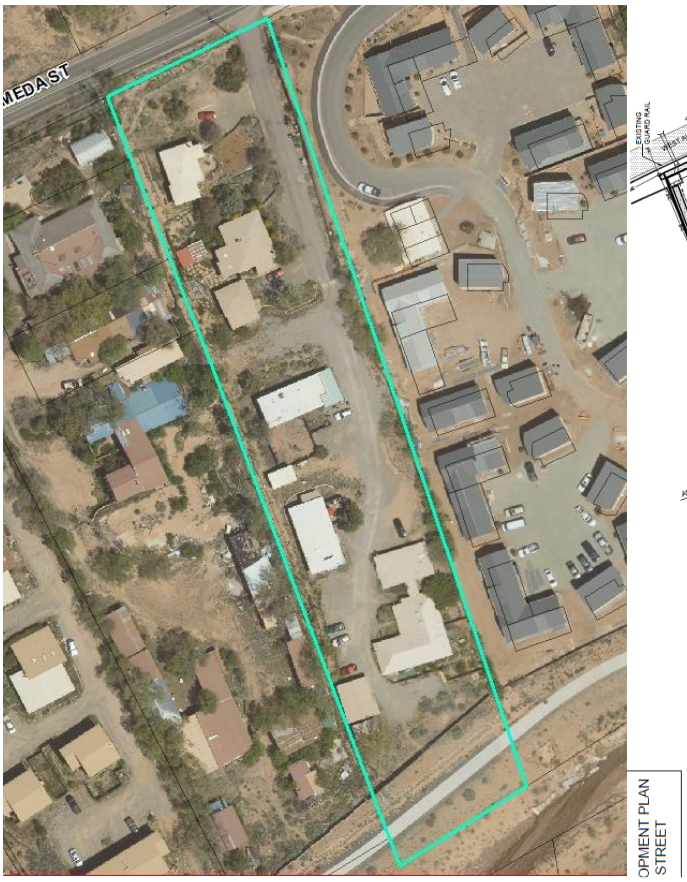
  or

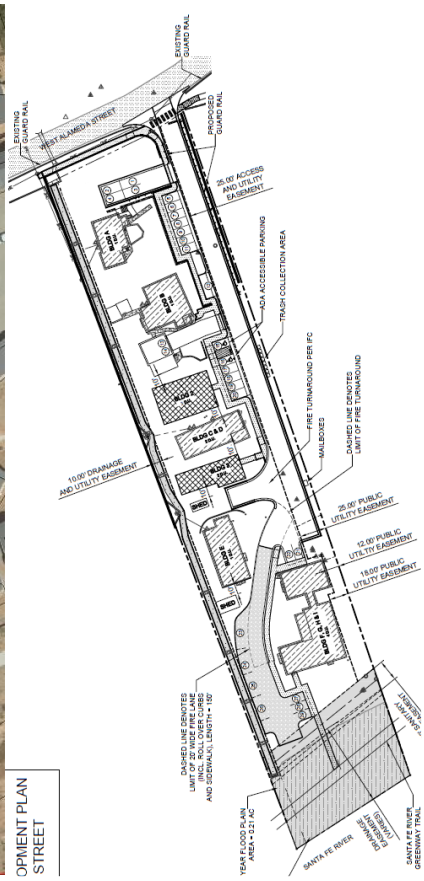
- ***Move to deny*** *the final development plan for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

The subject property currently consists of nine dwelling units on two acres. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan per SFCC Subsection 14-4.2(E)(2). The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request as mentioned above. The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.





OPMENT PLAN
STREET

This application is comprised of two requests:

1. A rezoning request for 2190 West Alameda Street from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre); and
2. Approval of a final development plan required in conjunction with the rezoning request.

The Planning Commission conducted a public hearing on November 4, 2021, and found that the rezoning was justified and satisfied the approval criteria and that the Applicant had satisfied the criteria for development plan approval set forth in SFCC Section 14-3.8(D). The Commission adopted Findings of Fact and Conclusions of Law recommending that the Governing Body approve the rezoning amendment request and the development plan.

The Applicant has complied with the procedural requirements for a rezoning ordinance, including SFCC Subsection 14-3.1(H), Notice Requirements; Subsection 14-3.1(E), Pre-application Conference (conducted June 10, 2021); and Subsection 14-3.1(F), Early Neighborhood Notification (ENN) (conducted July 22, 2021).

A. Rezoning

In considering a rezoning, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.5(C), as follows:

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:
  (a) one or more of the following conditions exist:
    (i) there was a mistake in the original zoning;
    (ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
    (iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;
  (b) all the rezoning requirements of Chapter 14 have been met;
  (c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;
  (d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and
  (e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations, will be able to accommodate the impacts of the proposed development.
(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
  (a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
  (b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

B. Rezoning – 2190 West Alameda Street

Case #2021-4244 is a rezoning request for 2190 West Alameda Street from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre).

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact and Conclusions of Law of the Planning Commission as follows:

(1) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
(2) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
(3) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
(4) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.
(5) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
(6) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style.
(7) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Governing Body finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
(8) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.

(9) Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Governing Body finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

C. Development Plan – 2190 West Alameda Street

Case #2021-4245 is a final development plan approval request triggered by the R-7 rezoning request per SFCC 1987 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact and Conclusions of Law of the Planning Commission as follows:

(1) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Governing Body finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
(2) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Governing Body finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of affordable housing in a neighborhood-sensitive manner.
(3) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Governing Body 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 premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.
(4) Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Governing Body "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
(5) The Governing Body finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

EXHIBITS

Exhibit A – Draft Findings of Fact and Conclusions of Law and Bill

1. Draft Findings for Case #2021-4244 for Rezoning 2190 West Alameda Street
2. Draft Findings for Case #2021-4245 Development Plan
3. Bill 2022-1 for Rezoning 2190 West Alameda Street

Exhibit B – November 4, 2021 Planning Commission

1. Staff Report and Packet
2. Findings
3. Minutes

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2022-1

AN ORDINANCE

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SANTA FE AND CHANGING THE CLASSIFICATION FROM R-5 (RESIDENTIAL −FIVE DWELLING UNITS PER ACRE) TO R-7 (RESIDENTIAL − SEVEN DWELLING UNITS PER ACRE) WITH RESPECT TO A CERTAIN PARCEL OF LAND COMPRISING APPROXIMATELY 2.01 ACRES LOCATED AT 2190 WEST ALAMEDA STREET (CASE NO. 2021-4244, 2190 WEST ALAMEDA STREET LOS CANALES REZONING).

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. The following real property (the "Property") located within the municipal boundaries of the City of Santa Fe, which has been restricted and classified as R-5 (Residential − five dwelling units per acre) is hereby restricted to and reclassified as R-7 (Residential − seven dwelling units per acre):

Tract A, the parcel of land comprising approximately 2.01 acres generally located at 2190 West Alameda Street, lying within Section 27, T17N, R9E, N.M.P.M., Santa Fe County, New Mexico, more fully described in the Legal Description attached as Exhibit A and

incorporated herein by reference.

Section 2. The official zoning map of the City of Santa Fe adopted by Ordinance No. 2001-27 is hereby amended to conform to the change in zoning classification for the Property described in Section 1 of this Ordinance.

PASSED, APPROVED, and ADOPTED this __ day of _____, 2022.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. MCSHERRY, CITY ATTORNEY

Legislation/2022/Bills/Alameda Street Los Canales Rezoning

EXHIBIT A

LEGAL DESCRIPTION OF TRACT A

A CERTAIN TRACT OF LAND LYING WITHIN SECTION 27, T.17N.,R.9E., N.M.P.M., SANTA FE COUNYTY, NEW MEXICO. AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT HEREON DESRCRIBED FROM WHENCE A 1933 U.S.G.L.O.S. BRASS CAP MARKING A 3–1/2 MILE CORNER ON THE WEST BOUNDARY OF THE GRANT BEARS N88°48'06"W, 762.08' DISTANT; THENCE FROM SAID POINT AND PLACE OF BEGINNING AND NORTHEAST ALONG THE SOUTHERN EDGE OF THE WEST ALAMEDA RIGHT–OF–WAY N63°59'40"E, 99.79'; THENCE 44.51' ALONG A 520.00' RADIUS CURVE TO THE LEFT HAVING A CHORD OF N57°44'34"E, 44.50' AND A CENTRAL ANGLE OF 4°54'16" TO THE NORTHEAST CORNER OF THE TRACT HEREON DESCRIBED; THENCE LEAVING SAID RIGHT–OF–WAY ON S18°50'59"E, 655.74' TO THE SOUTHEAST CORNER OF THE TRACT HEREON DESCRIBED; THENCE S56°55'29"W, 126.47' ALONG THE SANTA FE RIVER TO THE SOUTHWEST CORNER OF THE TRACT HEREON DESCRIBED; THENCE LEAVING THE RIVER ON N20°32'57"W, 664.36' TO THE POINT AND PLACE OF BEGINNING.

CONTAING 2.01 ACRES± AND AS MORE FULLY SHOWN AS TRACT A ON PLAT ENTITLED "BOUNDARY SURVEY FOR HOMEWISE OF TRACT A 2.01AC.±" AS RECORDED IN THE OFFICE OF THE SANTA FE COUNTY CLERK IN PLAT BOOK 874, PG. 35,

11/10/21

RICHARD A. CHATROOP N.M.P.L.S. #11011



City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on January 12, 2022 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).

In related Case #2021-4245, the Applicant requests final development plan approval for fourteen residential units for a property located at 2190 W. Alameda Street.

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 Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for its property located at 2190 W. Alameda Street, totaling approximately 2.0 acres.
2. 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)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
3. A pre-application conference was held on June 10, 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), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
6. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided

the Governing Body with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

7. Staff recommended that the Governing Body approve the rezoning.

Rezoning

1. At the Hearing, the Governing Body considered the Application in this case concurrently with the application in Case #2021-4245, and the Governing Body 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.
2. In this case, the Applicant seeks a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).
3. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
4. Pursuant to SFCC 1987 Section 14-2.2(A) and Section 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve rezonings.
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Planning Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
6. The Planning Commission held a public hearing on November 4, 2021 and recommended that the Governing Body approve the Application.
7. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before approving a rezoning.
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i), the Governing Body finds that the criterion is not applicable.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(ii), the Governing Body finds that the criterion is not applicable.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
12. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
13. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and

geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.

14. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
15. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style
16. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Governing Body finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
17. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.
18. Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Governing Body finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Governing Body has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to approve the proposed rezoning.
3. The Applicant met the applicable Submittal Requirements.
4. The Governing Body should approve the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 12th DAY OF JANUARY 2022 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the rezoning, as requested in the Application for Case #2021-4244.

_____ _____
Alan M. Webber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry Date
City Attorney

EXHIBIT B

Land Use Department
Planning Commission Staff Report

Case No:	2021-4244 and 2021-4245
Hearing Date:	November 4, 2021
Applicant:	Homewise, Inc.
Request:	R-7 Rezoning and Final Development Plan
Location:	2190 West Alameda Street
Case Mgr.:	Lee Logston
Zoning:	R-5 (Residential- five dwelling units per acre)
Overlay:	West Santa Fe River Corridor Overlay District
Pre-app Mtg:	June 10, 2021
ENN Mtg:	July 22, 2021
Proposal:	14 dwelling units on approximately 2.01 acres



Site Map

Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning. JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan. JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a final development plan for fourteen residential units for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Commission should **RECOMMEND APPROVAL BY THE GOVERNING BODY** of the rezoning to R-7 (Case #2021-4244)

The Commission should **RECOMMEND APPROVAL BY THE GOVERNING BODY** of the final development plan (Case #2021-4245), subject to conditions of approval and technical corrections outlined in this report, and subject to Governing Body approval of the rezoning request.

A recommendation for **denial** of the rezoning request would render the proposed final development plan infeasible, in which case a **recommendation for denial of the final development plan would be appropriate**.

Four motions will be required, in the following order, for this case:

- *Recommend the Governing Body approve or deny the Rezoning (Case #2021-4244).*
- *Recommend the Governing Body approve or deny the Final Development Plan (Case #2021-4245), subject to the conditions of approval and technical corrections recommended by staff.*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2021-4244 (Exhibit A(1)).*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2021-4245 (Exhibit A(2)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for **the preliminary development plan** (Case #2021-4245).

#	Condition of Approval	Dept. or Division	To be completed:
1	The drainage report needs to summarize how much storage is required to meet the required reduction in flow to predevelopment levels. The narrative must also state where required storage volume will be provided. Locations and volumes of storage areas must be detailed in report.	Land Use/Terrain Management	Prior to Recordation
2	Show downspout locations on buildings and how water will be directed to ponding or landscaped areas.	Land Use/Terrain Management	Prior to Recordation
3	Label all ponding areas on Grading and Drainage sheets and show volumes detained/retained in each area. If landscaped areas are used for ponding volume requirements, label those volumes in each area.	Land Use/Terrain Management	Prior to Recordation
4	The energy dissipator will require minimum of 5' fencing to protect from anyone	Land Use/Terrain Management	Prior to Recordation

	entering the deep water.		
5	Detail erosion protection at exit of energy dissipator.	Land Use/Terrain Management	Prior to Recordation
6	Include detail of check dam	Land Use/Terrain Management	Prior to Recordation
7	An approved Water Plan from the Water Division will be required. Water Plan comments will be submitted to the design engineer.	Public Utilities/Water	Prior to Recordation
8	Provide a 25' wide public sewer and waterline easement across southern portion of property. Utilize the existing sewer easement running parallel to the Santa Fe River and widen by 5 feet on south side of property.	Public Utilities/Water	Prior to Recordation
9	Extend the 6" water main along the southern boundary of the development to allow for looping for future developments to the west.	Public Utilities/Water	Prior to Recordation
10	Shall Meet all applicable ADA requirements (see comment form).	Land Use/ADA Site	Prior to Recordation

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected development in Mylar. The "technical corrections" that must be made to the development plan prior to recordation are listed in Exhibit B(1).

III. EXECUTIVE SUMMARY:

The subject property currently consists of nine dwelling units on two acres. There are three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan. The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request per SFCC Subsection 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

IV. EXISTING CONDITIONS

The subject property is located on the south side of West Alameda Street near Calle Nopal, directly adjacent to the recently constructed Alameda Lofts complex. The property spans from West Alameda Street to the Santa Fe River Greenway Trail to the south. Properties to the north are zoned R-1 (Residential- one dwelling unit per acre), but all other surrounding properties are zoned R-5 (Residential- five dwelling units per acre) with the exception of the Alameda Lofts, which are zoned R-7 (Residential- seven dwelling units per acre). The property is located in the Rio Vista Area of the West Santa Fe River Corridor Overlay District.

V. REZONE APPROVAL CRITERIA – R-5 to R-7

The Applicant requests a rezoning to R-7 (Residential- seven dwelling units per acre). The purpose of R-7 zoning, per SFCC Section 14-2.2(E), is *to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability.*

The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the Planning Commission and the Governing Body must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

Criterion 1 [14-3.5(C)(1)(a)]: one or more of the following conditions exist: **(i) there was a mistake in the original zoning;** **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No) **YES**
(i) Not applicable (ii) Not applicable (iii) The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, as described in the West Santa Fe River Corridor Plan (adopted December 2017). The Plan describes this sub-area as being a transitional area between more compact and urban densities to the east and more open and rural densities to the west. In addition, due to the availability of City water and sewer infrastructure in this area, the Plan recommends R-5 and R-7 zoning densities. The proposed rezoning of the property from R-5 to R-7 is consistent with the types of future development anticipated and encouraged in this area of the Overlay District. It is more advantageous to the community because it allows for the efficient use of public infrastructure, an increase in much-needed housing supply, and the creation of new affordable housing. Furthermore, as previously stated, the intent of the proposed rezoning aligns well with the purpose of the R-7 district, per SFCC Subsection 14-2.2(E), which is to allow for a greater intensity of residential land use, to encourage infill development	

on underdeveloped land, and to allow a housing density that enables affordability.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances, but does seek to establish custom setbacks with the development plan	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning and redevelopment program supports General Plan themes of Affordable Housing, Sustainable Growth, and Character, respecting the evolution of land use patterns while preserving community character, efficiently utilizing infrastructure through infill development, and responding to Santa Fe's substantial housing demand. The proposal is also consistent with General Plan principles calling for the Protection of Natural Resources, Network of Open Space, Respect for Traditional Communities, and Corridor Protection between Urban and Rural Uses. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.	
Criterion 4 [14-3.5(C)(1)(d)]: the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met:** (Yes/No) **YES**
General Plan Figure 4-4, Urban Sub-Areas, designates the subject property and surrounding area as an "Infill Area." The Growth Management Chapter of the General Plan specifically calls for prioritization of infill development in Santa Fe in order to maximize the efficient use of public infrastructure, while meeting the demand for urban land for development and directing new growth towards the historic core of the city rather than on the undeveloped fringes. The proposed infill project is in alignment with these strategic directives.	
Criterion 5 [14-3.5(C)(1)(e)]: the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met:** (Yes/No) **YES**
The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space. The addition of five new dwellings on the property will have minimal impacts on the existing infrastructure, and proposed site improvements will compliment and enhance the adjacent public facilities.	

Criterion 6 [14-3.5(C)(2)]: Unless the proposed change is consistent with applicable General Plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in**	**Criterion Met:** (Yes/No) **YES**

the area; **(b) affect an area of less than two acres, unless adjusting boundaries between districts;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	
(a) The proposed project is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style. (b) Not applicable because the property is just over two acres, but this is a zoning boundary adjustment. (c) The proposed project aligns well with numerous General Plan policies and principles, as addressed above. Further, it is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.	
Criterion 7 [14-3.5(D)(1)]: If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;	**Criterion Met:** (Yes/No) **YES**
The impacts of the proposed rezoning and development of five additional new dwellings will be minimal and easily accommodated by existing infrastructure and public facilities.	
Criterion 8 [14-3.5(D)(2): If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.	**Criterion Met:** (Yes/No) **YES**
No new streets will be needed as a result of the rezoning, and a new sidewalk will be constructed along West Alameda Street as required by the West Santa Fe River Corridor Plan.	

VI. PROJECT ANALYSIS: DEVELOPMENT PLAN

Project Description

There are currently nine dwelling units on the two-acre property, comprised of three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. If granted the rezoning request, the Applicant intends to construct two new buildings that would house five additional dwelling units. The Applicant intends to establish a condominium regime to create opportunities for home ownership. Homewise will renovate three of the existing homes (20%) to be sold as affordable homes in compliance with the Santa Fe Homes Program requirements. Furthermore, through a private grant, Homewise hopes to achieve affordability of up to 50% of the homes within the development. The driveway connection to West Alameda Street will be improved, parking will be improved, and drainage upgrades will be made through the development.

Per Table 14-7.2-1, setbacks in the requested R-7 district are established by an approved development plan, with the Alameda Street setback specified by the West Santa Fe River Corridor Overlay. The

proposed setbacks for the property are:

Alameda Street Setback: 50 feet
Private Drive Setback: 2 feet for existing structures / 5 feet for new structures
Rear Yard Setback: 10 feet

With a total roofed area of 15,916 square feet, the total proposed lot coverage for the development is 18%, well below the allowable maximum of 40%. For developments with a density of five dwellings per acre or greater within the West Santa Fe River Corridor Overlay District, 13.9% of the land area of the subject property (12,191 square feet) has been reserved as Common Open Space in accordance with Overlay standards.

Access and Traffic

Because the majority of the dwelling units in the project already exist, a Traffic Impact Analysis was not required. Improvements on West Alameda Street include five-foot concrete sidewalk behind the existing guardrail. This will extend the sidewalk created by the construction of Alameda Lofts approximately 150 feet further west on Alameda Street.

Access is via a private driveway on West Alameda Street. The construction of retaining walls will allow this access to be extended south, re-graded and re-surfaced in order to increase safety and driver visibility when exiting the development. A 25-foot wide private drive serves as a shared access and utility easement. All roadway maintenance will be the responsibility of a new condominium owner's association. A five-foot sidewalk along one side of the private drive will create a pedestrian connection to the Santa Fe River Greenway.

Parking, Landscaping and Lighting

Per SFCC Table 14-8.6-1, two parking spaces are required for each residential unit. The total required parking for the proposed 14-unit development is 28 spaces, with 30 spaces provided along the access driveway. New landscaping and site lighting is not proposed, as the preservation of neighborhood character and existing mature, native vegetation is a top priority.

Grading and Drainage/Terrain Management

The site generally slopes from north to south, with steep grades from West Alameda Street down to the buildable area of the site. The private driveway off West Alameda will be rebuilt, and retaining walls installed in order to create reasonable driveway, parking, and sidewalk grades. Passive water harvesting will be employed in open areas around buildings, and preservation of existing mature vegetation will be prioritized.

The limits of the 100-year floodplain associated with the Santa Fe River extend into the southern part of the site, but fall outside of the existing and proposed development. Flood hazards are not increased by the proposed development. The 10-foot wide drainage easement that runs along the western boundary of the property will be will be reconstructed and rock-lined to better convey storm water and reduce velocity of runoff on the sloped site. A retaining wall and check dams will be constructed along the western edge at the property boundary to slow the flow of water and allow for infiltration. The existing detention pond at the end of the drainage swale, near the southwest corner of the property, will be expanded to capture increased runoff resulting from new impervious area.

Fire Prevention and Emergency Access
Emergency access requirements are satisfied by the provision of a 20-ft wide driveway and hammerhead turnaround. A fire hydrant is located on the property, and there are additional hydrants in close proximity on West Alameda Street.

Water and Sewer
The site is served by existing City water and sewer infrastructure. Five new dwellings are proposed with the Application, and these will create new water demand as follows:

New Indoor Residential Water Demand = 0.16 AFY/DU x 5 DU = 0.8 AFY

Water demand offset fees will be paid upon issuance of building permits for the five proposed dwellings. The Water Division is requiring the Applicant to extend the existing 6" water main west along the southern boundary of the property in order to allow for future looping for new development that may occur to the west. This looping will provide for increased water flow.

Impact on Schools
As the proposed development will only add five new dwelling units to the existing site, it was not necessary to notify Santa Fe Public Schools per SFCC Subsection 14-8.16(B)(1).

Santa Fe HOMES Program
In accordance with the current provisions of the Santa Fe Homes Program (SFHP), the Project will provide three affordable homes (20%) – one unit in each income range: 50-65% AMI, 66-80% AMI, 81-100% AMI. Additionally, Homewise has received a private donation to support increased housing affordability for the project, which is projected to benefit 50% of the fourteen units at affordable pricing for Santa Fe.

The project will utilize the 15% density bonus for the provision of affordable housing in compliance with the SFHP. The calculation is as follows:

Gross Lot Area = 2.01 acres
Floodway Area = 0.21 acres (9,381 sq.ft.)
Net Lot Area = 1.79 acres
Base Density = 1.79 acres x 7 dwelling units/acre = 12.53 dwelling units
Proposed Density = Base Density + 15% SFHP Density Bonus = 14 dwelling units

The signed SFHP proposal is found in Exhibit D(2).

Homeowners Association and Private Covenants
Articles of Incorporation, Bylaws, and Homeowners Association Restrictions and Covenants will be reviewed by City Staff and the City Attorney's Office prior to recordation of the development plan per SFCC 14-9.5(A)(2) and 14-8.2(K)(1).

VII. DEVELOPMENT PLAN APPROVAL CRITERIA SECTION 14-3.8(D)(1)

SFCC Section 14-3.8 governs the authority, procedures, and restrictions for development plans. The Criteria for approval of Development Plans are detailed below:

Criterion 1: that the Planning Commission has the authority and is empowered to approve the development plan under the section of Chapter 14 described in the application;	**Criterion Met:** (Yes/No) **YES**
Santa Fe City Code (SFCC) Subsection 14-3.8(B)(2) requires a development plan for rezoning applications. Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings.	
Criterion 2: that approving the development plan will not adversely affect the public interest; and	**Criterion Met:** (Yes/No) **YES**
The Governing Body has implemented the General Plan and ordinances in order to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. Subject to staff recommended conditions of approval, the proposed development plan would not adversely affect the public interest. The proposed Development Plan does not adversely impact the public interest, but rather the project will benefit the public by increasing the supply of much-needed affordable housing and creating home ownership opportunities in the area. Pedestrian connectivity is improved by extending the sidewalk along the south side of West Alameda Street and by providing a direct connection for residents to the Santa Fe River Greenway Trail. Storm water management is improved through extensive upgrades to the drainage easement along the west property boundary.	
Criterion 3: that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.	**Criterion Met:** (Yes/No) **YES**
The proposed residential uses and density are compatible with adjacent uses and densities. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. As stated above, the project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District. This sub-area is intended as a transitional area between more compact urban densities to the east and rural densities to the west. Because of the presence of City water and sewer infrastructure in this area, R-5 and R-7 zoning and associated development densities are recommended for this area by both the General Plan and the West Santa Fe River Corridor Overlay.	

VIII. EARLY NEIGHBORHOOD NOTIFICATION

An Early Neighborhood Notification meeting was held via Zoom on July 22, 2021. Five current residents attended. Homewise staff have continued to meet with these attendees and other residents to address questions and concerns. Discussion has included strategies to improve resident collaboration in the entitlement and development process, management of storm water, driveway improvements, creation of new parking areas, storage, construction timelines, and ideas for minimizing resident impacts, particularly in regards to renovations of occupied units.

IX. EXPIRATION

The rezoning, if approved by the Governing Body, will run with the land, is transferrable, and will not expire.

Per SFCC Section 14-3.19(B)(4) “Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to Subsection 14-3.19(B)(6).” Therefore, should the Commission recommend approval the preliminary development plan to the Governing Body and adopt Findings of Fact and Conclusions of Law at this hearing, the expiration date would be determined by the date of their final action.

X. ATTACHMENTS:

EXHIBIT A: Draft Findings of Fact and Conclusions of Law
1. Case #2021-4244 Rezoning
2. Case #2021-4245 Development Plan

EXHIBIT B: Development Review Team Memoranda
1. Compiled Technical Corrections
2. Terrain Management & ADA Site Review
3. Fire Prevention Review
4. Water Review

EXHIBIT C: Maps and Photos
1. Future Land Use
2. Current Zoning
3. Aerial
4. Street Views

EXHIBIT D: Applicant Materials
1. Project Report
2. Santa Fe Homes Proposal
3. Select pages from West Santa Fe River Corridor Plan
4. Proposed Development Plan

APPROVED BY:

Title	Name	Initials
Acting Planning and Land Use Director	Jason Kluck	*jmk*
Land Use Planner Manager	Noah Berke, AICP	NLB
Land Use Department Case Manager	Lee Logston. AICP	*LL*

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit A

Draft Findings of Fact and Conclusions of Law

1. **Case #2021-4244 Rezoning**
2. **Case #2021-4245 Final Development Plan**

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).

In related Case #2021-4245, the Applicant requests final development plan approval for fourteen residential units for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.

Rezoning

1. Pursuant to SFCC 1987 Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
2. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4245, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
3. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
4. In this case, the Applicant seeks a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
6. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i), the Commission finds that the criterion is not applicable.
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(ii), the Commission finds that the criterion is not applicable.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
12. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.

13. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
14. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Commission finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style
15. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Commission finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
16. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.
17. Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Commission finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the rezoning, as requested in the Application for Case #2021-4244.

_____ _____

Brian Gutierrez, Chair Date

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Patricia Feghali Date
Assistant City Attorney

EXHIBIT B

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4245
2190 W. Alameda Street; Los Canales Final Development Plan

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests approval of a final development plan for fourteen residential units (Project). The Property is zoned R-5 (Residential- five dwelling units per acre).

In related Case #2021-4244, the Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the final development plan Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval by the Governing Body of the final development plan, subject to Conditions and the technical corrections set forth in the Staff Report and exhibits.

Development Plan

7. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding development plans required for rezonings.
8. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4244, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
9. Under SFCC 1987 Section 14-4.2(E)(2), a R-7 rezoning request requires consideration and approval by the Commission and the Governing Body of a development plan for the property.
10. In this case, the Applicant wishes to establish custom setbacks through the development plan to account for existing conditions.
11. SFCC 1987 Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a recommendation to the Governing Body based on the criteria set out in SFCC 1987 Section 14-3.8(D).
12. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
13. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
14. 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 recommending approval a development plan.
15. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
16. SFCC 1987 Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings
17. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision ofaffordable housing in a neighborhood-sensitive manner.
18. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.

19. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Commission "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
20. The Commission finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. The Commission has the authority to review and make recommendations to the Governing Body regarding development plans related to rezoning requests.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested final development plan, subject to the conditions and technical corrections recommended by staff, because all applicable code requirements and criteria for recommendation of approval of the proposed final development plan have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the final development plan for the Property, as requested in the Application for Case #2021-4245, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The final development plan shall expire three years after issuance of Governing Body approval per SFCC 1987 Section 14-3.19(B)(4) unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC Section 14-3.19(B)(6).

_____ _____

Brian Gutierrez, Chair Date

FILED:

_____ _____

Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____

Patricia Feghali Date
Assistant City Attorney

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit B

Development Review Team

1. **Compiled Technical Corrections**
2. **Terrain Management & ADA Site Review**
3. **Fire Prevention Review**
4. **Water Review**

EXHIBIT B1
Technical Corrections
Case #2021-4244 4245
2190 W. Alameda Street Los Canales Final Development Plan

TECHNICAL CORRECTIONS	Department	Staff
1. ADA accessible route from the street does not appear to meet the required maximum running slope of the walking surfaces. Multi-family developments must comply with the maximum 1:20 running slope. ADA note on sheet 6-6 states the running slopes shall not exceed 5% without handrail, but no handrail locations are detailed in these plans. Detail all areas with running slopes greater than 5% and all handrail locations on sheet 6-6. Show that the ramps do not exceed the maximum of 30" rise. Show compliant landing areas. Show that all ramps will not exceed a running slope of 1:12. 2. Striping plan to include crosswalk area to adequately delineate the continuation of the accessible route across the driving area. 3. Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process. 4. See ADA Comment sheet for more.	Technical Review Division/Terrain Management/ADA Site	Dee Beingessner
1. Proposed pedestrian connection to Santa Fe River Trail will have to cross a drainage culvert and an engineering detail for this crossing should be included in the final plans.	Public Works	Leroy Pacheco
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 2009 Section 503.2.1). 2. 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. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1). 4. Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. 5. 507.5 Fire hydrant systems: Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, 507.5.1 where required: Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 6. Shall have water supply that meets fire flow requirements as per IFC (Appendix B). 7. Shall comply with Section D102.1: Access and Loading (75,000 lbs). 8. Shall comply with IFC 2009 Section D103.2 Grade: Fire apparatus access roads shall not exceed 10 percent in grade. 9. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. 10. Shall comply with Section D106 Multiple-Family Residential Developments.	Fire Prevention	Geronimo Griego

EXHIBIT B

EXHIBIT B1
Technical Corrections
Case #2021-4244 4245
2190 W. Alameda Street Los Canales Final Development Plan

11. Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.		

EXHIBIT B

EXHIBIT B

Development Review Team
Comment Form

Date: 10/7/21

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2021-4244 thru 4245 West Alameda Street Los Canales**

Case Mgr: Lee Logston

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 Drainage report issues – The report needs to summarize how much storage is required to meet the required reduction in flow to predevelopment levels. The narrative must also state where required storage volume will be provided. It sounds like there are many areas but they have not been detailed with locations and volumes.	Prior to recording plat
2 Show downspout locations on buildings and how water will be directed to ponding or landscaped areas.	
3 Label all ponding areas on Grading and Drainage sheets and show volumes detained/retained in each area. If landscaped areas are used for ponding volume requirements, label those volumes in each area.	
4 The energy dissipator will require minimum of 5' fencing to protect from anyone entering the deep water.	
5 Detail erosion protection at exit of energy dissipator	
6 Include detail of check dam	

Technical Corrections*:	Must be completed by:
1 ADA accessible route from the street does not appear to meet the required maximum running slope of the walking surfaces. Multi-family developments must comply with the maximum 1:20 running slope. ADA note on sheet 6-6 states the running slopes shall not exceed 5% without handrail, but no handrail locations are detailed in these plans. Detail all areas with running slopes greater than 5% and all handrail locations on sheet 6-6. Show that the ramps do not exceed the maximum of 30" rise. Show compliant landing areas. Show that all ramps will not exceed a running slope of 1:12.	Prior to recordation or permitting

2 Striping plan to include crosswalk area to adequately delineate the continuation of the accessible route across the driving area.	Prior to recordation or permitting
3 Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process	Prior to permitting
	Prior to permitting

*Must made prior to recording and/or permit issuance

ADA Approval Comments: Provide Design Professional Seal and signature with date signed on all drawing sheets. Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608). Sidewalks within the subdivision shall provide for a continuous accessible path of travel route(s). (Provide signage at closest intersection with accessible connection indicating "Accessible Route Ends Ahead" or "No Accessible Route" and provide detour at any temporary or permanent inaccessible routes.) Walking surfaces along the accessible path of travel route(s) shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Walking surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes. Accessible street crossing locations provided shall be compliant with NMDOT Pedestrian Access Route Details (Serial 608) and shall be approved by the City's Traffic Engineering Division prior to permit application. Please include documentation of this approval with the building permit submittal. Driveway and intersection crossings shall not exceed 2% cross slope, shall 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.	Prior to Recording

At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks. Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8. Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5) Off-Street parking a striped or metered on-street parking shall comply with: 2015 NM Accessible Parking Checklist 2010 ADA Standards - 208.2.3 Residential Facilities. Parking spaces provided to serve residential facilities shall comply with 208.2.3. 208.2.3.3 Parking for Guests, Employees, and Other Non-Residents. Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with Table 208.2. Provision for ADA parking, signage and sidewalk access at striped and/or metered on-street parking spaces is recommended and may be required for public infrastructure. See State Proposed PROWAG On-Street parking scoping requirements for details.	

Technical Corrections*: Must be completed by:

N/A	Prior to recording

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply:

General ADA Site Compliance Requirements for all phases of development of this project, as applicable

On-Site ADA Site Compliance Requirements as applicable:

IEBC Section 705, Accessibility: Businesses must comply with the provisions of the ADA Standards to the "maximum extent feasible" with a building alteration. The costs for the added ADA work is considered disproportionate if it is over 20% of the costs of the project. Improvements should be prioritized up to the 20% limit: entrance; route to the primary function area; at least one unisex ADA restroom or one restroom for each sex serving the area; drinking fountains serving the area; other.

Accessible path(s) of travel route shall be provided from the Public Right-of-Way and accessible parking aisle(s) to accessible building entrance(s) and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Ensure accessible route(s) from the Public Right-of-Way and accessible parking space aisle(s) to building entrance(s) are provided and maintained. Provide detectable warning surfaces at curb ramps and transitions to driveway crossings along the accessible paths of travel as applicable.

IBC 1104.1 Site arrival points: At least one (firm, stable, slip resistant) accessible route within the site shall be provided from: public transportation stops, accessible parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance served.

Accessibility feature design within the Site shall comply with NMDOT Pedestrian Access Route Details (Serial 608) or demonstrate compliance with applicable ADA regulations by other means as provided in the permitted Construction Documents.

All walk surfaces along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

All walk surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5’ diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30” vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.
Ramps within the site shall have 1:12 (8.33%) running slope and 1:48 (2%) cross slope max. With a max. rise of 30" and with 5' clear length landings where straight. Changes in direction shall comply with 304.3. Landing typical slope is 1.5% and shall not exceed 2% running and cross slope.

Curb Ramps shall have the required 5’ clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

Accessible parking spaces and access aisles shall not exceed 2% slope in any direction. 1%-1.5% is the preferred target slope.

ADA parking signage shall comply with the 2015 New Mexico Accessible Parking Checklist. Accessible Signage Detail - Signage with required language per the NM Accessible Parking Checklist is required at ALL ADA Parking spaces. Parking signage height shall be 84" above the floor of the parking space, measured to the bottom of the R7-8 sign in the Public right-of-way, accessible path of travel, pedestrian way or path of the means of egress. Locate Van Accessible Parking signs immediately below the reserved parking sign at wall mounted or other locations not in the pedestrian way. At Van Accessible signs located in the pedestrian way, the R7-8A Van Accessible sign shall be mounted at 84” to bottom of the sign. Wall mounted signs and signs not mounted in the public way shall be 60” (84" is preferred) minimum above the floor of the parking space, measured to the bottom of the sign.

ADA parking space and aisle striping shall comply with the 2015 NM Accessible Parking Checklist, Section 9 (NMBC-1111 Section 1.4 through 1.4.3). The ADA parking space access aisle shall be clearly marked by diagonal pavement striping. "NO PARKING" lettering shall be stenciled in 1 foot high min. and 2 inches wide min. strokes, and located at the drive end of the striped access aisle. The International Symbol of Accessibility (ISA) shall be stenciled at all parking spaces, centered on the space and aligned with the drive end of the parking space striping. All pavement striping and markings shall be stenciled with pavement paint; blue on concrete paving or white on asphalt paving.

Ensure ADA Accessible parking spaces are located in close physical proximity to any adjacent accessible entrances or accessible housing units (60% of all entrances shall be accessible on new construction), with the shortest path of travel available from the parking area to the unit(s) and accessible entrances. Ensure accessible routes from Accessible parking space aisle(s) to building entrance are provided/maintained.

Wheel stops are encouraged at all ADA accessible parking spaces to help ensure required clearance along the accessible path of travel is maintained.

Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5)

Bicycle parking spaces shall comply with the requirements set forth in SFCC Chapter 14, (Subsection 14-8.6(E) along with Appendix Exhibit D, bicycle rack standards and dimensions for size, clearance and location.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

Off-Site ADA Site Compliance Requirements as applicable:

Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608).

Driveway and intersection crossings shall not exceed 2% cross slope, shall have a level maneuvering space, shall have 1/4" max. vertical deflections, and 10% max. flare slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

All walk surface along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

Sidewalks and Walkways along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

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): (see following pages for notes required)

EXHIBIT B

Development Review Team

Comment Form

Date: 10/18/2021

Staff person: Geronimo Griego

Dept/Div: Fire Prevention

Case: 2021-4244 4245 2190 W Alameda Los Canales Development Plan

Case Mgr: Lee Logston

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:

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 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 comply with IFC 2015 Section D103.2 Grade: Fire apparatus access roads shall not exceed 10 percent in grade. 9. Shall comply with IFC 2015 Section D103.5: Fire apparatus access road gates. 10. Shall comply with Section D106: Multiple-Family Residential Developments. 11. 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

EXHIBIT B

Development Review Team

Comment Form

Date: 10/12/2021

Staff person: Robert Jorgensen

Dept/Div: Public Utilities/Water

Case: **Case #2021-4244 & 4245 Los Canales Rezoning and Development Plan**

Case Mgr: Lee Logston

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 An approved Water Plan from the Water Division will be required. Water Plan comments will be submitted to the design engineer.	Prior to final plat / rezoning approval.
2 Provide a 25' wide public sewer and waterline easement across southern portion of property. Utilize the existing sewer easement running parallel to the Santa Fe River and widen by 5 feet on south side.	Prior to final plat / rezoning approval.
3	
4	

Technical Corrections*:	Must be completed by:
1	
2	
3	
4	

*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. Existing FH #1964 is currently rated at 750 gpm fire flow as it is an unlooped 6 inch main. Relocation of FH #1964 to a looped 6" main (move FH to the north about 50 feet and reconnect to existing 6" main) will increase fire flow rating to 1500 gpm.

EXHIBIT B

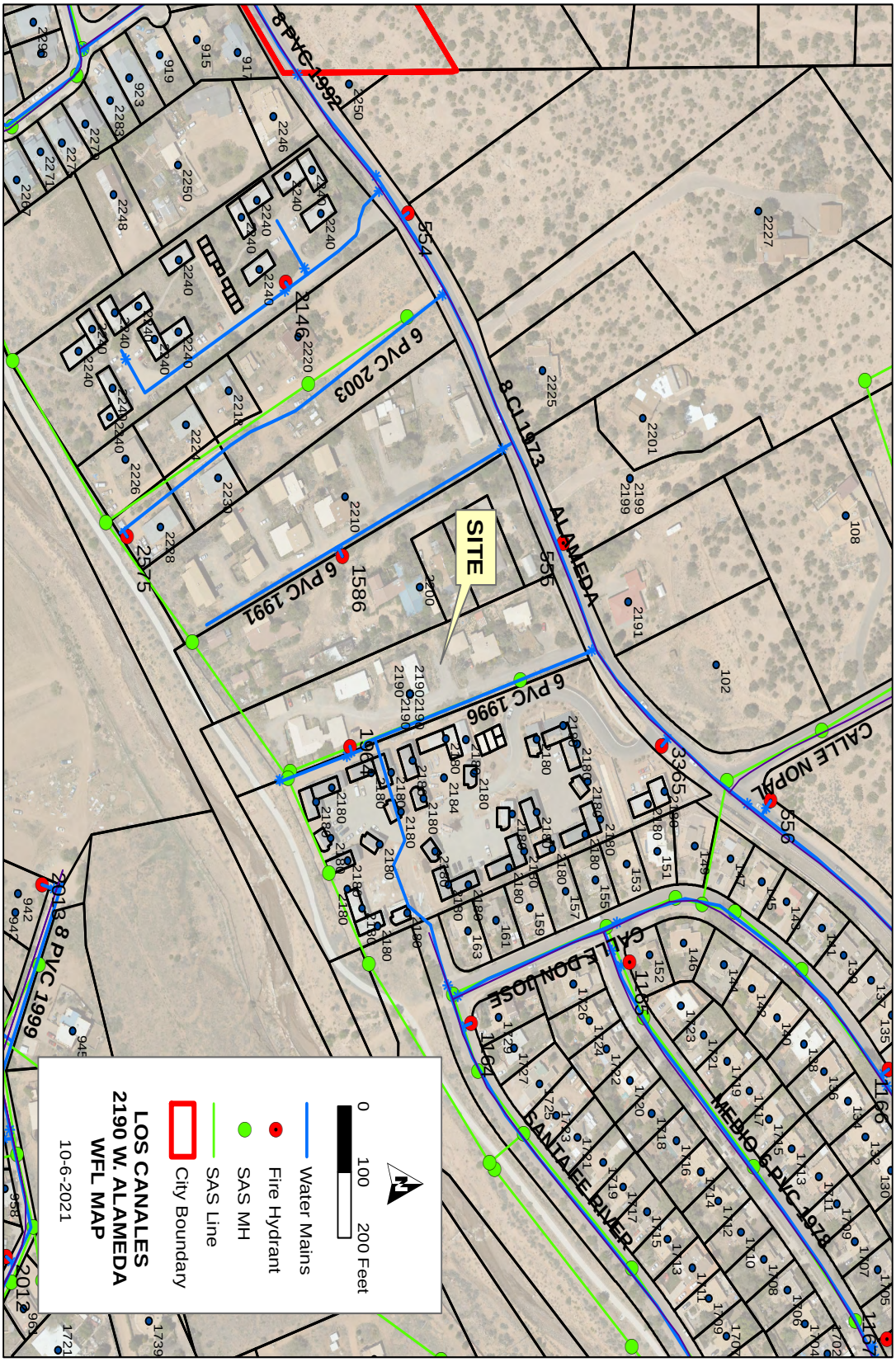

SITE
8 PVC 1992
6 PVC 2003
8 CL 1973
ALAMEDA
6 PVC 1991
6 PVC 1996
CALLE NOPAL
CALLE DON LOSE
SANTA FE RIVER
MEDIO 6 PVC 1978
8 PVC 1999
554
556
2575
1586
1964
3365
1165
1166
1167
2146
2012
0
100
200 Feet
Water Mains
Fire Hydrant
SAS MH
SAS Line
City Boundary
LOS CANALES
2190 W. ALAMEDA
WFL MAP
10-6-2021

EXHIBIT B

From: JORGENSEN, ROBERT N.
To: LOGSTON, LEE R.
Cc: JOHN P. DELMAR
Subject: Plaza Del Monte
Date: Thursday, October 14, 2021 1:21:50 PM
Attachments: Los Canales 2190 W Alameda WFL 10.06.2021.pdf
Plaza Del Monte WFL 10.06.2021.pdf

Lee,

Please see the Plaza Del Monte notes below and the attached location map (my DRT comments for Los Canales sent in separate email).

Please contact me or John Del Mar if any questions. Thanks.

Robert Jorgensen, PE
Engineer, Water Division
City of Santa Fe
(o) 505.955.4265
rnjorgensen@santafenm.gov

From: JORGENSEN, ROBERT N.
Sent: Thursday, October 7, 2021 12:50 PM
To: JOHN P. DELMAR <jpdelmar@santafenm.gov>
Subject: DRT Cases for Review at Friday Development Meeting

John,

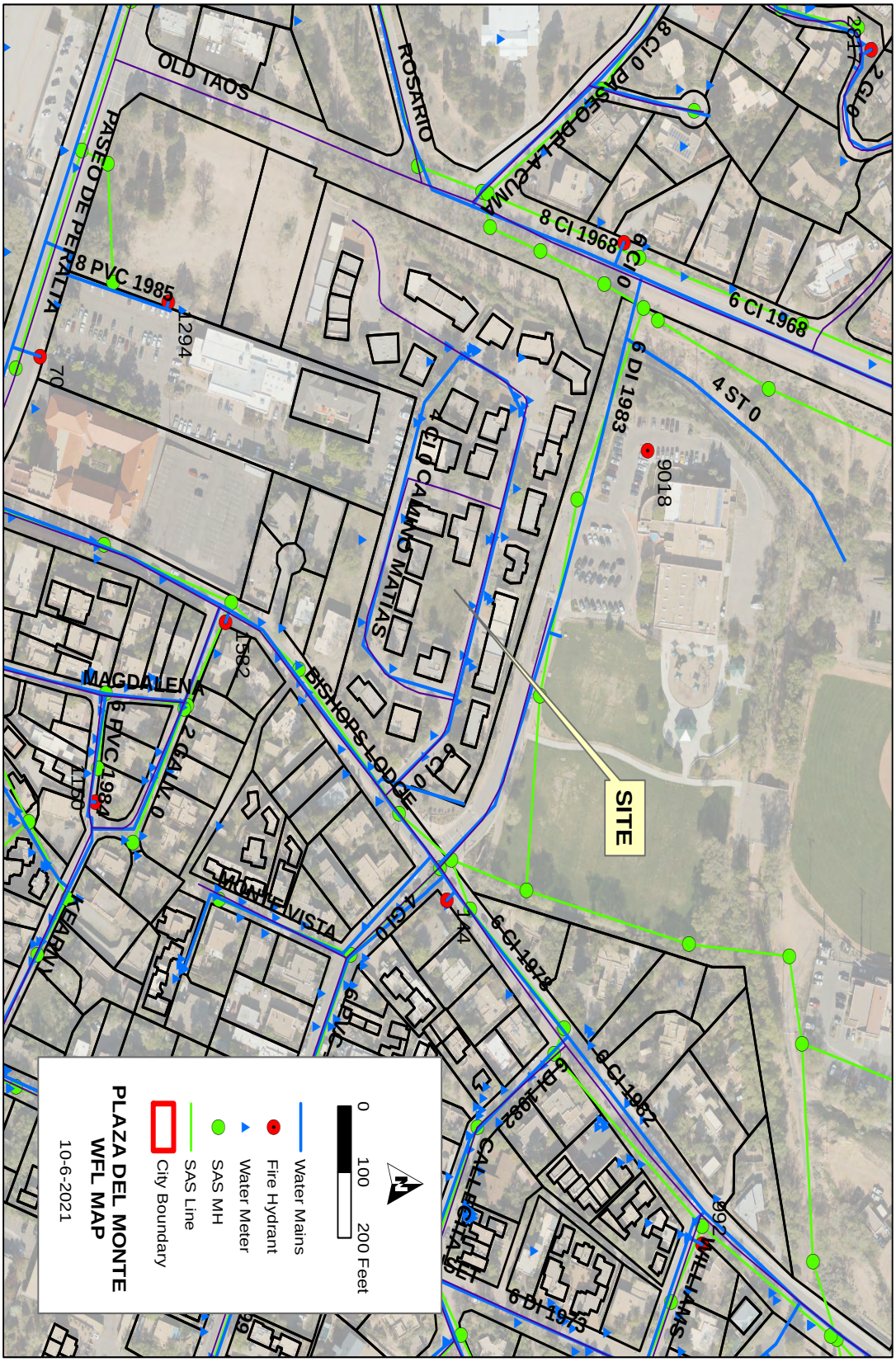
I have two DRT cases that I would like to go over in tomorrow's Development meeting.

Los Canales – 2190 W. Alameda Case 2021 – 4244 & 4245
This is a Homewise project that has an existing 6" main along easterly property boundary.
Issue: Extend main along southerly boundary for future looping of developments to west.

Plaza Del Monte – Case 2021-4246 & 4247
This development is a conversion from a Presbyterian owned tract with multiple housing units to a subdivision. The subdivision has City water mains and meters through most of site. Mains are in poor shape and Bill Huey is currently working on a rehab.
Issue: Water lines are undersized for fire protection. Coordination with SFFD is required for location additional FH's. A second feed point (e.g. tie to main in Fort Marcy) should be considered. As a condition subdivision approval, I bellieve that the developer be required to provide or share in upgrading water facilities as needed.

Robert Jorgensen, PE
Engineer, Water Division
City of Santa Fe

EXHIBIT B


SITE
OLD TAOS
ROSARIO
PASEO DE PERALTA
8 PVC 1985
8 Cl 1968
6 Cl 1968
6 Di 1983
4 ST 0
9018
1294
70
CALLE CATALINA MATIAS
1582
MAGDALENA
6 PVC 1984
2 CALLE 0
BISHOPS LODGE
MONTE VISTA
KEARNY
744
6 Cl 1974
6 Cl 1962
6 Di 1982
CALLE CHAVEZ
892
6 Di 1973
0
100
200 Feet
Water Mains
Fire Hydrant
Water Meter
SAS MH
SAS Line
City Boundary
PLAZA DEL MONTE
WFL MAP
10-6-2021

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 West Alameda Street Rezoning and Development Plan
Planning Commission
November 4, 2021

Exhibit C

Maps and Photos

1. **Future Land Use**
2. **Current Zoning**
3. **Aerial Photo**
4. **Street Views**

Exhibit C1: Future Land Use Map

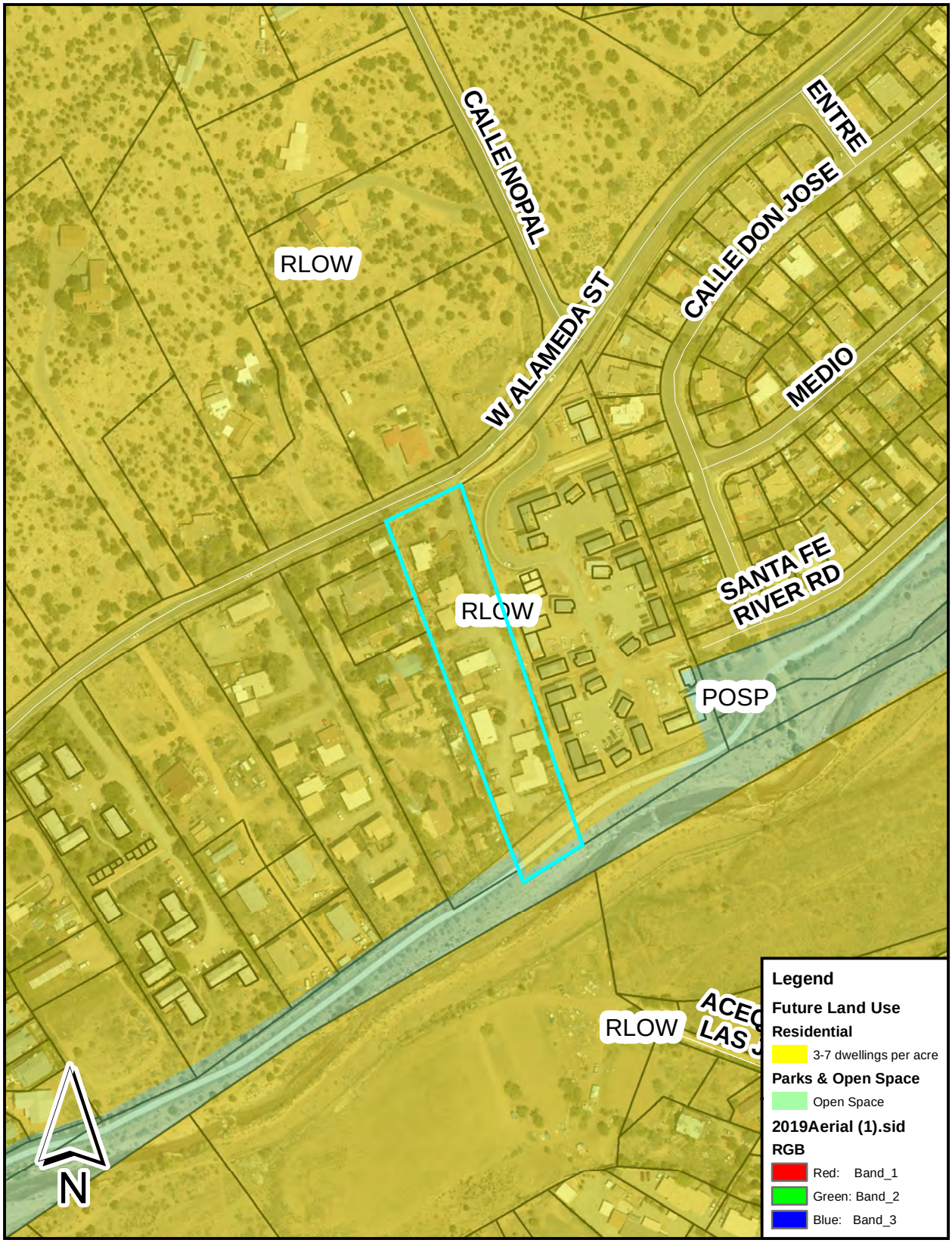


Exhibit C2: Current Zoning Map



Exhibit C3: Aerial View

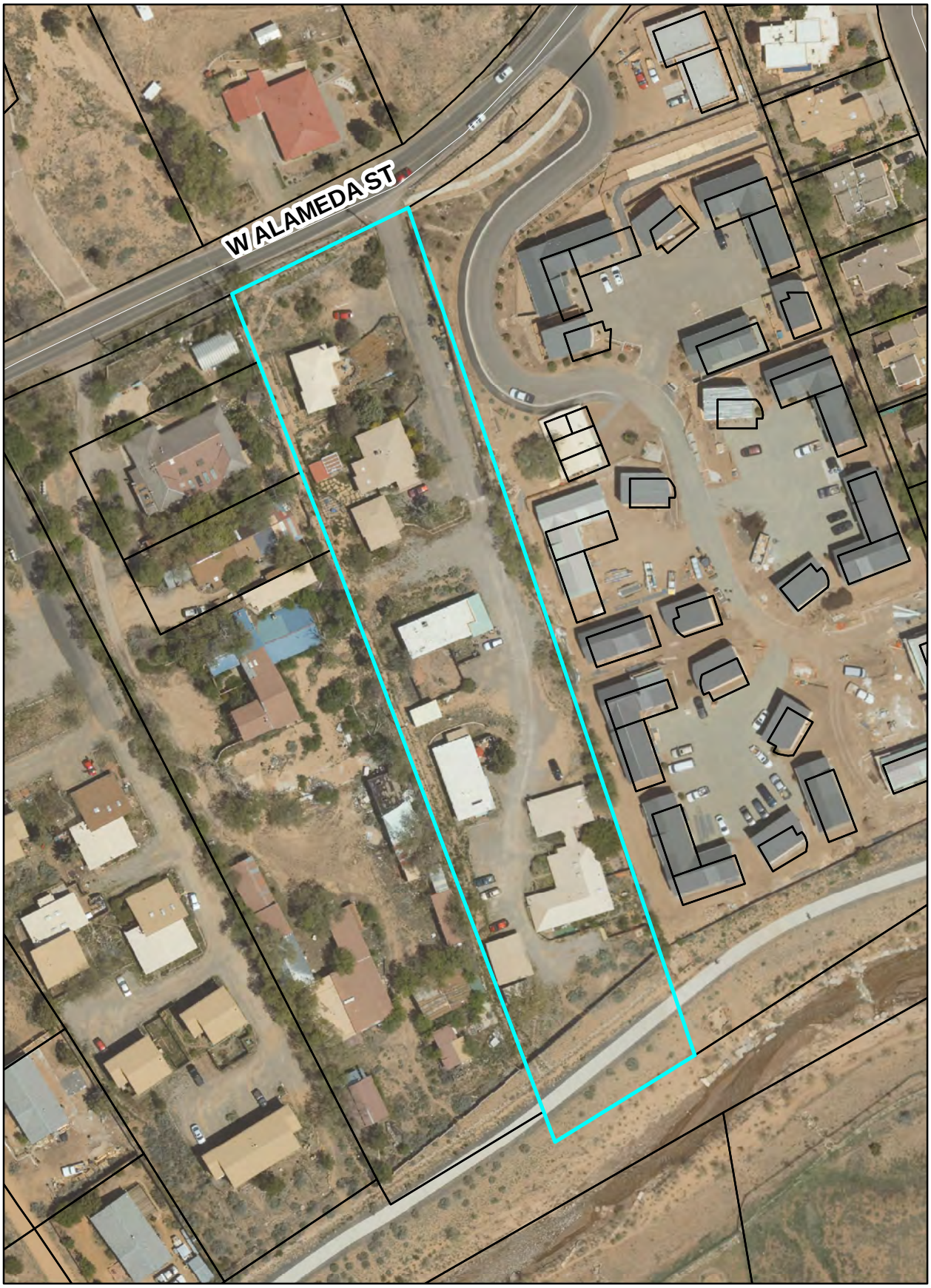


Exhibit C4: Google Views

Entrance at West Alameda Street



Proposed location of Unit 1. Setback to existing home is approximately 53’ from street.



City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit D

Applicant Materials

1. **Project Report**
2. **Santa Fe Homes Proposal**
3. **Pages from West Santa Fe River Corridor Plan**
4. **Proposed Development Plan**

EXHIBIT B

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

September 20, 2021
(revised October 2021)

Lee Logston, Senior Planner
City of Santa Fe Current Planning Division
200 Lincoln Ave.
Santa Fe, NM 87501

RE: Letter of Application
Los Canales Rezoning and Development Plan

Dear Lee:

This letter is respectfully submitted on behalf of Homewise, Inc. (the "Applicant") in application for a Rezoning from R-5 (Residential, 5 dwellings per acre) to R-7 (Residential, 7 dwellings per acre) and an associated Development Plan for a 2.01-acre parcel at 2190 West Alameda Street, for consideration by the Planning Commission at their meeting of November 4, 2021.

Project Description

The ±2.01-acre subject property is located on the south side of West Alameda Street west of Calle Nopal and adjacent to the Santa Fe River Greenway Trail to the south. The property is zoned R-5 and is located in the West Santa Fe River Corridor Overlay District. Existing structures include 3 detached homes, 1 duplex, and 1 fourplex for a total of nine dwelling units, in addition to sheds and other accessory structures. The Applicant proposes to rezone the property to R-7, which requires the concurrent submittal of a Development Plan. The proposed Development Plan includes the construction of 2 new buildings to house 5 new dwellings, for a total of 14 dwelling units. A condominium regime will be established to provide homeownership opportunities. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable homes in compliance with the Santa Fe Homes Program requirements, and a private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

Zoning Compliance

The site is presently zoned R-5, and the proposed zoning is R-7. The purpose of R-7 zoning, per SFCC § 14-2.2(E), is to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability. The intent of this proposed rezoning aligns well with the purpose of the R-7 residential zone. The

total proposed lot coverage for the development is 17.3% (total roofed area = 15,166 sq.ft.), well below the allowable 40%

Per Table 14-7.2-1, setbacks in the R-7 district are established by a Development Plan and otherwise default to the setbacks specified for R-1 to R-6. The proposed Development Plan for the site establishes the following setbacks for the property:

Alameda Street Setback:	50 feet
Private Drive Setback:	2 feet for existing structures / 5 feet for new structures
Rear Yard Setback:	10 feet

The subject property is also situated within the West Santa Fe River Corridor Overlay District. In compliance with the Overlay standards for developments with a density of 5 dwellings per acre or greater, 14.7% of the land area of the subject property (12,941 sq.ft) has been reserved as Common Open Space on the proposed Development Plan.

Rezoning Approval Criteria

The rezoning approval criteria outlined in SFCC §14-3.5(C) and (D) are addressed below:

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

(a) *One or more of the following conditions exist:*

(i) *there was a mistake in the original zoning.*

N/A

(ii) *there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning.*

N/A

(iii) *a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans.*

Applicant Response: The project is located within the Rio Vista Sub-Area of the West Santa Fe River Corridor Overlay Zoning District, as described in the West Santa Fe River Corridor Plan (adopted, December 2017). The Plan describes this Sub-Area as being a transitional area between more compact urban densities to the east and more open rural densities to the west. In addition, due to the availability of City water and sewer infrastructure in this area, the Plan recommends R-5 and R-7

zoning densities. The proposed rezoning of the property from R-5 to R-7 is consistent with the types of future development contemplated and encouraged in this area of the Overlay District and is more advantageous to the community because it allows for the efficient use of public infrastructure, an increase in much-needed housing supply, and the creation of new affordable housing. Furthermore, as previously stated, the intent of the proposed rezoning aligns well with the purpose of the R-7 district, per SFCC § 14-2.2(E), which is to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability.

(b) *all the rezoning requirements of Chapter 14 have been met.*

Applicant Response: All rezoning requirements of Chapter 14 have been met.

(c) *the rezoning is consistent with the applicable policies of the general plan, including the future land use map.*

Applicant Response: The proposed rezoning and redevelopment program supports General Plan themes of Affordable Housing, Sustainable Growth, and Character, respecting the evolution of land use patterns while preserving community character, efficiently utilizing infrastructure through infill development, and responding to Santa Fe's substantial housing demand. The proposal is also consistent with General Plan principles calling for the Protection of Natural Resources, Network of Open Space, Respect for Traditional Communities, and Corridor Protection between Urban and Rural Uses. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.

(d) *the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.*

Applicant Response: General Plan Figure 4-4, Urban Sub-Areas, designates the subject property and surrounding area as an "Infill Area." The Growth Management Chapter of the General Plan specifically calls for prioritization of infill development in Santa Fe in order to maximize the efficient use of public infrastructure, while meeting the demand for urban land for development and directing new growth towards the historic core of the city rather than on the undeveloped fringes. The proposed infill project is in alignment with these strategic directives.

(e) *the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.*

Applicant Response: The subject parcel is currently served by existing roadways and public water and sewer infrastructure. In addition, the site is adjacent to the Santa Fe

River Greenway Trail, providing access to the City's network of urban trails and open space. The addition of five new dwellings on the property will have minimal impacts on the existing infrastructure, and proposed site improvements will compliment and enhance the adjacent public facilities.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or N/A

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Applicant Response: The proposed project aligns well with numerous General Plan policies and principles, as addressed above. Further, it is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.

SFCC §14-3.5 (D): Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

Applicant Response: The impacts of the proposed rezoning and development of 5 new dwellings will be minimal and easily accommodated by existing infrastructure and public facilities.

(2) If the proposed rezoning creates a need for additional streets , sidewalks or curbs necessitated by and attributable to the new development , the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Applicant Response: No new streets will be needed as a result of the rezoning, and a new sidewalk will be constructed along West Alameda Street.

Development Plan Approval Criteria

The Development Plan approval criteria outlined in §14-3.8(D)(1) are addressed below:

a) that the land use board is empowered to approve the plan under the section of Chapter 14 described in the application

Applicant Response: The Planning Commission has the authority to approve the Development Plan in accordance with §14-2.3(C)(1).

b) that approving the development plan does not adversely affect the public interest

Applicant Response: The proposed Development Plan does not adversely impact the public interest, but rather the project will benefit the public by increasing the supply of much-needed housing, increasing housing affordability in the area, enhancing pedestrian connectivity by extending the sidewalk along the south side of West Alameda Street and by providing a direct connection for residents to the Santa Fe River Greenway Trail, and by improving storm water management by constructing extensive upgrades to the drainage easement along the west property boundary. Furthermore, the proposed project enhances existing conditions, preserves neighborhood character, and creates homeownership opportunities for current tenants and new residents.

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.

Applicant Response: The proposed residential uses and density are compatible with adjacent uses and densities. The River Trail Lofts to the east at 2180 W. Alameda Street is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. As stated above, the project is located within the Rio Vista Sub-Area of the West Santa Fe River Corridor Overlay Zoning District. This Sub-Area is intended as a transitional area between more compact urban densities to the east and more open rural densities to the west. In addition, because of the presence of City water and sewer infrastructure in this area, R-5 and R-7 zoning and associated development densities are recommended for this area. The proposed development plan for the property and rezoning from R-5 to R-7 are consistent with the types of future development contemplated and encouraged in this area of the Overlay District.

Santa Fe Homes Program

In accordance with the current provisions of the Santa Fe Homes Program ("SFHP"), the Project will provide three affordable homes (20%) – one unit in each income range: 50-65% AMI, 66-80% AMI, 81-100% AMI. Additionally, Homewise has received a private donation to support increased housing affordability for the project, which is projected to benefit 50% of the 14 units at affordable pricing for Santa Fe.

The project will utilize the 15% density bonus for the provision of affordable housing in compliance with the SFHP, and the calculation is as follows:

Gross Lot Area =	2.01 acres
Floodway Area =	0.21 acres (9,381 sq.ft.)
Net Lot Area =	1.79 acres
Base Density =	1.79 acres x 7 DU/acre = 12.53 DU
Proposed Density =	Base Density + 15% SFHP Density Bonus = 14 DU

Please refer to the attached SFHP Proposal for more information.

Access and Traffic

The Project is presently accessed via a private driveway off of West Alameda Street, and this access will not change with the proposed redevelopment of the site. Because the majority of the dwelling units in the project already exist, no Traffic Impact Analysis was requested by staff.

Improvements on West Alameda Street include 5-ft concrete sidewalks interior to the existing guardrail. Driveway improvements are proposed, including re-grading and re-surfacing the private access drive, as well as retaining walls to reduce the existing steep grade at the northern end of the driveway. In addition, 5-ft sidewalks will be constructed along one side of the private drive, and 30 formalized parking spaces will be provided (exceeds the requisite 2 per dwelling unit). A shared access and utility easement will be created along the private drive, and all roadway maintenance will be the responsibility of a new condominium owner's association. Additionally, a pedestrian connection will be made to the adjacent Santa Fe River Greenway Trail in order to enhance access to the City's network of trails and open space.

Terrain Management

All terrain management regulations will be met. The limits of the 100-year floodplain associated with the Santa Fe River fall outside of the existing and proposed development along the southern portion of the property, and flood hazards will not be increased by the proposed development. The drainage easement that runs along the western boundary of the property will be improved such that it will function properly to convey storm water and reduce velocity. The 10-ft wide drainage easement will be reconstructed and rock-lined. A retaining wall will be constructed along its western edge at the property boundary, and check dams will be installed along the easement to slow the flow of water and allow for infiltration. In addition, an existing detention pond at the end of the drainage swale, near the southwest corner of the property, will be utilized and slightly expanded. This detention pond will capture increased runoff that will result from new impervious area and will further slow storm water that is conveyed by the swale such that any water that overflows to the Santa Fe River will not exceed historic flows.

The site generally slopes from north to south, with steep grades from West Alameda Street down to the buildable area of the site. The private driveway off West Alameda will be rebuilt, and retaining walls installed in order to create reasonable driveway, parking, and sidewalk grades. Passive water harvesting will be employed in open areas around buildings, and preservation of

existing mature vegetation will be prioritized. See Terrain Management Report and Grading and Drainage Plan for more detail.

Parking, Landscaping & Lighting

Per SFCC Table 14-8.6-1, two parking spaces are required per residential unit. The total required parking for the proposed 14-unit development is 28 spaces, and 30 spaces are provided.

No new landscaping or site lighting is proposed, as preservation of neighborhood character and existing mature and native vegetation is a top priority.

Water and Wastewater

The Project will be served with existing City water and sewer infrastructure. Five new dwellings are proposed with the Application, and these will create new water demand as follows:

New Indoor Residential Water Demand = 0.16 AFY/DU x 5 DU = 0.8 AFY

Water demand offset fees will be paid upon issuance of building permits for the five proposed dwellings.

Solid Waste

The proposed subdivision will continue to be served by the City of Santa Fe Solid Waste Management Division.

Archaeology

The Project is located in the River and Trails Archaeological District. An archaeological survey was conducted, and an Archaeological Clearance Permit has been issued by the City of Santa Fe Archaeological Review Committee (ARC). See the attached ARC Action Letter for reference.

Fire Protection and Emergency Access

Emergency access requirements are satisfied by the provision of a 20-ft wide driveway and hammerhead turnaround. A fire hydrant is located on the property, and there are additional hydrants in close proximity on West Alameda Street.

Early Neighborhood Notification

An Early Neighborhood Notification meeting was held on July 22, 2021. Five current residents were in attendance, and Homewise staff have continued to meet with and reach out to these attendees and other residents to address questions and concerns. Discussion has included strategies to improve resident collaboration in the entitlement and development process, storm water management concerns, driveway improvements and new parking areas, storage needs,

timeline for construction, and ideas for minimizing resident impacts, particularly in regards to home renovations

In support of these requests, the following documentation is submitted herewith for your review and consideration:

1a. Rezoning Application
1b. Development Plan Application
2. Letter of Owner Authorization
3. Lot of Record Deed and Plat
4. SFHP Proposal
5. Terrain Management Report
6. Archaeological Review Committee Action Letter
7. ENN Notes
8. Development Plan Set

The Application Fees are calculated as follows:

Rezoning	$1,000.00
Development Plan	$7,000.00 (Construction Valuation = $1M)
Posters	$ 0.00 (will re-use ENN poster)
TOTAL:	$8,000.00

Please let us know if you have any questions or need additional information.

Thank you for your consideration.

Sincerely,



Jennifer Jenkins
JenkinsGavin, Inc.

EXHIBIT B

City of Santa Fe
SANTA FE HOMES PROGRAM
P R O P O S A L
"Los Canales"
2190 West Alameda Street
Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this 17 day of September 2021 by ***Homewise, Inc.*** ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of ***Los Canales*** hereinafter referred to as the "Property".

B. SFHP Developer desires to ***rezone and develop*** the Property.

C. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST. SFHP Developer seeks ***rezoning and development plan*** approval.

B. SFHP PLAN. The project has an area of approximately **2.01** acres, proposed zoning is **R-7,** permitting 7 dwelling units per acre. SFHP Developer proposes to build **5 new dwelling units** in addition to the 9 existing dwelling units on site, for a **total of 14 dwelling units**. Developer agrees to comply with the Santa Fe Homes Program ordinance. SFHP which requires that 20% of these homes are affordably-priced, resulting in **3 affordable homes.** The SFHP Plan shall include the number of bedrooms and bathrooms, the minimum square footage and the minimum household size, the income range to be served

and the current SFHP Home price for each SFHP Home as set forth in Section 8.2 of the SFHP Administrative Procedures. If the development is constructed in phases, a SFHP Plan for each phase shall be reviewed and approved by the City and recorded at the County Clerk's office prior to issuance of a building permit by the City for that phase.

C. SUCCESSORS IN TITLE. SFHP Developer proposes to develop the Property consistent with this SFHP Proposal. In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be required to execute a SFHP Agreement consistent with this Proposal prior to obtaining any City approvals.

D. MONITORING. SFHP Developer proposes to provide such information and documentation as the City may reasonably require in order to ensure that the actual sales were in compliance with the SFHP Agreement.

E. DEVELOPMENT INCENTIVES. SFHP Developer **does not** request a **density** bonus (15%). However, the SFHP Developer does request fee waivers and reduced fees for the affordable units as per SFCC 14.8.11(G)(2), including: Impact Fees, Wastewater UECs and Building, Electrical, Plumbing & Mechanical Permit Fees. Water UECs (not including the construction costs associated with installation) are REDUCED.

E. REVISIONS, MODIFICATIONS AND SUPPLEMENTATION OF THIS PROPOSAL. In the event that the SFHP Developer or the City make material modifications, including modifications to the number of lots or units or the area covered by the Proposal, a revised SFHP Proposal shall be promptly submitted to the Office of Affordable Housing in order to provide a SFHP Proposal that is current and reflects the intended development.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

_____
{Signature}

Daniel J Slavin Director RED
{Print Name & Title of Developer.}

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 17th day of September 2021, by Daniel Slavin .the {title} Director of RED of {entity} Homewise

OFFICIAL SEAL
Norma L. Campos
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: July 9th 2024
NOTARY PUBLIC

My Commission Expires:

July 9th 2024

REVIEWED BY:

_____ _____
OFFICE OF AFFORDABLE HOUSING DATE
Alexandra Ladd, Director

Attach: Exhibit 1 - Development layout (proposed)
Exhibit 2 - Pricing Schedule

EXHIBIT 1

Site Plan

EXHIBIT 2

SANTA FE HOMES PROGRAM
SFHP PLAN AND HOME SALES PRICING SCHEDULE
Effective April 2021*

Income Range	*One Bedroom* *1-2 person HH* *(850 sq ft min)*	*Two Bedrooms* *1-2 person HH* *(1,000 sq ft min)*	*Three Bedrooms* *3-4 person HH* *(1,150 sq ft min)*
2 (50-65%AMI)	Max. Price $128,500	Max. Price $146,750	Max. Price $165,250
3 (65-80%AMI)	Max. Price $167,000	Max. Price $190,750	Max. Price $214,750
4 (80-100%AMI)	Max. Price $205,500	Max. Price $235,000	Max. Price $264,250

Prices reflect April 2020 HUD Area Median Incomes for Santa Fe. Refer to Section 26-1.16 (B) and the SFHP Administrative Procedures. For specific requirements contact The Office of Affordable Housing.

AFFORDABILITY CALCULATION
Single Family Building Lots

The project has an area of approximately 2.01 acres, is rezoned to R-7, permitting 7 dwellings per acre. The required number of SFHP units is 20% of the total units, 5% each in Income Ranges 2 and 4 and 10% in Income Range 2. The project proposes to build 5 new residences in addition to the 9 existing dwellings, for a **total of 14 dwelling units**.

CALCULATION for the SFHP requirement:

= Total number of units multiplied by (0.2) = # of Units Required
= **14** total units x 0.2 = **2.8 SFHP unit**(s) are required
= **3 lots/units** delivered

NOTE: The home prices and fractional fee schedule are modified by the City according to Section 8.7.3 of the SFHP Administrative Procedures to reflect annual changes in the median income levels. The SFHP Home prices shown in this SFHP Agreement are the prices in effect at the time this Agreement is made. The current SFHP prices that are in effect at the time the SFHP Home is made available for sale or the fractional fees are paid, determines the actual SFHP Home Price and/or amount of fractional fee. The prices are updated annually.

Rio Vista Area

Land Use Issues/Approach – The Rio Vista Area is primarily developed with city subdivisions of 5 to 7 units per acre using city water and wastewater systems. East of Calle Nopal, West Alameda Street is a semi-urban section of roadway containing sidewalk, curb & gutter, drainage and street lighting on the south side only, while remaining a generally rural section on the north side of the roadway. West Alameda Street, in the Rio Vista Area, should be part of an overall design study and improvement plan, though fewer improvements may be needed east of Calle Nopal. While the current development pattern has transitioned to city subdivisions, such as the Rio Vista subdivision, some residential infill continues (i.e. 5-7 units per acre) with the recent approval of the River Lofts development.

1. **Recommended Future Land Use:** ***Residential, 3-7 Dwellings per Acre*** *(No change recommended)*
2. **Recommended Zoning:** ***Residential, R5 and R7*** *(No change recommended)*
3. **West Alameda Street Design and Improvement Plan:**
   The City should prepare a Design and Improvement Plan for West Alameda Street along the Rio Vista Area to La Joya Road. Most of the improvements in this area may be needed along the north side of West Alameda Street, where topography allows improvements.
4. **Development Plan Requirements:** (Also see "Overlay" standards section)
   A. **West Alameda Street Frontage Requirements:**
      1. **Development Plans –** *Minimum of 250 feet of frontage width along West Alameda Street to be considered for subdivision approval using city water and wastewater systems.*
      2. **West Alameda Street Improvements** – *Landowner/Developer must work with the city's Public Works Department to determine probable future right-of-way needs in relation to the specific property and show necessary development setbacks from West Alameda Street.*
      3. **Pedestrian/Bicycle Accommodations** – *A multi-use trail or sidewalk should be required along the entire width of the development's street frontage along West Alameda Street.*
      4. **Proposed/Improved Streets** – *Proposed streets, or those that were previously private access lanes, must meet city road standards, including possible transfer of streets to the city as public rights-of-way; all proposed streets within the development boundary must be approved by the city traffic engineer.*

   B. **Water & Wastewater** – *Subdivision development/redevelopment plans requesting densities greater than one-acre lots must be served by city water and wastewater systems and all domestic wells on the property(s) that are part of the development application must be transferred to the city for abandonment.*

   C. **Underground Electric Utilities** – *Future development in this area should place electric utilities underground.*

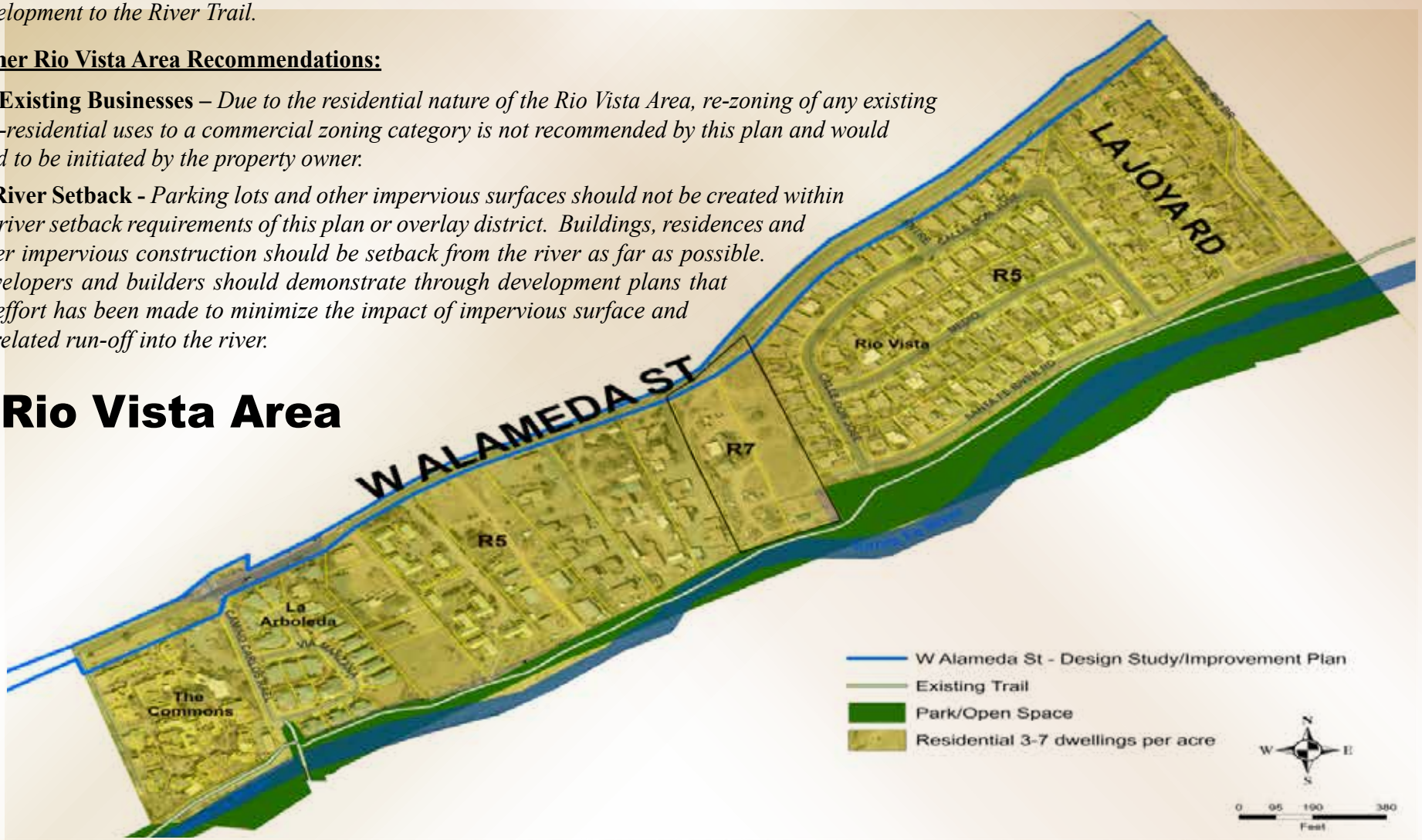
D. Historical Surveys/Archaeology Reconnaissance – *The Rio Vista Area is within the city's "River and Trails Archaeological Review District" and clearance permits are required of all developments over two (2) acres in size where previous archaeological reconnaissance, excavation or other treatment has not already been completed. The existence of archaeology in the vicinity requires investigation for all proposed developments and subdivisions. A survey of the history of existing structures is required of all development applications.*

E. Trail/Public Access Easements Required – *All proposed developments should make provision for an access easement from the proposed development to the River Trail.*

5. <u>Other Rio Vista Area Recommendations:</u>

A. Existing Businesses – *Due to the residential nature of the Rio Vista Area, re-zoning of any existing non-residential uses to a commercial zoning category is not recommended by this plan and would need to be initiated by the property owner.*

B. River Setback - *Parking lots and other impervious surfaces should not be created within the river setback requirements of this plan or overlay district. Buildings, residences and other impervious construction should be setback from the river as far as possible. Developers and builders should demonstrate through development plans that an effort has been made to minimize the impact of impervious surface and its related run-off into the river.*



REZONING AND DEVELOPMENT PLAN

SUBMITTAL FOR

LOS CANALES

SANTA FE, NEW MEXICO

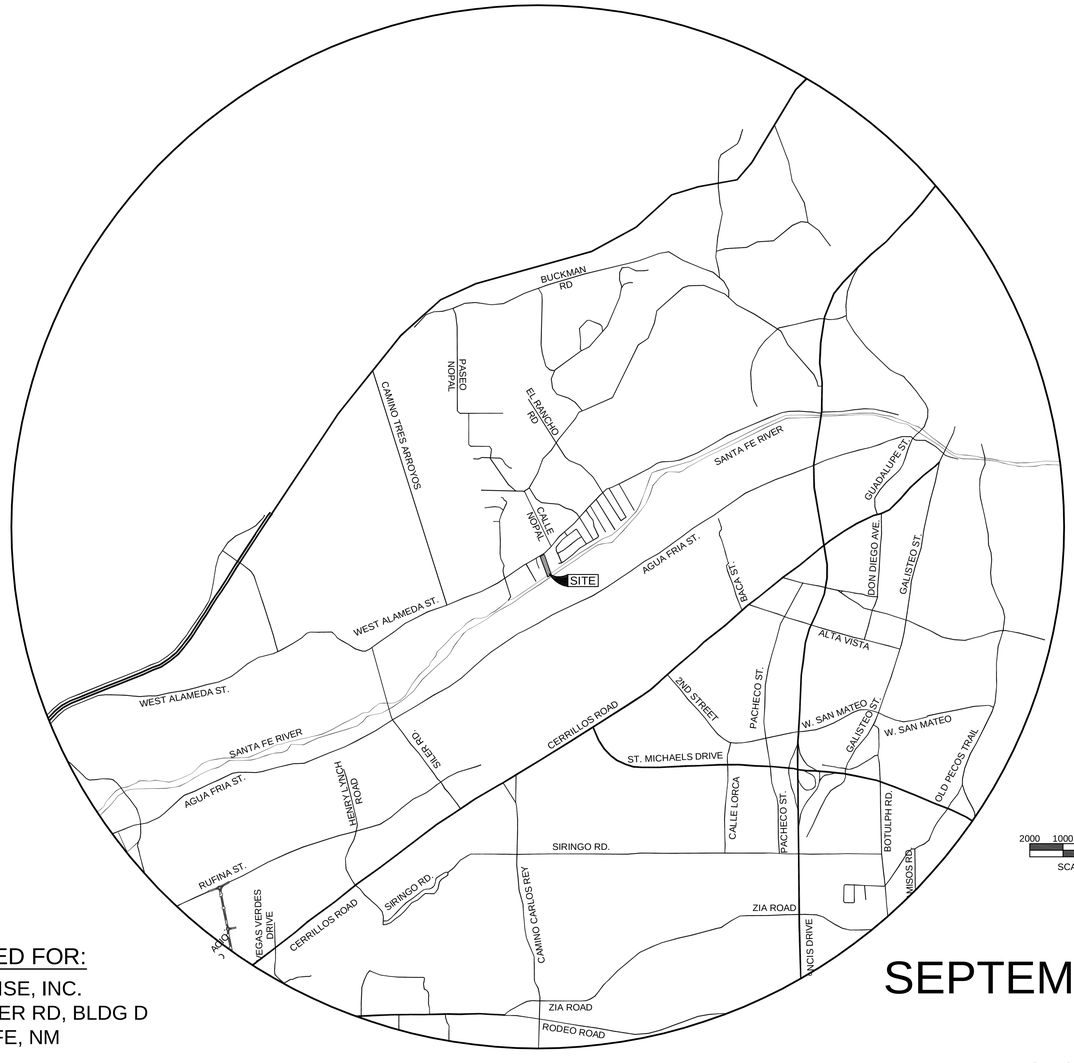


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BUILDING PERMIT No's: (GRADING)_____ (LANDSCAPE/UTILITIES)_____

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 THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND BASED UPON INFORMATION PROVIDED BY OTHERS, I ACCEPT THE RECORD DATA AS BEING ACCURATE AND APPLICABLE OR EQUAL.

_____
MICHAEL D. GOMEZ, N.M.P.E. NO. 8731
SANTA FE ENGINEERING CONSULTANTS, LLC.

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
110 WAGON TRAIL RD. CERRILLOS, NM. 87010
(505) 470-0037

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 1-1

PREPARED FOR:

HOMEWISE, INC.
1301 SILER RD, BLDG D
SANTA FE, NM
87507

SEPTEMBER 2021

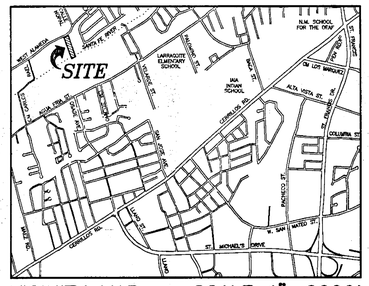
REVISED OCTOBER, 2021

CITY OF SANTA FE, NEW MEXICO

SECTION 27, TOWNSHIP 17N, RANGE 9E

CASE #_____

317017



VICINITY MAP SCALE 1"=2000'

DEDICATION / AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) HAS CAUSED TO BE REPLATTED THE LANDS SHOWN HEREON, LYING AND BEING SITUATE WITHIN THE CITY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S). THESE LANDS LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, NEW MEXICO. MAINTENANCE OF THE ACCESS EASEMENTS AS SHOWN HEREON IS TO BE THE RESPONSIBILITY OF THE LAND OWNER(S). AN EASEMENT IS HEREBY GRANTED FOR ALL EXISTING UTILITIES.

Margaret W. Terrell 9/20/95
MARGARET W. TERRELL DATE

STATE OF NEW MEXICO }
COUNTY OF SANTA FE }

OFFICIAL SEAL
JEFF D. GAWRONSKI
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 5-16-96

ON THIS 20 DAY OF Sept., 1995, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THE PERSON(S) WHOSE NAME(S) APPEAR ABOVE.

Jeff Gawronski 5.16.96
NOTARY PUBLIC COMMISSION EXPIRES

CITY OF SANTA FE REVIEW

9/25/95
DEVELOPMENT REVIEW SUBDIVISION ENGINEER DATE

N/A
PUBLIC WORKS ENGINEER DATE

Cecily Smith 9/22/95
CITY PLANNER DATE

NOTES AND CONDITIONS

1) THE LIMITS OF THE 100-YEAR FLOOD ZONE SHOWN HEREON ARE TAKEN FROM PLANS TITLED "TERRELL PROPERTY SEWER AND WATER LINE," PAGE 2 OF 3, BY WALTER L. WILLIAMS, N.M.P.E. No. 9080, DATED AUGUST 23, 1995.

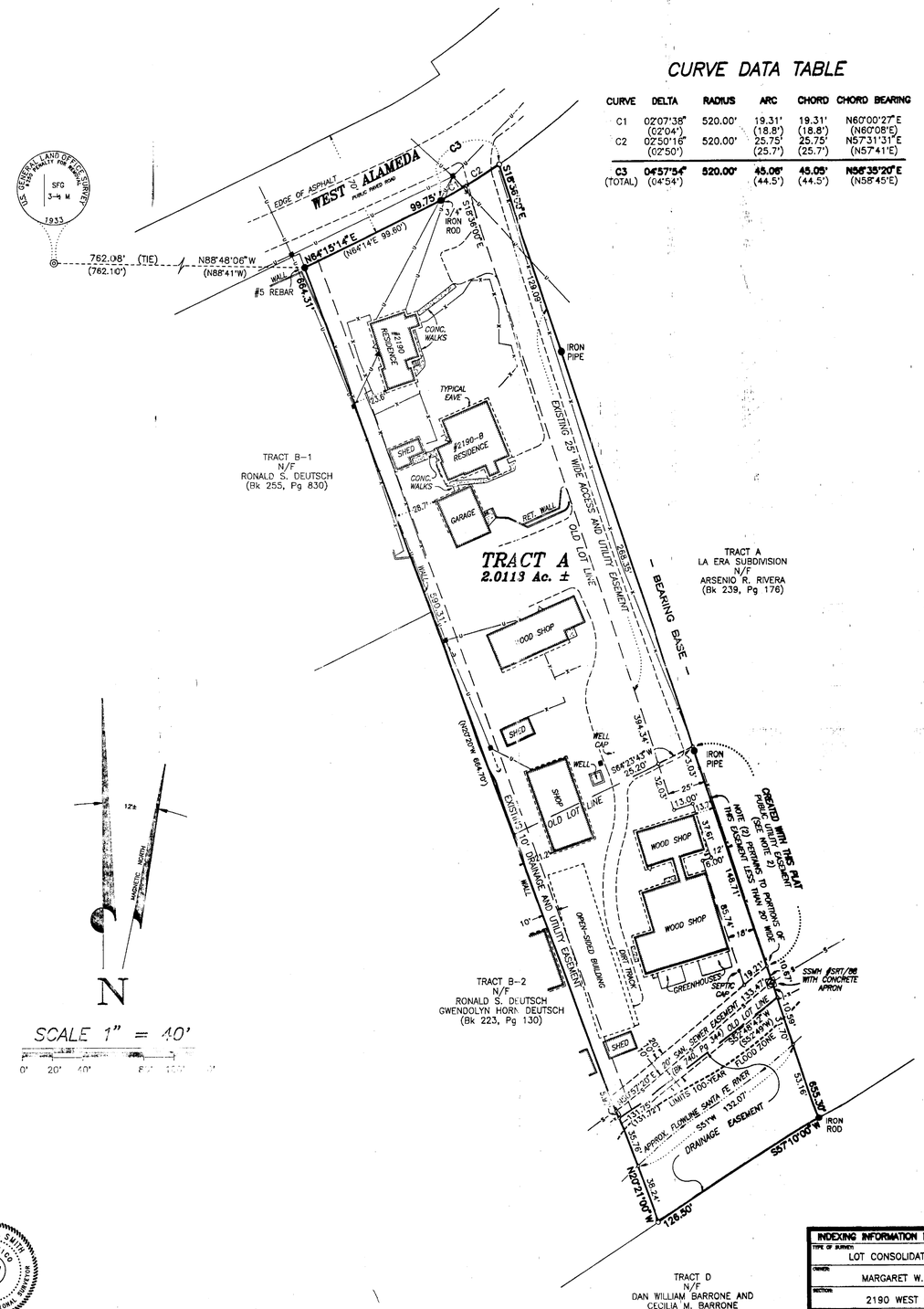
2) CITY OF SANTA FE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH MAY OCCUR WHEN ACCESSING CITY'S SANITARY SEWERLINE FOR MAINTAINANCE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL, AND THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS. FIELD WORK PERFORMED ON 27 JUNE 1995.

Richard E. Smith 9/20/95
RICHARD E. SMITH, N.M.P.S. No. 5837, DATE

RICHARD E. SMITH NEW MEXICO 5837 REGISTERED PROFESSIONAL SURVEYOR



SCALE 1" = 40'

0' 20' 40'

CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	02°07'38" (02°04')	520.00'	19.31' (18.8')	19.31' (18.8')	N60°00'27"E (N60°08'E)
C2	02°50'16" (02°50')	520.00'	25.75' (25.7')	25.75' (25.7')	N57°31'31"E (N57°41'E)
C3 (TOTAL)	04°57'54" (04°54')	520.00'	45.06' (44.5')	45.05' (44.5')	N58°35'20"E (N58°45'E)

LEGEND / PLAT REFERENCE

BEARINGS BASED ON A PLAT OF SURVEY TITLED "HAVEN TERRELL SUBD. WARD No. 4, SANTA FE, N.M.," BY GUY D. HAYDEN, N.M.P.S. No. 4070, DATED 2 FEBRUARY 1976, AND FILED IN THE OFFICE OF THE COUNTY CLERK AS RECPTION No. 387,256, ON 22 APRIL 1976. DATA FROM SAID PLAT SHOWN IN PARENTHESIS ( ) WHERE FOUND DIFFERENT FROM CURRENT SURVEY DATA.

- ● INDICATES POINT FOUND AND USED AS NOTED.
- ◎ INDICATES BRASS CAP MONUMENT FOUND.
- ○ INDICATES SMITH AND WILLIAMSON ALUMINUM CAPPED REBAR SET.
- ◦ INDICATES CALCULATED POINT NOT SET.
- ▣ INDICATES CITY OF SANTA FE SANITARY SEWER MANHOLE.
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- ▲ INDICATES ELECTRIC METER.
- △ INDICATES GAS METER.
- —x— INDICATES FENCE LINE.

PROPERTY DESCRIPTION

A CERTAIN TRACT OF LAND LYING AND BEING SITUATE WITHIN THE SANTA FE GRANT, WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON A PLAT OF SURVEY TITLED "LOT CONSOLIDATION PLAT PREPARED FOR MARGARET W. TERRELL OF LANDS AT 2190 WEST ALAMEDA, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO," BY RICHARD E. SMITH, N.M.P.S. No. 5837, DATED JULY 1995, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT, MARKED BY A FOUND No. 5 REBAR, AT THE SOUTHERLY WEST ALAMEDA R.O.W., FROM WHENCE THE FOUND BRASS CAP MARKING THE 3-1/2 MILE MARKER ALONG THE WEST BOUNDARY OF THE SANTA FE GRANT BEARS N88°48'06"W, 762.08 FEET; THENCE, FROM SAID POINT AND PLACE OF BEGINNING, ALONG SAID R.O.W.,

N64°15'14"E, 99.75 FEET TO A FOUND 3/4" IRON ROD; THENCE, 45.06 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 520.00 FEET, DELTA OF 04°57'54", THE CHORD OF WHICH BEARS N58°35'20"E, 45.05 FEET TO A SET SMITH AND WILLIAMSON CAPPED REBAR; THENCE, DEPARTING SID R.O.W., S15°36'00"E, 675.31 FEET TO A FOUND IRON ROD; THENCE, S57°10'00"W, 126.50 FEET TO A SET SMITH AND WILLIAMSON CAPPED REBAR; THENCE, N20°21'00"W, 664.31 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2.0113 ACRES,MORE OR LESS.

420-709

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }

I hereby certify that this instrument was filed for record on the 4 day of Oct A.D. 19 95 at 3:59 o'clock P m. and was duly recorded in book 317 page 07 of the records of Santa Fe County.

Witness my hand and Seal of Office
Jana G. Armijo
County Clerk, Santa Fe County, N.M.

Patsy Montoya Deputy

COUNTY CLERK SEAL
COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
M. G. ARMIJO

SHEET 2-1

INDEXING INFORMATION FOR COUNTY CLERK	
TYPE OF SURVEY:	LOT CONSOLIDATION SURVEY
OWNER:	MARGARET W. TERRELL
SECTION:	2190 WEST ALAMEDA
SUBDIVISION NAME:	SUBDIVISION
OTHER:	

SMITH WILLIAMSON & ASSOCIATES
1210 Luisa Street, Suite 3, Santa Fe, New Mexico 87505
(505)983-5234 FAX (505)983-5391

LOT CONSOLIDATION SURVEY PREPARED FOR

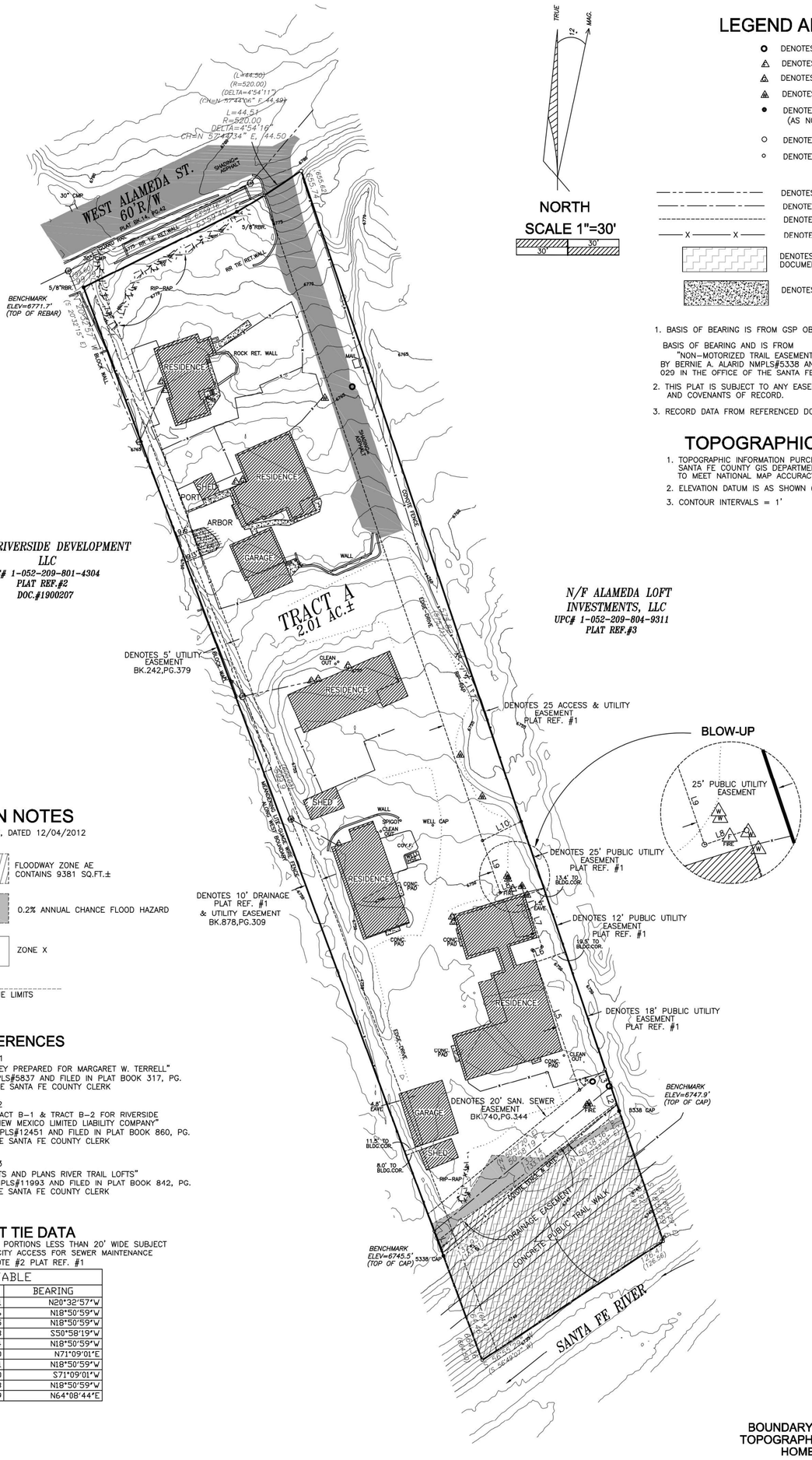
MARGARET W. TERRELL

OF LANDS AT 2190 WEST ALAMEDA, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SCALE	DATE	DRAWN BY	CHECKED BY	PROJECT No.
1" = 40'	JULY 1995	J.D.G.	E.C.	4091

SHEET 2-2

EXHIBIT B



LEGEND AND NOTES

- DENOTES SANITARY SEWER MANHOLE
- DENOTES ELEC. METER
- DENOTES GAS METER
- DENOTES WATER MTR./VALVE
- DENOTES POINT FOUND (AS NOTED)
- DENOTES POINT SET THIS SURVEY
- DENOTES POINT CALCULATED
- DENOTES OVERHEAD LINES
- DENOTES EASEMENT CENTERLINE
- DENOTES EDGE OF EASEMENT
- DENOTES FENCE LINE
- DENOTES PUBLIC TRAIL EASEMENT DOCUMENT# 1634108
- DENOTES CONCRETE PAD/WALKS

1. BASIS OF BEARING IS FROM GSP OBSERVATION WGS84

   BASIS OF BEARING AND IS FROM "NON-MOTORIZED TRAIL EASEMENT SURVEY PLAT" BY BERNIE A. ALARID NMPLS#5338 AND FILED IN PLAT BOOK 712, PG. 029 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
2. THIS PLAT IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.
3. RECORD DATA FROM REFERENCED DOCUMENTS SHOWN IN ( ).

TOPOGRAPHIC NOTES

1. TOPOGRAPHIC INFORMATION PURCHASED DIRECTLY FROM SANTA FE COUNTY GIS DEPARTMENT AND FIELD VERIFIED TO MEET NATIONAL MAP ACCURACY STANDARDS.
2. ELEVATION DATUM IS AS SHOWN (BENCHMARK)
3. CONTOUR INTERVALS = 1'

FLOOD PLAIN NOTES

F.I.R.M. PANEL #35049C0411E, DATED 12/04/2012

- FLOODWAY ZONE AE CONTAINS 9381 SQ.FT.±
- 0.2% ANNUAL CHANCE FLOOD HAZARD
- ZONE X
- FLOOD ZONE LIMITS

PLAT REFERENCES

PLAT REFERENCE#1
"LOT CONSOLIDATION SURVEY PREPARED FOR MARGARET W. TERRELL" BY RICHARD E. SMITH NMPLS#5837 AND FILED IN PLAT BOOK 317, PG. 017 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

PLAT REFERENCE#2
"BOUNDARY SURVEY OF TRACT B-1 & TRACT B-2 FOR RIVERSIDE DEVELOPMENT, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY" BY DEAN L. SCHRADER NMPLS#12451 AND FILED IN PLAT BOOK 860, PG. 014 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

PLAT REFERENCE#3
"CONDOMINIUM PLATS AND PLANS RIVER TRAIL LOFTS" BY LARRY W. MEDRANO NMPLS#11993 AND FILED IN PLAT BOOK 842, PG. 039 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

EASEMENT TIE DATA

& FOR PUBLIC UTILITY EASEMENT, PORTIONS LESS THAN 20' WIDE SUBJECT TO DAMAGE DISCLAIMER FOR CITY ACCESS FOR SEWER MAINTENANCE L3 THRU L10 NOTE #2 PLAT REF. #1

LINE TABLE

LINE	LENGTH	BEARING
L1	15.51	N20°32'57"W
L2	14.86	N18°50'59"W
L3	10.65	N18°50'59"W
L4	19.18	S59°59'19"W
L5	85.74	N18°50'59"W
L6	6.00	N71°09'01"E
L7	37.61	N18°50'59"W
L8	13.00	S71°09'01"W
L9	32.03	N18°50'59"W
L10	25.19	N64°08'44"E

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON FEB. 1ST, 2021, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE MINIMUM STANDARDS FOR PROFESSIONAL LAND SURVEYORS PRACTICING IN NEW MEXICO.

RICHARD A. CHATROOP N.M.P.L.S. #11011

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the _____ day of _____ A.D. 20__, at _____ o'clock _____ m. and was duly recorded in book _____ of the records of page_____ Santa Fe County.
Witness my Hand and Seal of Office
Katharine Clark
County Clerk, Santa Fe County,N.M.

_____ Deputy

BOUNDARY SURVEY & TOPOGRAPHIC PLAN FOR HOMEWISE OF TRACT A 2.01 AC.±

UPC# 1-052-209-803-0306,

LYING WITHIN SECTION 27, T17N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO.

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
(505) 470-0037 110 WAGON TRAIL RD. CERRILLOS, NM. 87010

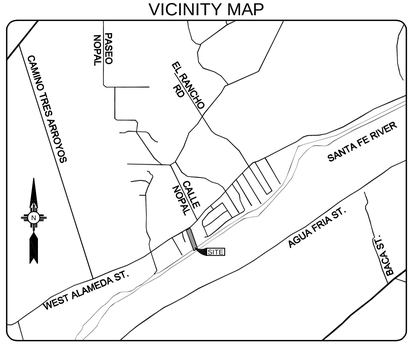
INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: HOMEWISE

LOCATION: LYING WITHIN SECTION 27, T17N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO.

LOS CANALES DEVELOPMENT PLAN
2190 WEST ALAMEDA STREET

VICINITY MAP



2000 1000 2000 1000

SCALE: 1" = 2000'

GENERAL NOTES

1. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHTS-OF-WAYS AND/OR EASEMENTS ARE DESCRIBED ON THE SURVEY PLAT.
2. PER SFCC § 14-7.2, TABLE 14-7.2-1, BUILDING SETBACKS ARE ESTABLISHED BY THIS DEVELOPMENT PLAN AND SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
3. NEW STRUCTURES AND/OR ADDITIONS ARE NOT LIMITED TO STRUCTURES SHOWN HEREON, AND FUTURE DEVELOPMENT IS SUBJECT TO ESTABLISHED BUILDING SETBACKS, APPLICABLE PROVISIONS OF SFCC CHAPTER 14, AND BUILDING PERMIT REQUIREMENTS.
4. SITE AND INDIVIDUAL UNIT FENCING AND OUTDOOR STORAGE LOCATIONS TO BE DETERMINED AT TIME OF BUILDING PERMIT.
5. PROPERTY WILL BE SUBJECT TO THE WATER ALLOCATION AND/OR WATER OFFSET RETROFIT PROVISIONS OF ORDINANCE NO. 2002-29 AND RESOLUTION 2003-55 AT THE TIME OF PERMIT APPLICATION OR WATER HOOKUP REQUEST. COMPLIANCE SHALL BE ACHIEVED BY USE OF RETROFIT CREDITS OR WATER TRANSFERS, IF APPLICABLE. COMPLIANCE WITH THE CURRENT COSF WATER CONSERVATION STAGE IS REQUIRED.
6. ACCESSIBILITY FEATURE DESIGN WITHIN THE SITE SHALL COMPLY WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) PEDESTRIAN ACCESS ROUTE DETAILS (SERIAL 608) OR MUST DEMONSTRATE COMPLIANCE WITH APPLICABLE AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS BY OTHER MEANS AS PROVIDED IN THE PERMITTED CONSTRUCTION DOCUMENTS.
7. FENCES, WALLS OR OTHER OBSTRUCTIONS SHALL NOT BE PLACED OR CONSTRUCTED ACROSS PUBLIC SANTIARY SEWER EASEMENTS.
8. ALL PROPOSED CHANGES TO THE APPROVED IMPROVEMENT PLANS SHALL RECEIVE PRIOR APPROVAL BY THE CITY OF SANTA FE PLANNING AND LAND USE DEPARTMENT BEFORE CONSTRUCTION.
9. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH THE PROVISIONS OF THE COSF ORDINANCE NO. 2008-02 (IMPACT FEES).
10. PROPERTY DEVELOPMENT, BOTH PUBLIC AND PRIVATE OWNERSHIP, SHALL COMPLY WITH THE COSF ORDINANCE NO. 2002-20 (TERRAIN AND STORMWATER MANAGEMENT) AT THE TIME OF BUILDING PERMIT APPLICATION.
11. PROPERTY DEVELOPMENT IS SUBJECT TO THE PROVISIONS OF SECTION 14-8.4(F)(5), “PLANT MATERIAL STANDARDS,” WHEREIN PRESERVATION OF SIGNIFICANT TREES IS REQUIRED.
12. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1.
13. PERMANENT TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER APPROVED PLAN BY THE DEVELOPER.
14. PRIVATE DRIVEWAYS AND ASSOCIATED PARKING WITHIN THE DEVELOPMENT SHALL BE MAINTAINED BY THE LOS CANALES CONDOMINIUM OWNER’S ASSOCIATION.
15. THIS DEVELOPMENT DOES NOT LIE WITHIN A HISTORIC DISTRICT.
16. THIS DEVELOPMENT LIES WITHIN THE RIVER AND TRAILS ARCHAEOLOGICAL REVIEW DISTRICT.

DUST CONTROL NOTES

ALL ON-SITE 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 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) WHEN APPLICABLE, LISTING THE BEST MANAGEMENT PRACTICES SHALL BE PROVIDED TO THE CITY ENGINEER, OR HIS/HER 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 PERSON, OWNER OR OPERATOR SHALL USE ONE OR MORE OF THE FOLLOWING 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 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.

DEVELOPMENT PLAN SIGNATURES

APPROVED BY THE SANTA FE PLANNING COMMISSION AT THEIR MEETING OF _____
AS PLANNING & DEVELOPMENT REVIEW CASE NO._____

_____ _____
PLANNING COMMISSION CHAIRPERSON DATE

_____ _____
PLANNING COMMISSION SECRETARY DATE

REVIEWED BY THE SANTA FE LAND USE DEPARTMENT

_____ _____
CITY PLANNER DATE

_____ _____
CITY ENGINEER FOR LAND USE DATE

INFRASTRUCTURE CONSTRUCTION ADDRESS:
2190 W ALAMEDA STREET

CASE # _____

AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED THIS FINAL DEVELOPMENT PLAN TO BE PREPARED. ALL THAT APPEARS ON THIS PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER.

_____
HOMEWISE, INC.

THE FOREGOING WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED FEFORE ME BY _____
THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

STORMWATER AGREEMENT

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORMWATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULL Y FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES; THE CITY HAS THE RIGHT OF ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; THE CITY HAS THE RIGHT, IN THE EVENT OF DRAINAGE FACILITY MAINTENANCE DEVICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COSTS ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSRUMENT, THE PROEPRTY OWNER(S) APPROVE AND AGREE THA TTHIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

_____
HOMEWISE, INC.

THE FOREGOING WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED FEFORE ME BY _____
THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

DRAINAGE FACILITY MAINTENANCE SCHEDULE (+30 DAYS) SHALL BE AS FOLLOWS:

1. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOS CANALES CONDOMINIUM OWNER’S ASSOCIATION.
2. THE DRAINAGE FACILITIES MAINTENANCE SCHEDULE SHALL BE AS FOLLOWS: MARCH 15TH, SEPTEMBER 15TH AND AFTER STORMS OF ONE INCH OR GREATER.

a. FLUSH ALL CULVERTS AND DRAIN PIPES TO REMOVE SEDIMENT AND VEGETATION.
b. FLUSH STORM DRAIN MANHOLES AND DROP INLETS.
c. IF SEDIMENT IN PONDS IS DEEPER THAN 6 INCHES, REMOVE AND RESEED WITH NATIVE GRASSES.
d. CHECK POND DRAINS AND RIP-RAP INTEGRITY. REPAIR AS NECESSARY.
e. CHECK FOR SOIL EROSION WITHIN AND AROUND ALL SWALES, FILL SLOPES, CUT SLOPES AND RETAINING WALLS. UNSTABILIZED SOILS SHALL BE STABILIZED WITH VEGETATION, ROCK PLATING OR EROSION MATS.

COUNTY OF SANTA FE }SS
STATE OF NEW MEXICO}

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS___ DAY OF _____A.D. 20____ AT _____ O’CLOCK___M. AND WAS DULY RECORDED IN BOOK____ PAGE_____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
VALERIE ESPINOZA
COUNTY CLERK SANTA FE COUNTY NM

_____
DEPUTY

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

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

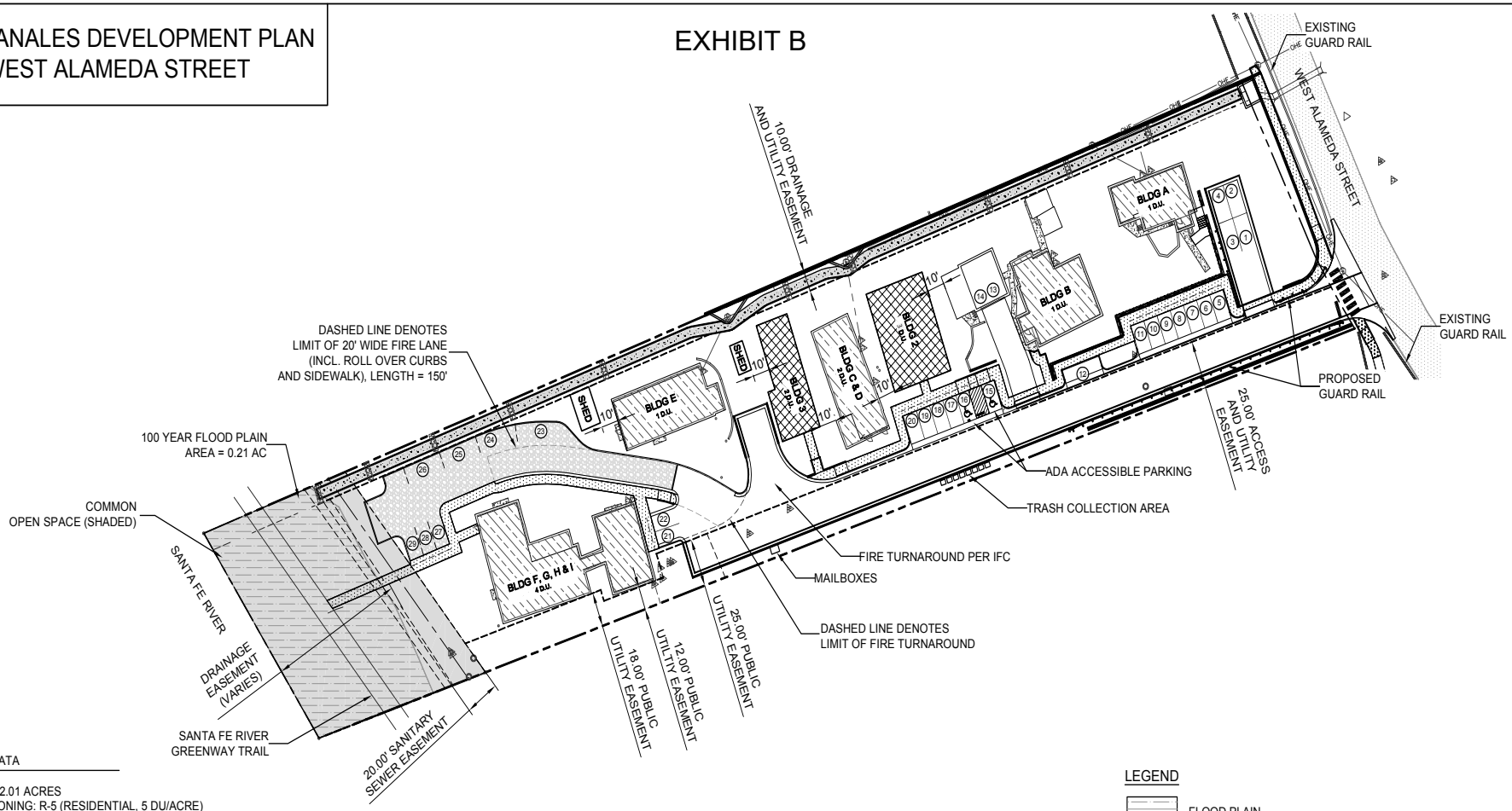
DEVELOPMENT PLAN
SHEET 1 OF 2

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	3-1

REVISIONS	DATE	ENGINEERS SEAL
◁		

LOS CANALES DEVELOPMENT PLAN
2190 WEST ALAMEDA STREET

EXHIBIT B



PROJECT DATA

SITE AREA: 2.01 ACRES
EXISTING ZONING: R-5 (RESIDENTIAL, 5 DU/ACRE)
PROPOSED ZONING: R-7 (RESIDENTIAL, 7 DU/ACRE)
OVERLAY: WEST SANTA FE RIVER CORRIDOR OVERLAY DISTRICT (SFCC § 14-5.11)

DENSITY:
- Gross Lot Area = 2.01 acres
- 100-yr Floodplain = 0.21 acres (9,381 sq.ft.)
- Net Lot Area = 1.79 acres
- Base Density = 1.79 acres x 7 DU/acre = 12.53 DU
- Proposed Density = Base Density + 15% SFHP Density Bonus = 14 DU

LOT COVERAGE:
- Existing Roofed Area = 11,471 sq.ft.
- Proposed Roofed Area = 3,695 sq.ft.
- Total Roofed Area = 15,166 sq.ft.
- Maximum Allowable Lot Coverage = 40%, per SFCC Table 14-7.2-1
- Proposed Lot Coverage = 17.3%

BUILDING HEIGHT:
- Maximum Allowable = 28 feet, per SFCC § 14-5.11(C)
- Proposed Maximum Building Height = 28 feet

BUILDING SETBACKS: (As established by this Development Plan, per SFCC Table 14-7.2-1)
- Alameda Street Setback: 50 feet
- Private Drive Setback: 2 feet for existing structures / 5 feet for new structures
- Rear Yard Setback: 10 feet

PARKING:
- Total Required Parking Spaces = 2 spaces per DU x 14 DU = 28 spaces
- Total Provided Parking Spaces = 29 spaces

COMMON OPEN SPACE:
- Required = 10% of total land area, per SFCC § 14-5.11(G) = 0.201 acres (8,755 sq.ft.)
- Provided = 14.7% of total land area = 0.30 acres (12,941 sq.ft.,)

DEVELOPMENT PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

LEGEND
- FLOOD PLAIN
- ONE STORY BUILDING (EXISTING)
- TWO STORY BUILDING (PROPOSED)
- GRAVEL DRIVEWAY / PARKING
- PROPOSED SIDEWALK
- RESERVED COMMON OPEN SPACE

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 # _____

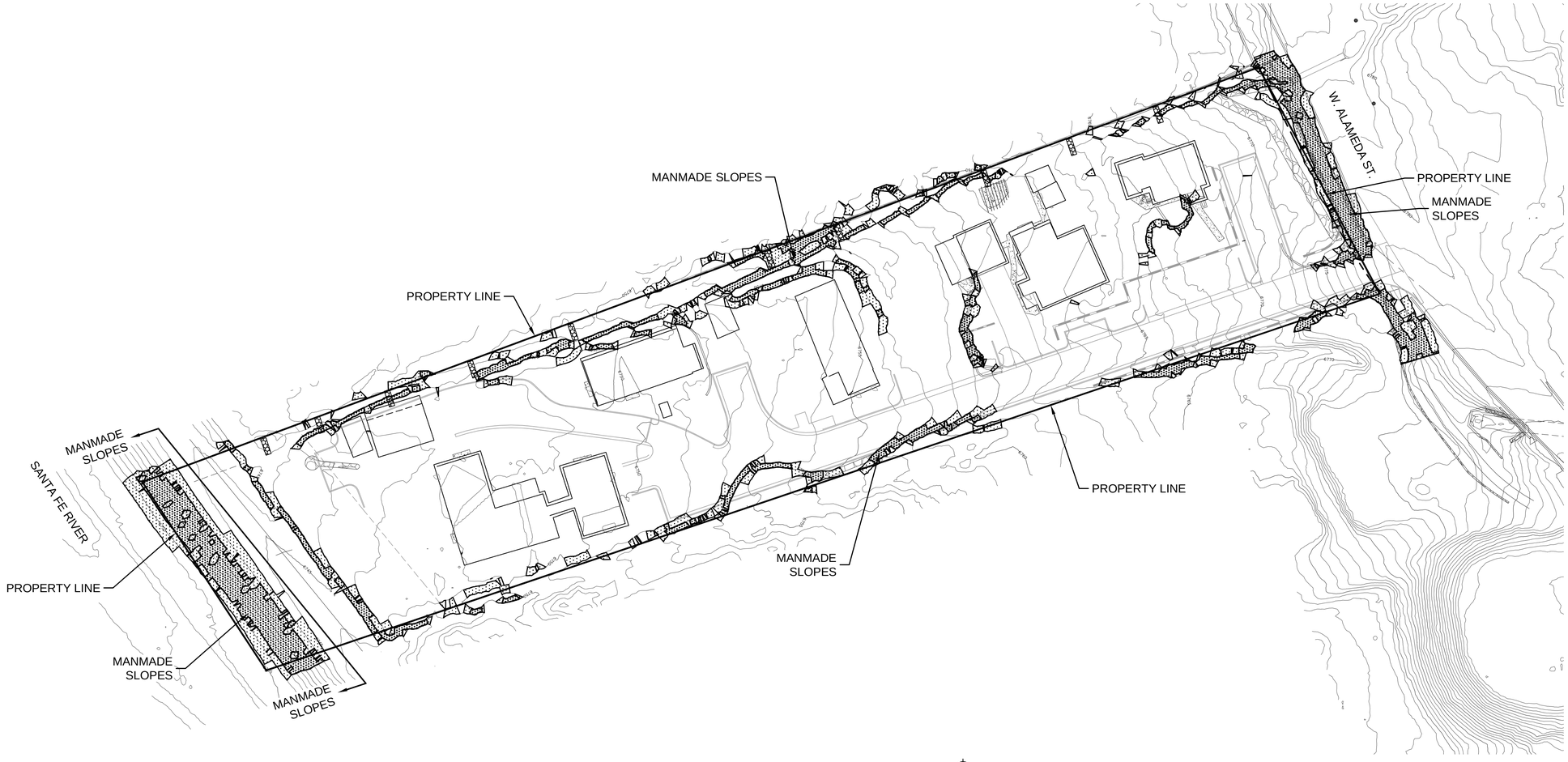
JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

DEVELOPMENT PLAN
SHEET 2 OF 2

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	3-2

EXHIBIT B



SLOPE ANALYSIS MAP

SCALE: 1" = 30'
CONTOUR INTERVAL= 1'

0 15 30 60
SCALE: 1" = 30'

LEGEND

- GRADING LIMITS
- AREA OF 20% TO 30% SLOPE
- AREA OF 30% AND GREATER SLOPE

THERE ARE NO 30% AND GREATER NATURAL SLOPES BEING DISTURBED WITHIN THE GRADING LIMITS ON THIS PROJECT.

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		

ENGINEER'S SEAL

DATE

REVISIONS

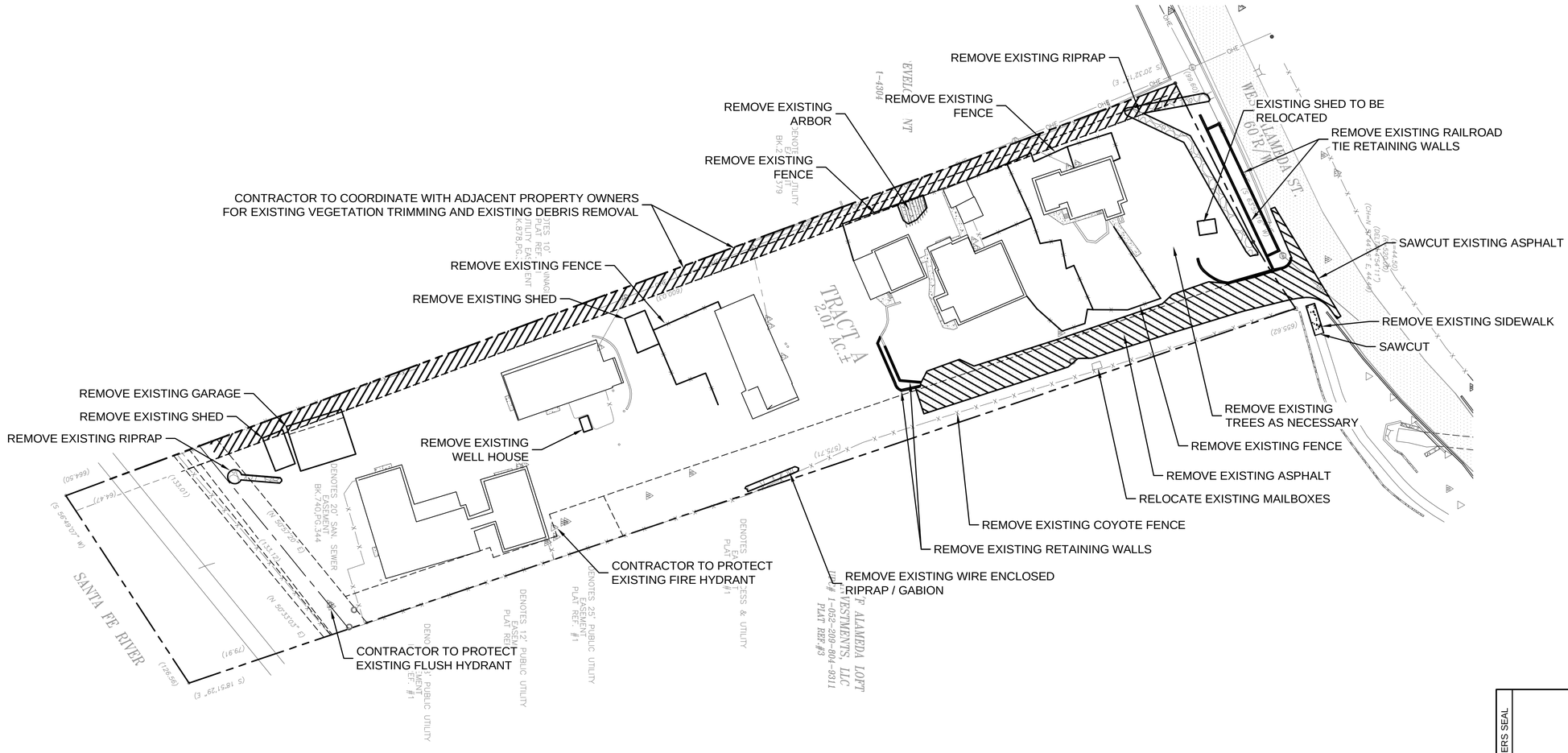
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SLOPE ANALYSIS MAP

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	5-1

EXHIBIT B



DEMOLITION PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

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
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

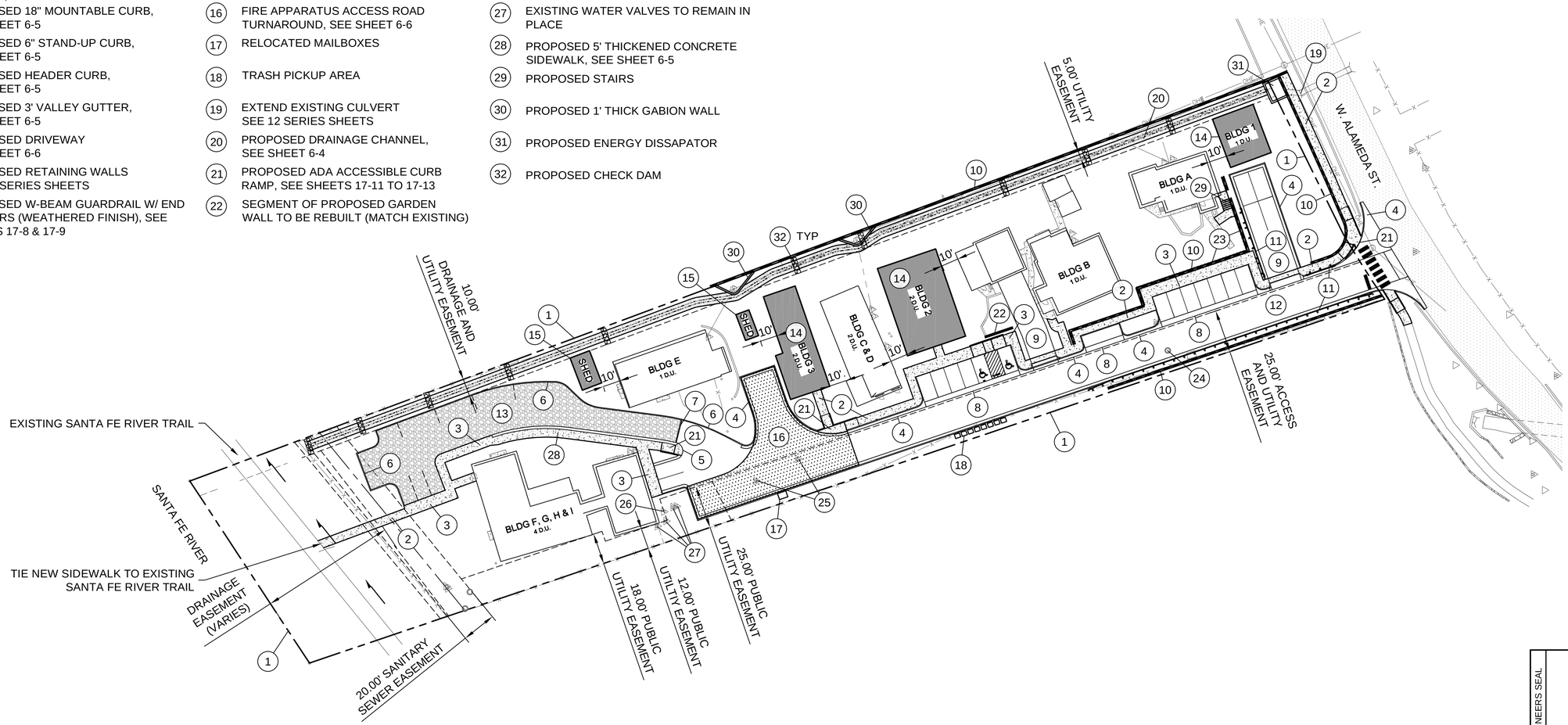
DEMOLITION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	5-2

REVISIONS	DATE	ENGINEER'S SEAL
◁		

SHEET KEYNOTES

1. PROPERTY LINE
2. PROPOSED 5' CONCRETE SIDEWALK, SEE SHEET 6-5
3. PROPOSED 5.5' TURNDOWN SIDEWALK, SEE SHEET 6-5
4. PROPOSED 2' STANDARD CURB AND GUTTER, SEE SHEET 6-4
5. PROPOSED 18" MOUNTABLE CURB, SEE SHEET 6-5
6. PROPOSED 6" STAND-UP CURB, SEE SHEET 6-5
7. PROPOSED HEADER CURB, SEE SHEET 6-5
8. PROPOSED 3' VALLEY GUTTER, SEE SHEET 6-5
9. PROPOSED DRIVEWAY SEE SHEET 6-6
10. PROPOSED RETAINING WALLS SEE 13 SERIES SHEETS
11. PROPOSED W-BEAM GUARDRAIL W/ END ANCHORS (WEATHERED FINISH), SEE SHEETS 17-8 & 17-9
12. PROPOSED ASPHALT ROADWAY SEE SHEET 6-3
13. PROPOSED GRAVEL ROADWAY SEE SHEET 6-4
14. PROPOSED BUILDING SEE ARCHITECTURAL PLANS
15. PROPOSED STORAGE SHED
16. FIRE APPARATUS ACCESS ROAD TURNAROUND, SEE SHEET 6-6
17. RELOCATED MAILBOXES
18. TRASH PICKUP AREA
19. EXTEND EXISTING CULVERT SEE 12 SERIES SHEETS
20. PROPOSED DRAINAGE CHANNEL, SEE SHEET 6-4
21. PROPOSED ADA ACCESSIBLE CURB RAMP, SEE SHEETS 17-11 TO 17-13
22. SEGMENT OF PROPOSED GARDEN WALL TO BE REBUILT (MATCH EXISTING)
23. PROPOSED PEDESTRIAN GUARDRAIL (HANDRAIL) TO MEET ANSI STANDARDS
24. ADJUST EXISTING MANHOLE
25. ADJUST EXISTING WATER VALVES
26. EXISTING FIRE HYDRANT TO REMAIN IN PLACE
27. EXISTING WATER VALVES TO REMAIN IN PLACE
28. PROPOSED 5' THICKENED CONCRETE SIDEWALK, SEE SHEET 6-5
29. PROPOSED STAIRS
30. PROPOSED 1' THICK GABION WALL
31. PROPOSED ENERGY DISSAPATOR
32. PROPOSED CHECK DAM



CIVIL SITE PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

LEGEND
- PROPERTY LINE
- EASEMENT LINE
- FIRE TURN AROUND AREA
- PROPOSED SIDEWALK

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

ENGINEERS SEAL

DATE

REVISIONS

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CIVIL SITE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	6-1

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, Current 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 505-955-6631.
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 304 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.
37. ADA compliance: The contractor shall ensure ADA compliance for construction of ADA features and appurtenances (including, but not limited to, sidewalk & curb ramp cross slopes, ramp slopes, level landings, etc.) as detailed in the plans and in accordance with referenced standard drawings, specifications and current public right of way accessibility guidelines. The contractor is responsible for field checking slopes and dimensions of all form work for compliance prior to installation of concrete. The City reserves the right to inspect any ADA features and appurtenances at any time before final completion of the project and to have the contractor remove, replace, and/or correct any work at his cost that is not in compliance, as determined by the project manager.

ADDITIONAL CONSTRUCTION NOTES

1. The contractor's surveyor shall coordinate with Rick Chatroop, Professional Land Surveyor. The contractor's 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 ensure that the site is secure at all times.
3. It is solely the contractor's responsibility to meet OSHA requirements and to maintain a safe working condition.
4. Santa Fe Engineering Consultants, LLC. 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. The contractor shall maintain an up to date set of as-built plans for the project. These plans shall be kept current, within two weeks, at all times and shall be subject to review by the project manager throughout the project and will be reviewed by the project manager for accuracy and completeness at least once every 30 days. Upon 50% completion of the project, the contractor shall submit progress as-built plans to the project manager for review. The final as-built plans bearing the signed seal and certification of the contractor's surveyor shall be submitted to the project manager prior to any final payment. This work is considered incidental to completion of the project and no measurement or payment shall be made.

CASE # _____

ENGINEER'S SEAL	DATE	REVISIONS
		◁ ◁ ◁ ◁ ◁ ◁ ◁

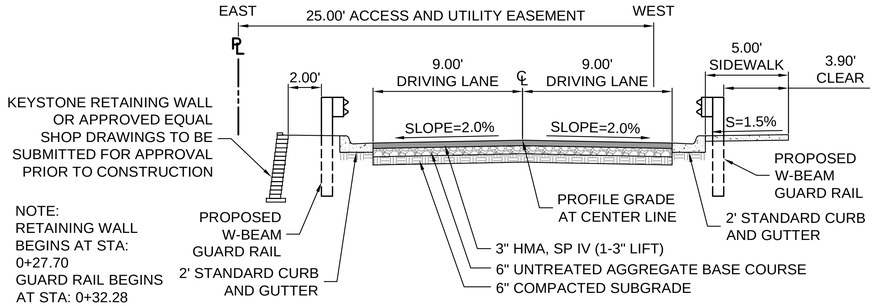
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

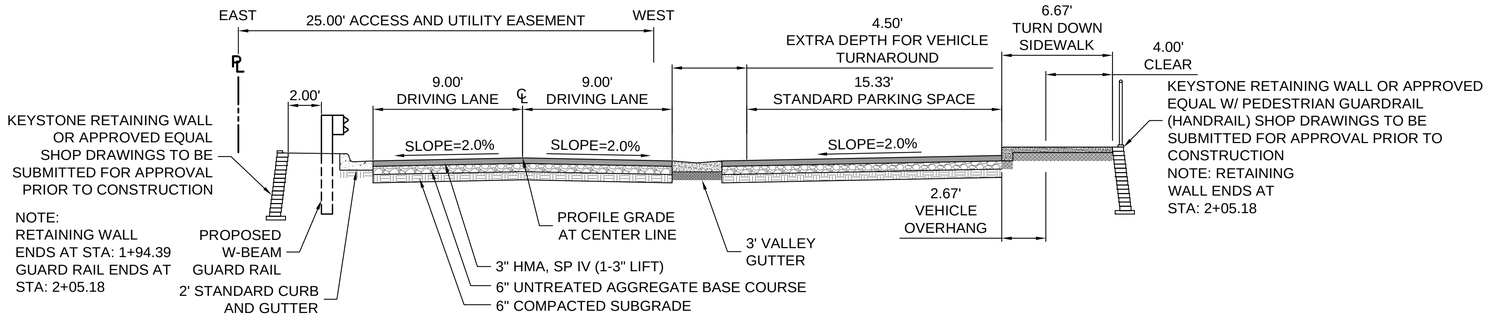
GENERAL NOTES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-2



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

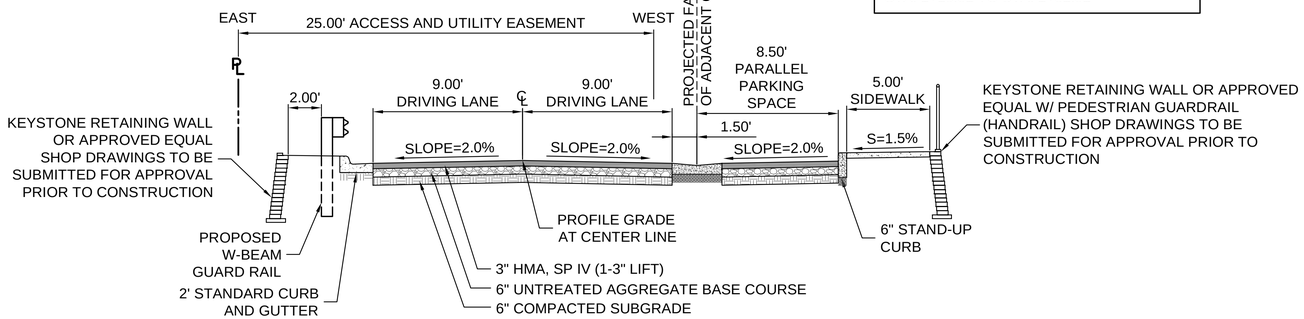
STA: 0+00.00 TO STA: 0+67.34



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

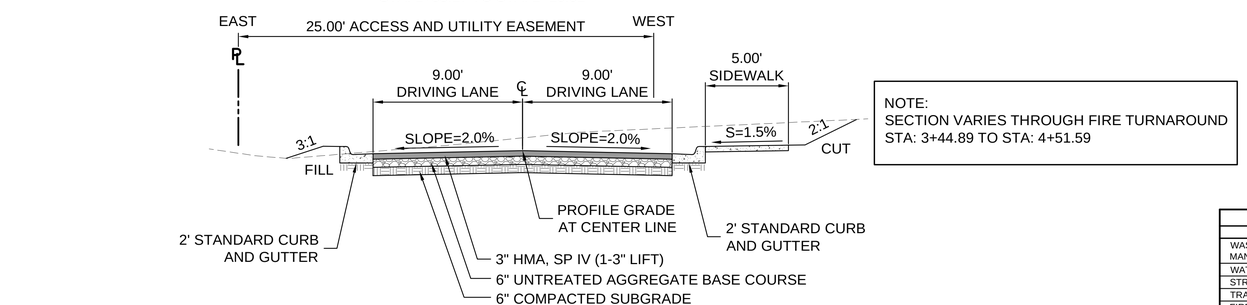
STA: 0+87.34 TO STA: 1+58.17
STA: 2+32.52 TO STA: 3+02.18

NOTE:
INTERSECTION W/ PROPOSED DRIVEWAYS,
STA: 0+67.34 TO STA: 0+87.34
STA: 2+15.52 TO STA: 2+32.52



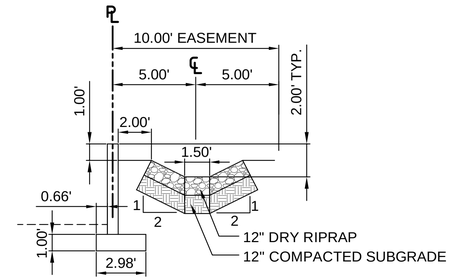
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STA: 1+58.17 TO STA: 2+15.52

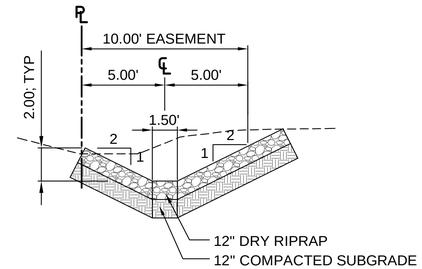


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 3+02.18 TO STA: 3+44.89



TYPICAL CHANNEL SECTION W/ WALL



TYPICAL CHANNEL SECTION

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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REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR LOS CANALES SANTA FE, NEW MEXICO

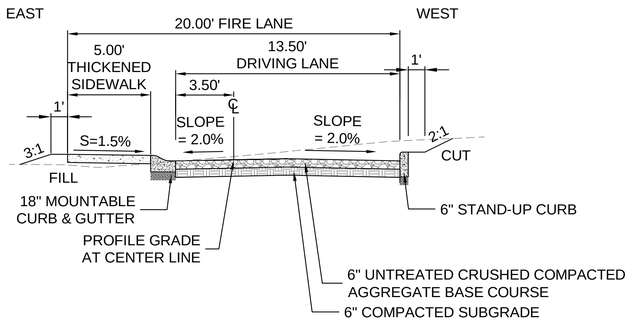
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-3

ENGINEERS SEAL

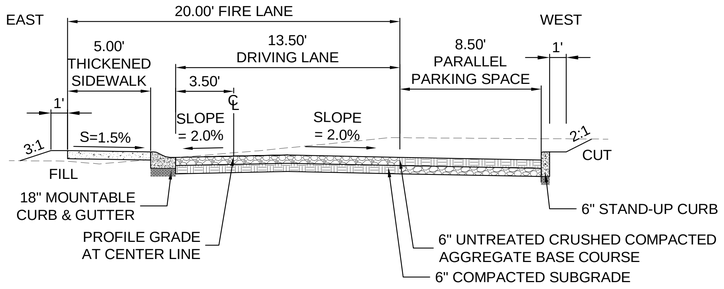
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REVISIONS



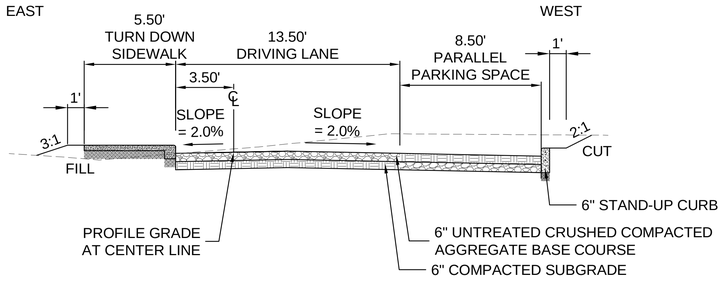
TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 4+51.59 TO 4+99.72



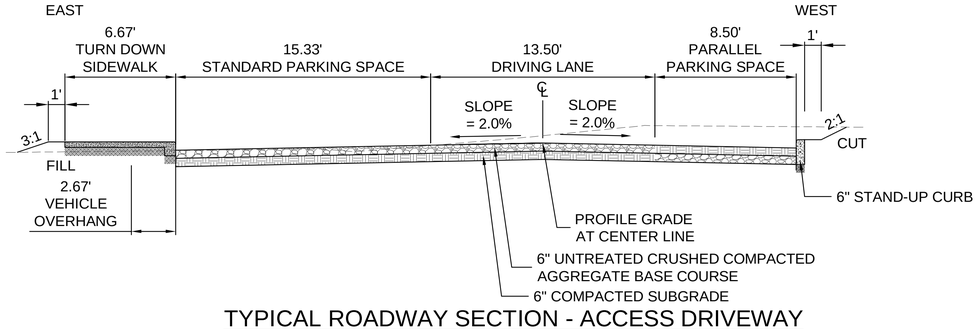
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STA: 4+51.59 TO 5+62.04



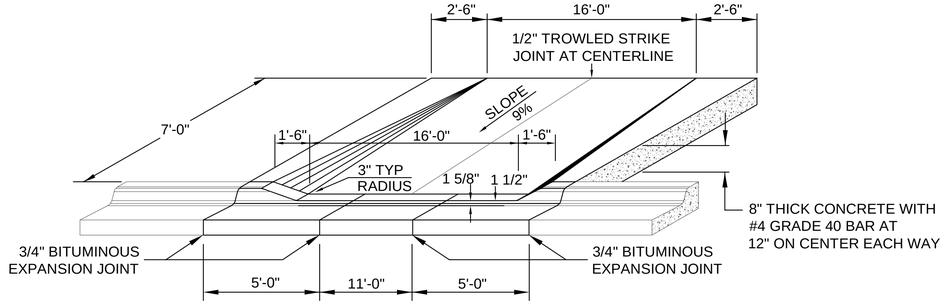
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STA: 5+62.04 TO 5+93.62

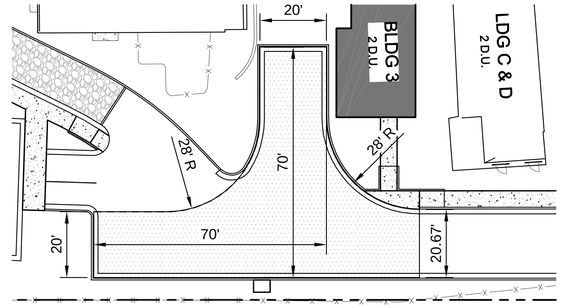


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 5+93.62 TO 6+33.62



DRIVEWAY DETAIL



FIRE APPARATUS ACCESS
ROAD TURNAROUND

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

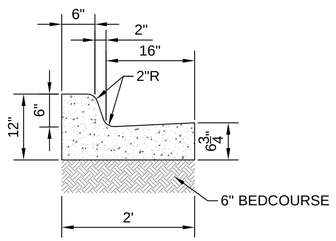
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-4

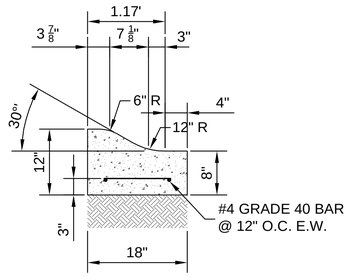
ENGINEERS SEAL

DATE

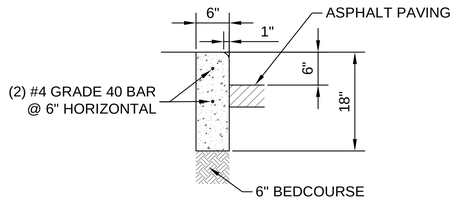
REVISIONS



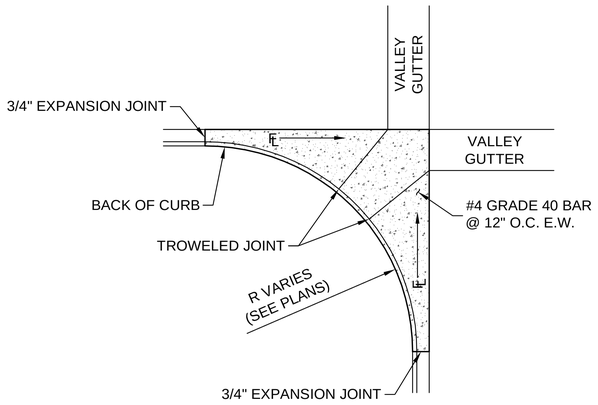
STANDARD 2' CURB AND GUTTER



MOUNTABLE CURB AND GUTTER

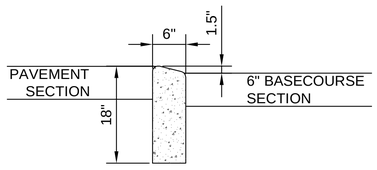


6" STAND-UP CURB

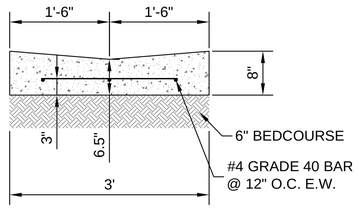


NOTES:
1. POUR FILLETS MONOLITHICALLY
2. PROVIDE A REINFORCING CONTINUATION BETWEEN FILLETS AND VALLEY GUTTERS WITH A 30" REBAR LAP BETWEEN FILLETS AND VALLEY GUTTERS BEING CAST WITHIN 30 CALENDAR DAYS.

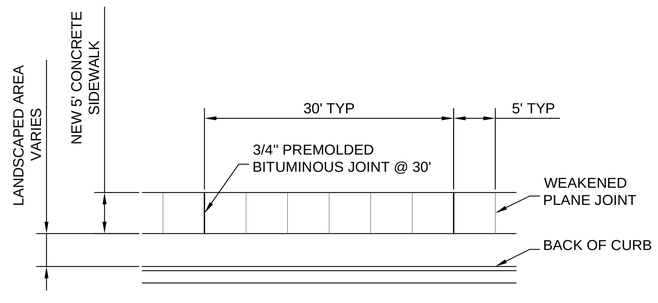
FILLET CURB RETURN



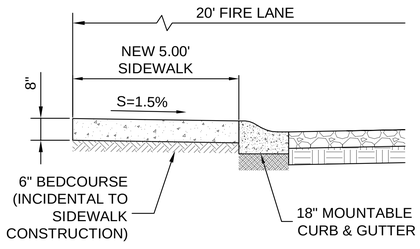
HEADER CURB



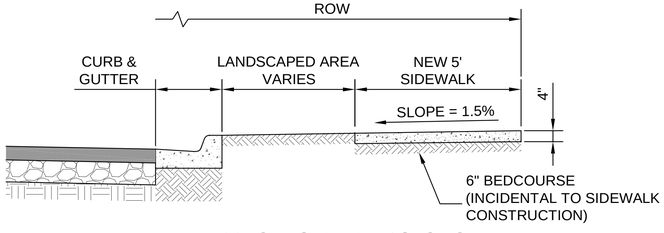
3' VALLEY GUTTER



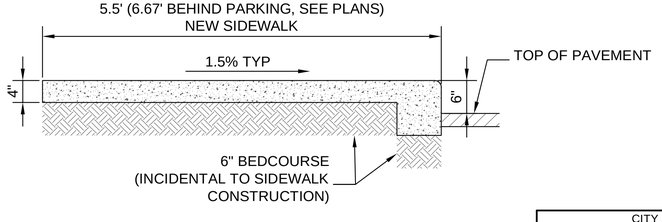
TYPICAL SIDEWALK PLAN



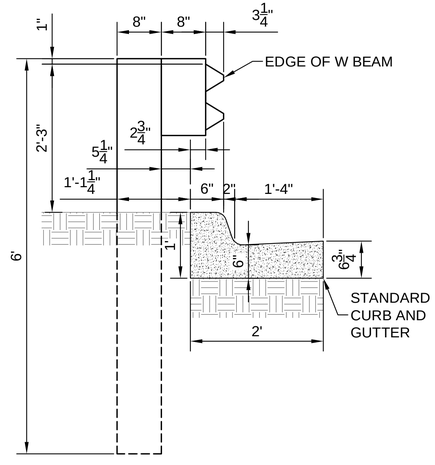
TYPICAL THICKENED SIDEWALK SECTION



TYPICAL SIDEWALK SECTION



TYPICAL TURN DOWN SIDEWALK DETAIL



LOCATION DETAIL FOR
TYPE I GUARD RAIL WITH WOOD POSTS
BEHIND CURB AND GUTTER

ENGINEER'S SEAL

DATE

REVISIONS

CITY REVIEW		
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WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

TYPICAL DETAILS

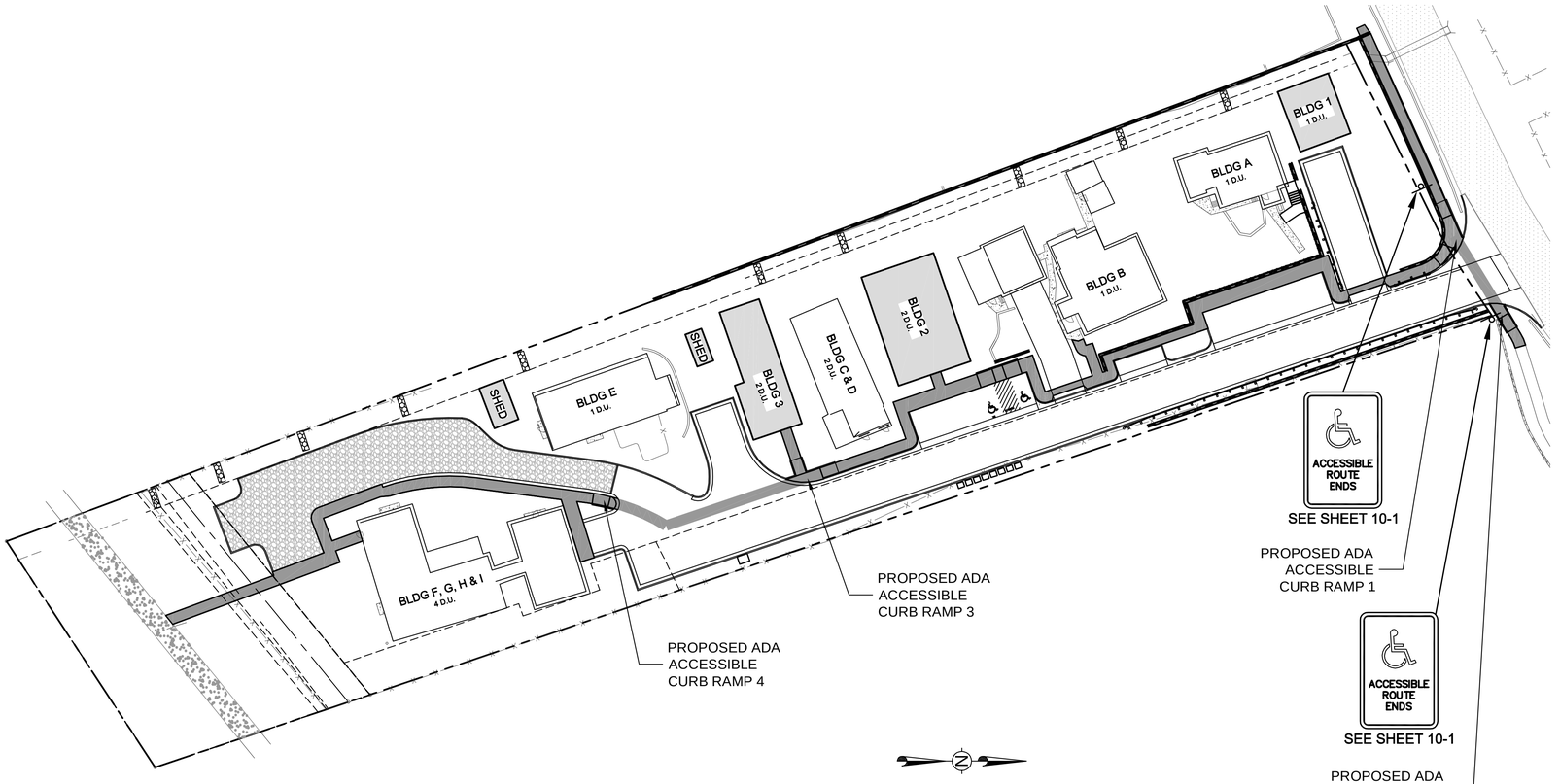
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-5

ADA COMPLIANCE GENERAL NOTES

1. THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF REQUIRED ADA ACCESSIBLE FEATURES AND APPURTENANCES, AND AS DETAILED IN THE APPROVED CONSTRUCTION PERMIT DOCUMENTS.
2. ALL CONSTRUCTION WORK SHALL COMPLY WITH, IN ORDER OF PRECEDENCE: SANTA FE CITY CODE, GOVERNOR'S COMMISSION ON DISABILITY (GCD), ICC ANSI A117.1-2009, CHAPTERS 1-5 AND CHAPTER 7, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION), AND AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
3. CURB RAMPS SHALL FOLLOW NMDOT PEDESTRIAN ACCESS ROUTE DETAILS (SERIAL 608) WITH REQUIRED TURNING SPACE AND 7% RUNNING SLOPES TYPICAL AND 8.3% MAXIMUM. CURB RAMP LANDING TYPICAL SLOPE IS 1% AND SHALL NOT EXCEED 2% RUNNING AND CROSS SLOPE.
4. SIDEWALK RUNNING SLOPES SHALL NOT EXCEED 5% WITHOUT HANDRAIL(S). CROSS SLOPES SHALL NOT EXCEED 2%.
5. PROVIDE DETECTABLE WARNING SURFACES AT CURB RAMPS AND TRANSITIONS TO DRIVEWAY AND INTERSECTION CROSSINGS ALONG THE ACCESSIBLE PATHS OF TRAVEL.
6. PER ICC ANSI A117.1-2009, SIDEWALKS SHALL COMPLY WITH SECTION 302, FLOOR SURFACE, 303.4 RAMPS, 401 ACCESSIBLE ROUTES, 403 WALKING SURFACES, 405 RAMPS
7. ALL PARKING AND WALK SURFACES ALONG THE ACCESSIBLE PATH OF TRAVEL SHALL BE FIRM, STABLE AND SLIP RESISTANT.
8. ANSI 502.7 SIGNAGE WITH REQUIRED LANGUAGE ARE REQUIRED AT ALL ADA PARKING SPACES. PARKING SIGNAGE HEIGHT PER CITY OF SANTA FE CODE IS 7'-0" TO BOTTOM OF SIGN. LOCATE VAN ACCESSIBLE PARKING SIGN IMMEDIATELY BELOW THE RESERVED PARKING SIGN AT WALL MOUNTED LOCATIONS AND 6'8 TO BOTTOM OF VAN ACCESSIBLE SIGN AT SIGNS LOCATED THE IN PEDESTRIAN WAY. SEE DETAIL, SHEET C-204.
9. ACCESSIBLE PARKING SPACE GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION.
10. VAN ACCESSIBLE PARKING SPACES SHALL BE 8'-0" WIDE WITH AN 8'-0" WIDE ACCESS AISLE OR 11'-0" WIDE WITH A 5'-0" WIDE ACCESS AISLE. SEE DETAIL, SHEET C-204.
11. WHEEL STOPS ARE ENCOURAGED AT ALL ADA ACCESSIBLE PARKING SPACES TO HELP ENSURE REQUIRED CLEARANCE ALONG THE ACCESSIBLE PATH OF TRAVEL IS MAINTAINED.
12. WHERE EXISTING SIDEWALKS ADJOIN NEW ADA ACCESSIBLE FEATURES, THE CONTRACTOR SHALL PROVIDE FOR MODIFICATIONS WHERE POSSIBLE AND AS NECESSARY TO PROVIDE FOR UNINTERRUPTED, CONTINUOUS ACCESS BETWEEN EXISTING AND NEW WORK.

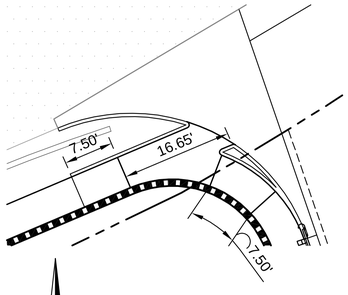
LEGEND

ADA ACCESSIBLE ROUTE

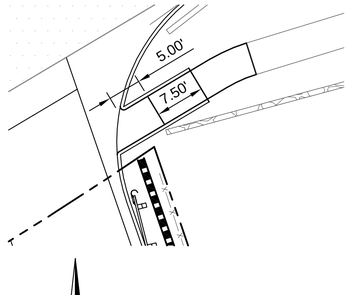


ADA ACCESS PLAN
SCALE: 1" = 30'

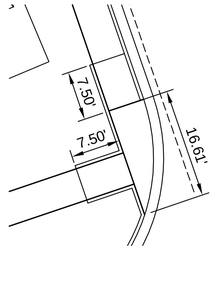
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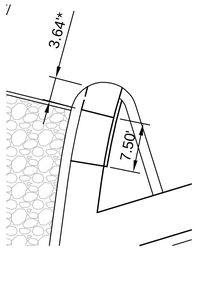
CURB RAMP 1
SCALE: 1" = 10'



CURB RAMP 2
SCALE: 1" = 10'



CURB RAMP 3
SCALE: 1" = 10'



CURB RAMP 4
SCALE: 1" = 10'

*ACCESSIBLE GRADES AT ASPHALT CONSIDERED PART OF LANDING

ENGINEERS SEAL

DATE

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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

ADA ACCESS PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	6-6

CITY OF SANTA FE WASTEWATER MANAGEMENT DIVISION GENERAL NOTES

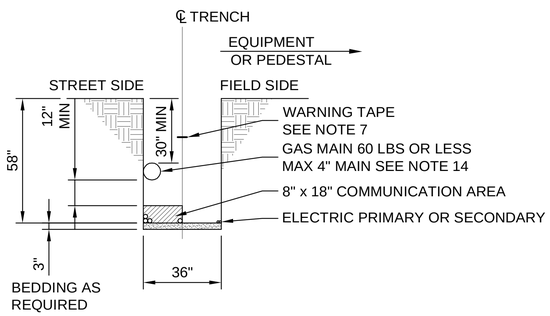
1. Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
2. The Contractor must obtain all sewer hookup permits from the City's Building Permits 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



TYPICAL JOINT TRENCH DETAIL

CASE # _____

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.

CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

ENGINEER'S SEAL

DATE

REVISIONS

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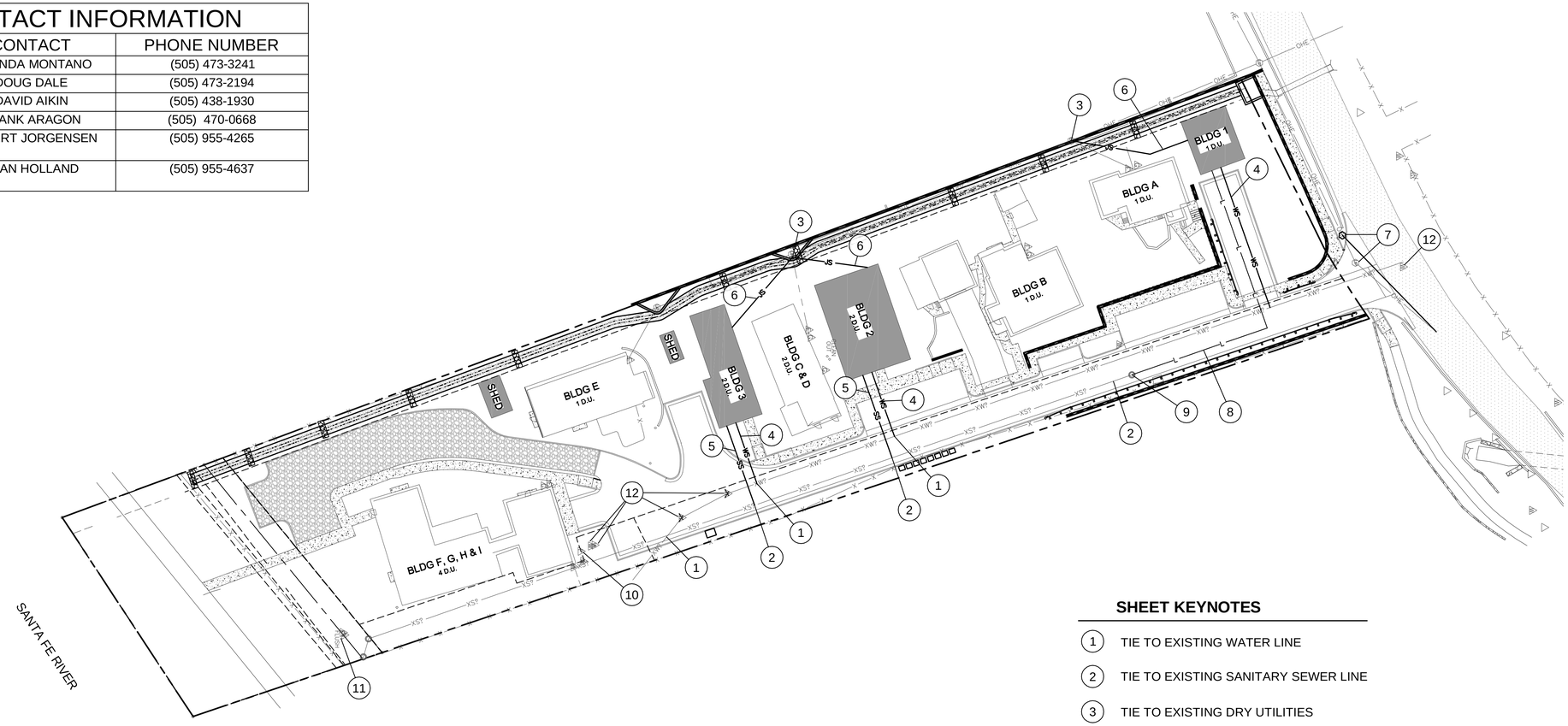
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

UTILITY NOTES AND DETAILS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	7-1

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	ROBERT JORGENSEN	(505) 955-4265
CITY OF SANTA FE WASTE WATER DIVISION	STAN HOLLAND	(505) 955-4637



SHEET KEYNOTES

1. TIE TO EXISTING WATER LINE
2. TIE TO EXISTING SANITARY SEWER LINE
3. TIE TO EXISTING DRY UTILITIES
4. PROPOSED WATER SERVICE
5. PROPOSED SEWER SERVICE
6. PROPOSED JOINT UTILITY SERVICE (GAS & ELECTRIC)
7. RELOCATE EXISTING POWER POLE BEHIND PROPOSED CURB
8. PROPOSED LOW PRESSURE SEWER SERVICE (E-ONE GRINDER)
9. TIE TO EXISTING MANHOLE TO BE ADJUSTED TO FINISHED GROUND. CORE DRILL AND EPOXY COAT
10. EXISTING FIRE HYDRANT CONTRACTOR TO PROTECT
11. EXISTING FLUSH HYDRANT CONTRACTOR TO PROTECT
12. EXISTING WATER VALVE TO BE ADJUSTED TO FINISHED GROUND

LEGEND

- EASEMENTS

EXISTING UTILITIES

- EXISTING SANITARY SEWER LINE (ASSUMED)
- EXISTING WATER LINE (ASSUMED)
- EXISTING FIRE HYDRANT
- EXISTING WATER METER/VALVE
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING MANHOLE
- EXISTING UTILITY POLE

PROPOSED UTILITIES

- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED JOINT UTILITY SERVICE (ELECTRIC, CABLE, TELE)

MASTER UTILITY PLAN

SCALE: 1" = 30'

0 15 30 60

SCALE: 1" = 30'

NOTE:
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CONTRACTOR SHALL COORDINATE WITH UTILITY FRANCHISES FOR SERVICE AND METER INSTALLATION

GAS SERVICES TO BE RUN TO PROPOSED BUILDINGS AFTER EXISTING LINE IS FIELD LOCATED

METER LOCATIONS TO BE SET AT TIME OF BUILDING PERMIT

CASE # _____

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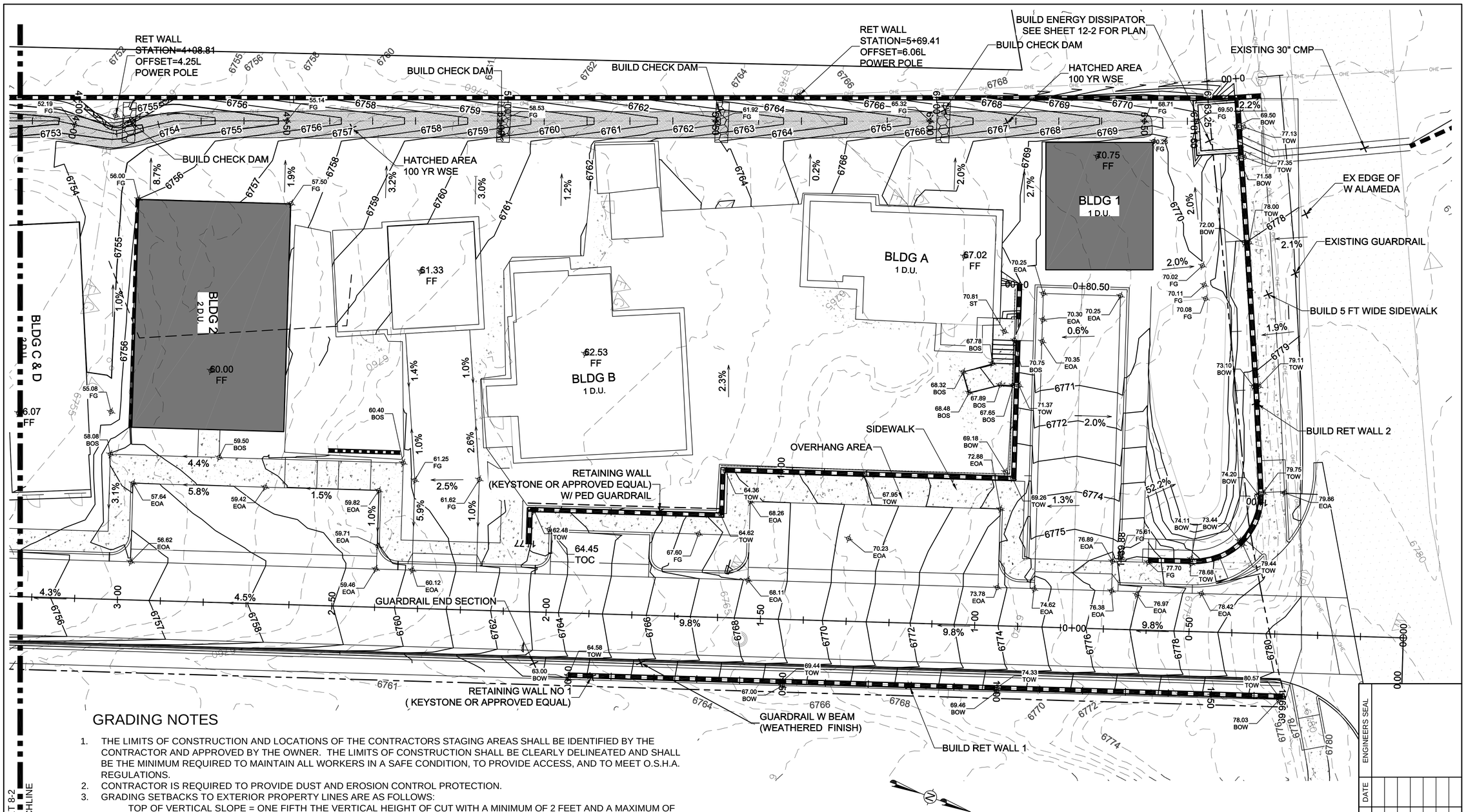
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MASTER UTILITY PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	7-2

ENGINEERS SEAL | DATE | REVISIONS

EXHIBIT B



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. THE VOLUME OF PONDING WILL BE DETERMINED WHEN NEW BUILDINGS ARE PERMITTED.
7. ALL DISTURBED AREAS SHALL BE REVEGETATED AND COORDINATED WITH THE LANDSCAPING PLAN.
8. 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.
9. ALL EXTERIOR CONCRETE SIDEWALK ELEVATIONS AT DOOR OPENINGS SHALL BE 1/2" LOWER THAN THE FINISHED FLOOR SLAB ELEVATIONS.
10. THE MAXIMUM CROSS SLOPE OF WALKING SURFACES SHALL NOT EXCEED 2%.
11. INSTALL SILT FENCE AROUND THE SITE.
12. PROPERTY DEVELOPMENT MUST COMPLY WITH SECTION 14-8.12 (RELOCATION OF GUNNISON'S PRAIRIE DOGS.)

CASE # _____

0 5 10 20
SCALE: 1" = 10'

GRADING AND DRAINAGE PLAN

SCALE: 1" = 10'
CONTOUR INTERVAL= 1'

CITY REVIEW		
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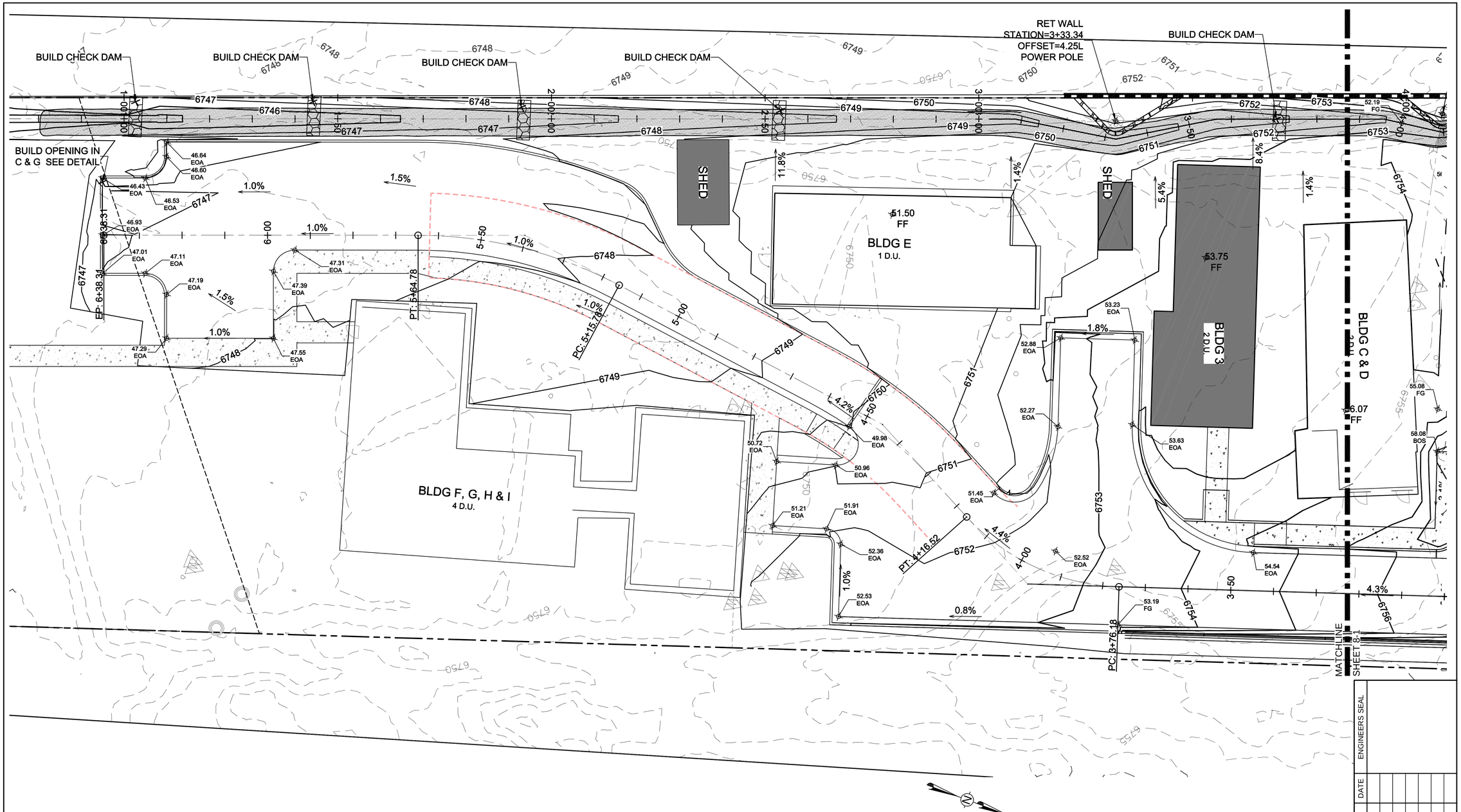
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GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-1

ENGINEERS SEAL
DATE
REVISIONS

EXHIBIT B



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.

0 5 10 20
SCALE: 1" = 10'

GRADING AND DRAINAGE MAP

SCALE: 1" = 10'
CONTOUR INTERVAL= 1'

CASE # _____

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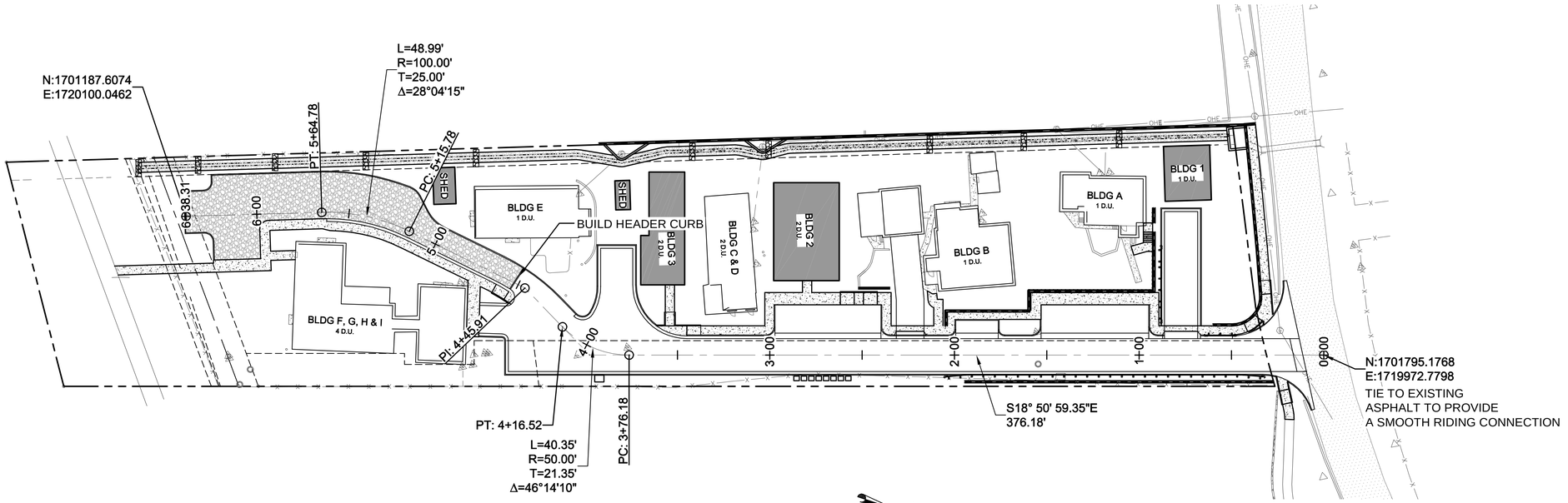
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-2

ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B

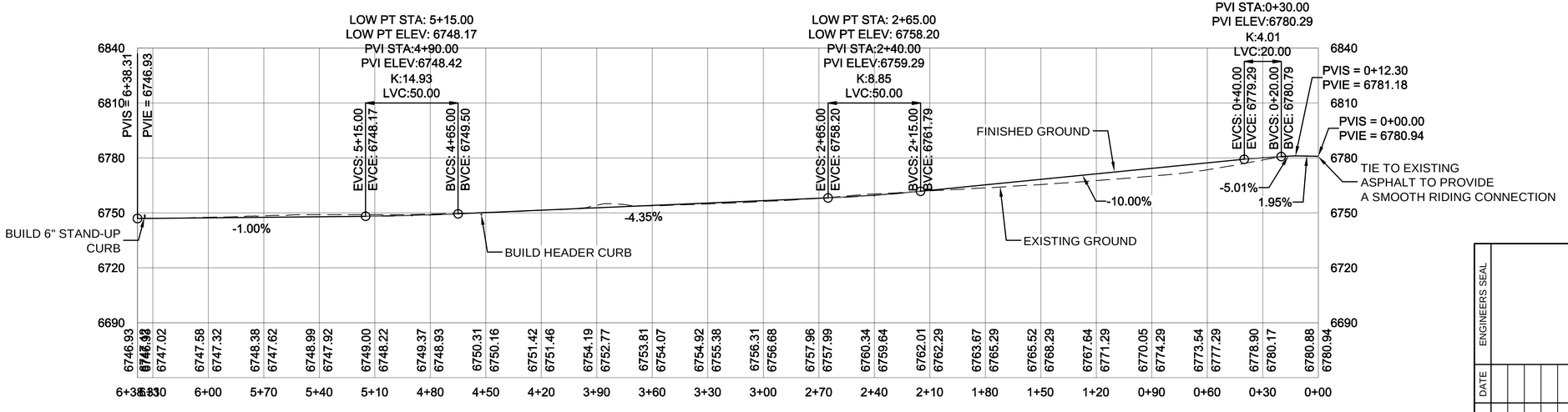


DRIVEWAY - PLAN VIEW

SCALE: 1" = 30' DESIGN SPEED = 15 MPH

0 15 30 60

SCALE: 1" = 30'



DRIVEWAY - PROFILE VIEW

SCALE HORIZ: 1" = 30'
VERT: 1" = 30'

0 15 30 60

SCALE: 1" = 30'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

DRIVEWAY PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	9-1

CITY OF SANTA FE SIGNING AND STRIPING NOTES:

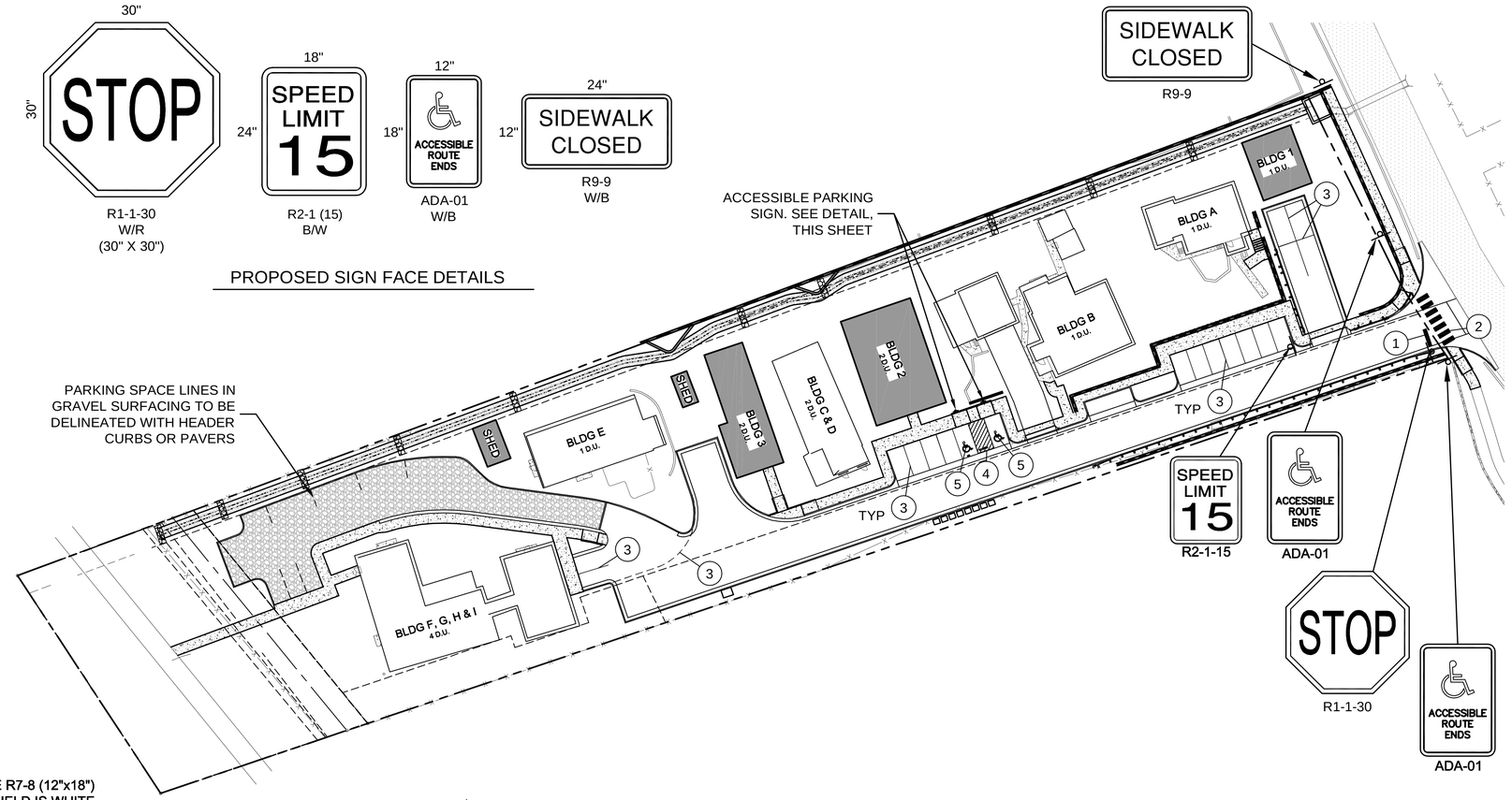
SIGN AND POST REQUIREMENTS

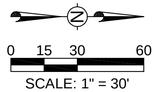
1. ALL ALUMINUM PANEL SIGNING AND STEEL POSTS SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); *CURRENT* EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (SSHBC).
2. ALL SIGNING SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - *CURRENT* 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.

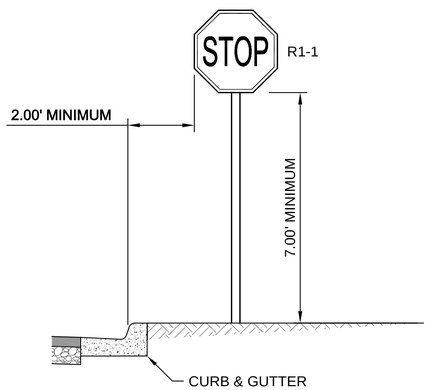
PROPOSED SIGN FACE DETAILS





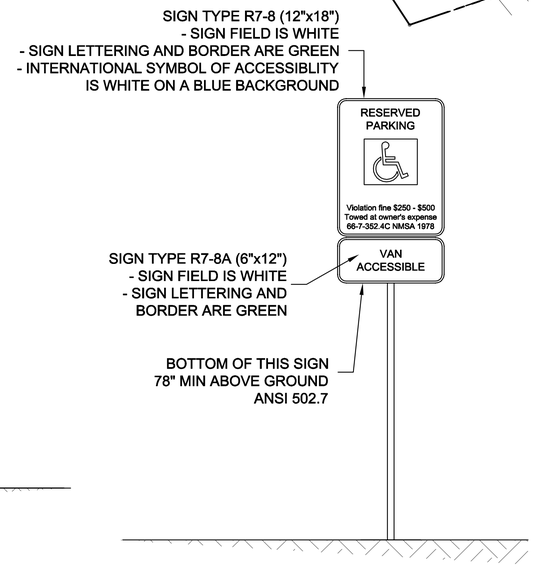
SIGNING AND STRIPING PLAN

SCALE: 1" = 30'



TYPICAL SIGN PLACEMENT

SCALE: N.T.S.



ACCESSIBLE SIGN DETAIL

SCALE: N.T.S.

STRIPING KEY ⓧ	
1	24" WHITE STOP BAR - RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE
2	24" WHITE CROSSWALK - RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE
3	4" WHITE STRIPE [PAINT] DOUBLE APPLICATION AFTER 14 DAYS
4	4" BLUE STRIPE [PAINT] DOUBLE APPLICATION AFTER 14 DAYS
5	PREFORMED MARKING - INTERNATIONAL SYMBOL OF ACCESSIBILITY

ENGINEER'S SEAL

DATE

REVISIONS

CASE # _____

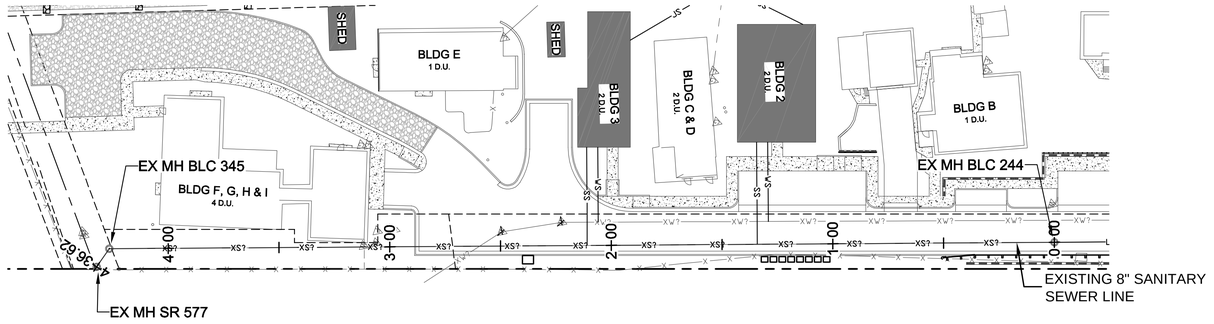
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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REZONING AND DEVELOPMENT PLAN
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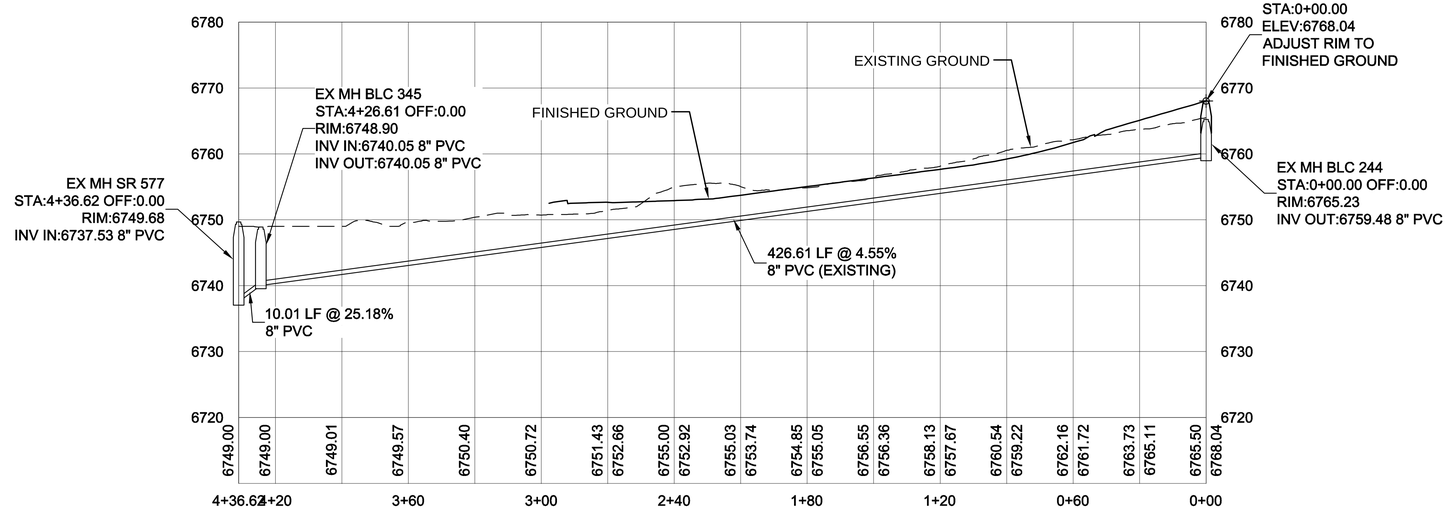
SIGNING AND STRIPING PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	10-1



EXISTING SANITARY SEWER LINE - PLAN VIEW

SCALE: 1" = 30'



EXISTING SANITARY SEWER LINE - PROFILE VIEW

SCALE HORIZ: 1" = 30'
VERT: 1" = 10'

0 15 30 60
SCALE: 1" = 30'

0 5 10 20
SCALE: 1" = 10'

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		

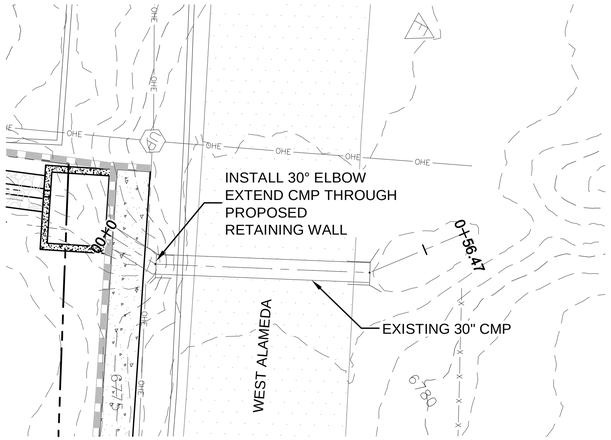
CASE # _____

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REZONING AND DEVELOPMENT PLAN
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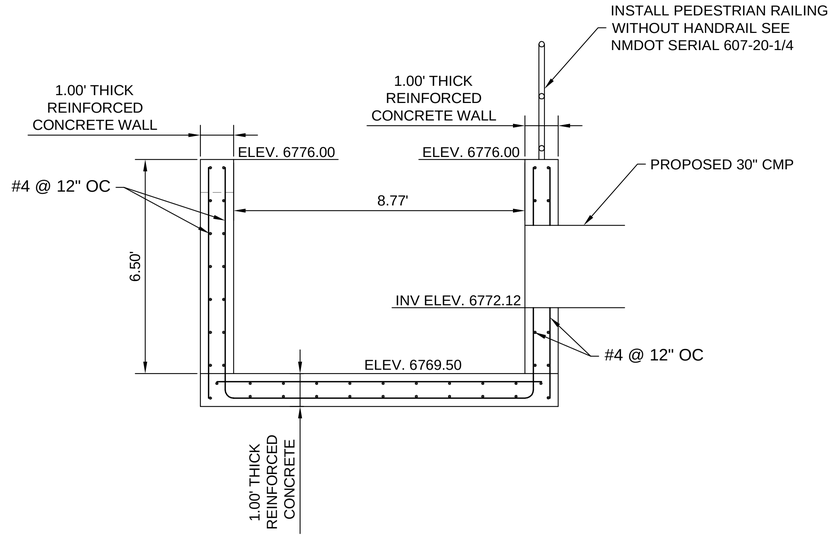
SANITARY SEWER PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	11-1



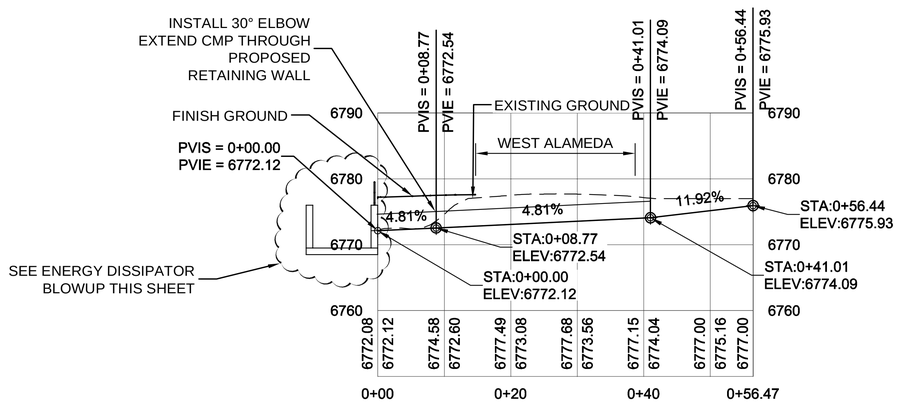
EXISTING 30" CMP - PLAN VIEW

SCALE: 1" = 10'



ENERGY DISSIPATOR BLOWUP

SCALE: 1" = 2'



EXISTING 30" CMP - 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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

STRUCTURE SECTIONS

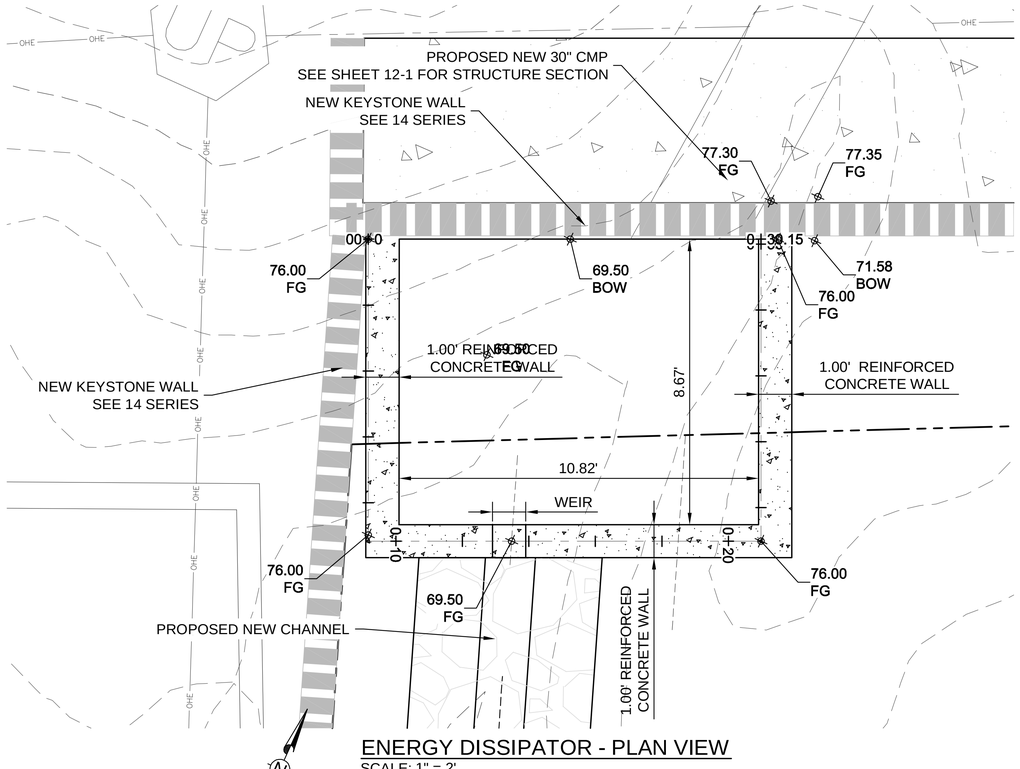
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	12-1

ENGINEER'S SEAL

DATE

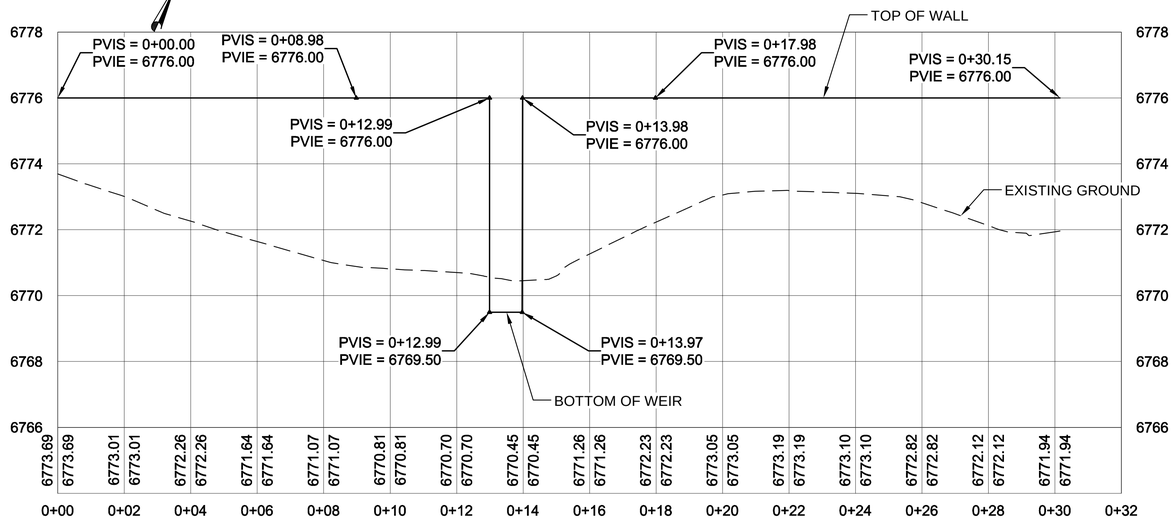
REVISIONS

EXHIBIT B



ENERGY DISSIPATOR - PLAN VIEW

SCALE: 1" = 2'



ENERGY DISSIPATOR - PROFILE VIEW

SCALE HORIZ: 1" = 2'
VERT: 1" = 2'

0 1 2 4
SCALE: 1" = 2'

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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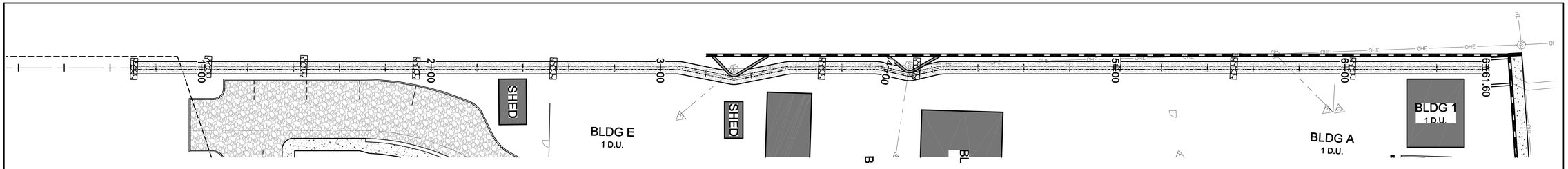
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

ENERGY DISSIPATOR PLAN AND PROFILE

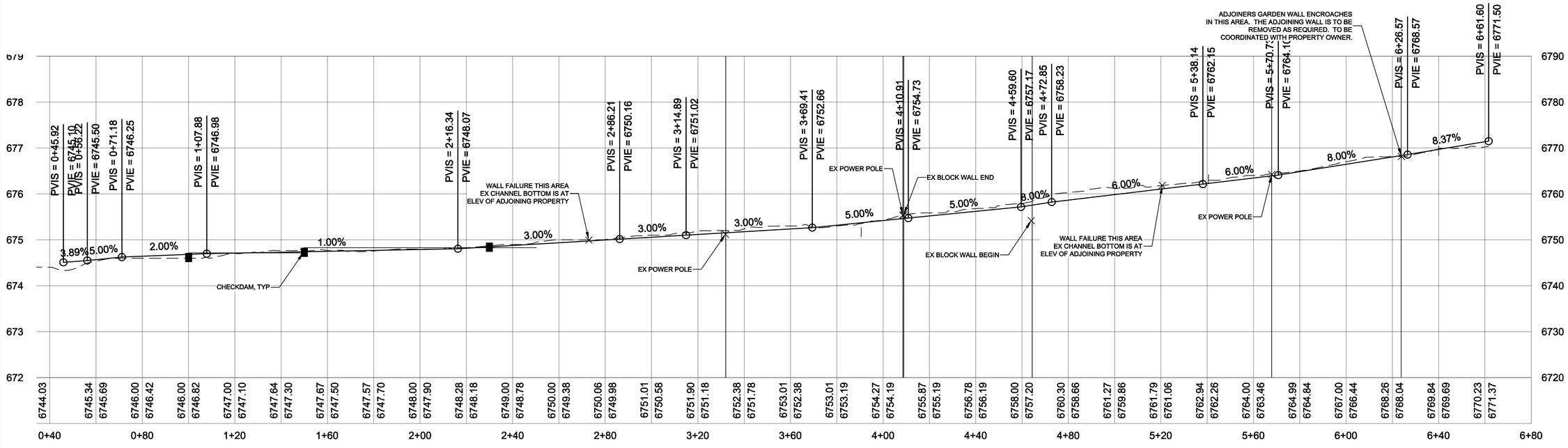
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 2'	12-2

ENGINEERS SEAL
DATE
REVISIONS

EXHIBIT B



CHANNEL - PLAN VIEW
SCALE: 1" = 20'



CHANNEL - PROFILE VIEW
SCALE HORIZ: 1" = 20'
VERT: 1" = 10'

0 10 20 40
SCALE: 1" = 20'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL PLAN AND PROFILE

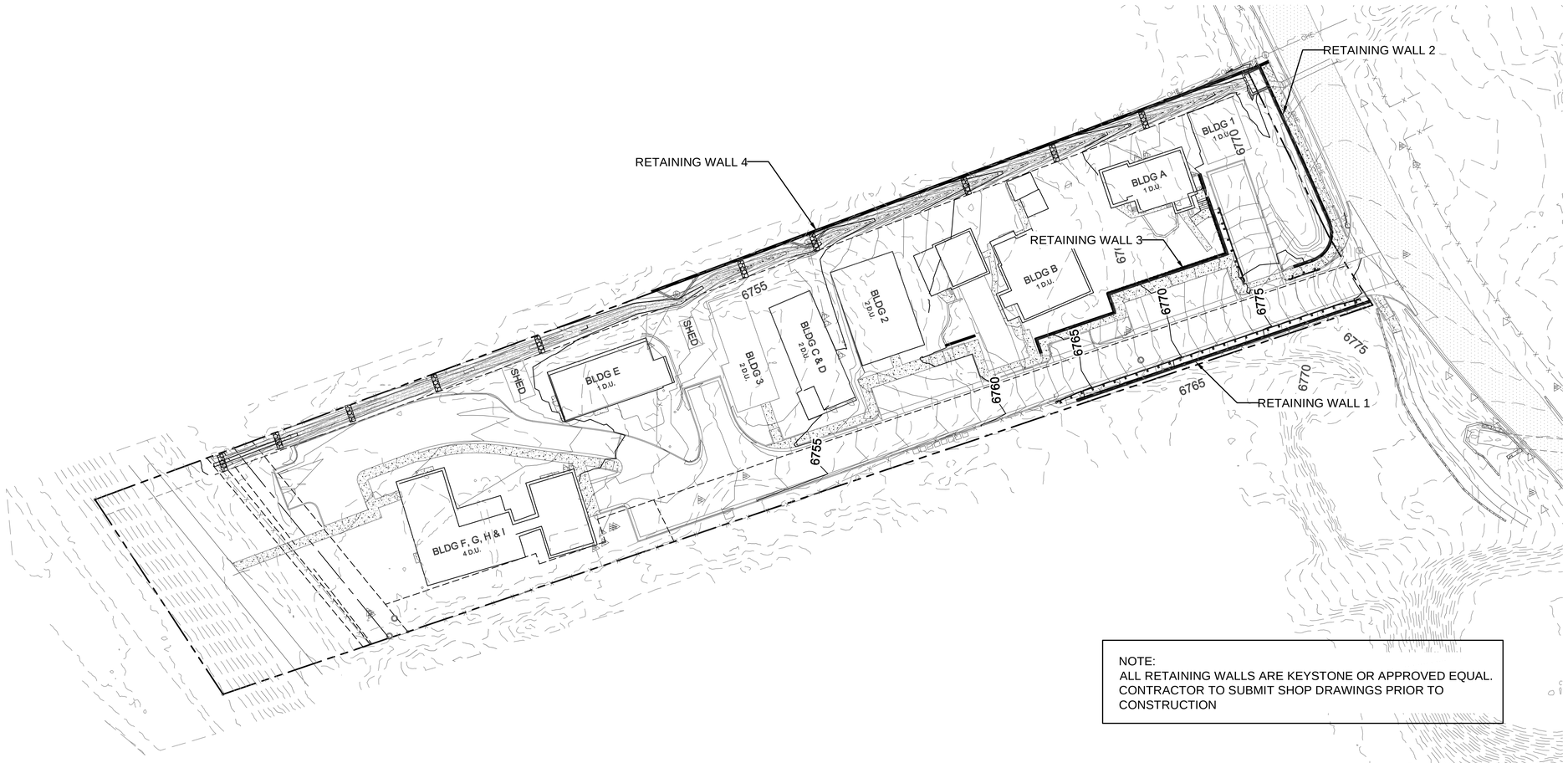
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 20'	13-1

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL.
CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

0 15 30 60
SCALE: 1" = 30'

RETAINING WALL LOCATION PLAN

SCALE: 1" = 30'

ENGINEERS SEAL

DATE

REVISIONS

CASE # _____

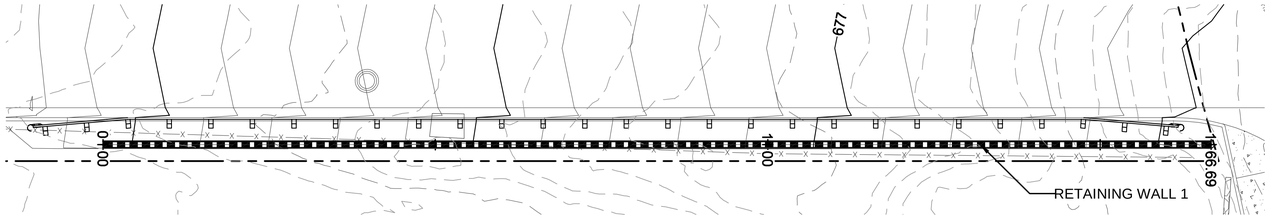
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

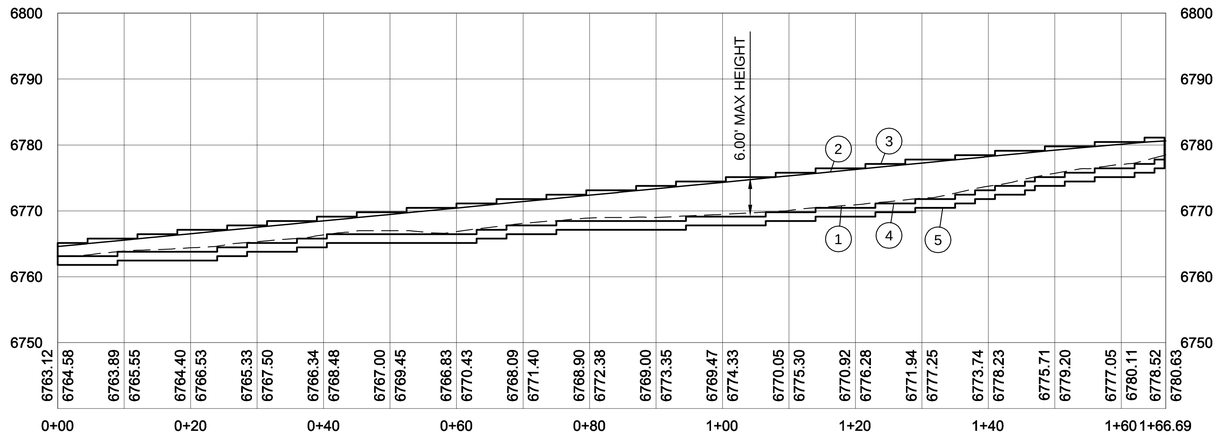
RETAINING WALL LOCATION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	14-1



RETAINING WALL 1 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 1 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. EXISTING GROUND
2. FINISHED GROUND
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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		

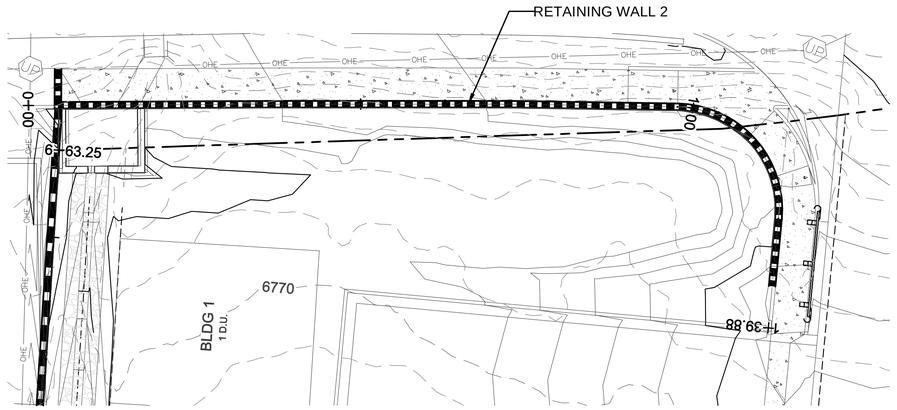
CASE # _____

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

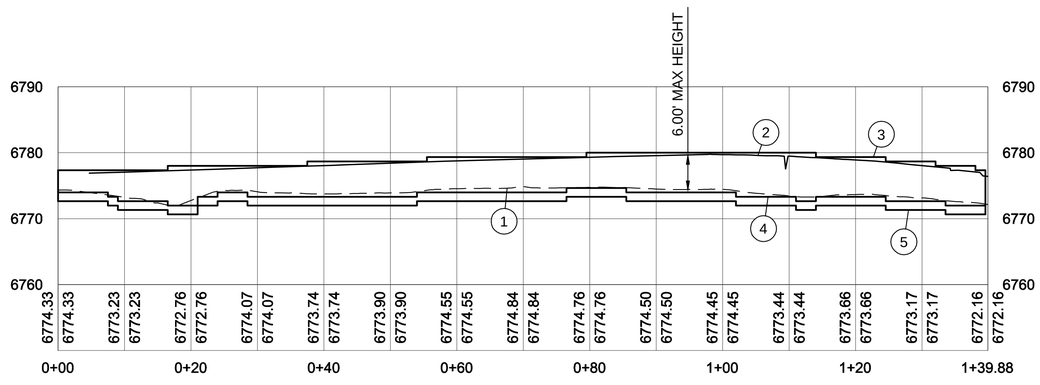
RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-2



RETAINING WALL 2 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 2 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. EXISTING GROUND
2. FINISHED GROUND
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20

SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

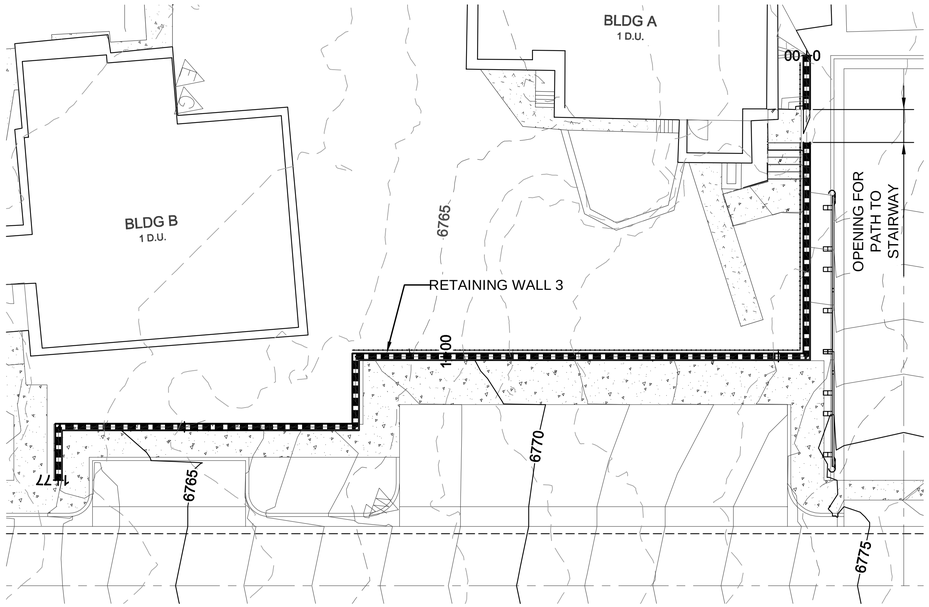
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-3

ENGINEER'S SEAL

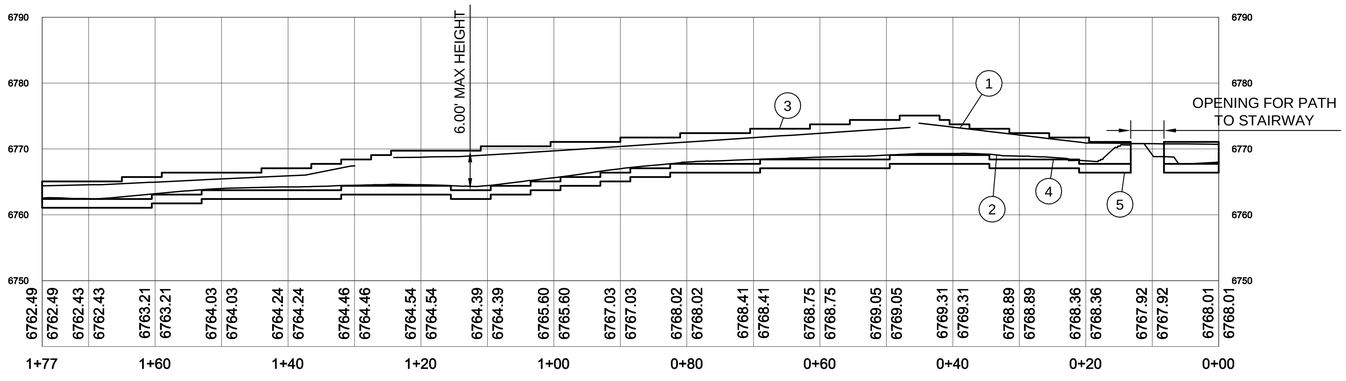
DATE

REVISIONS

EXHIBIT B



RETAINING WALL 3 - PLAN VIEW
SCALE: 1" = 10'



RETAINING WALL 3 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT TOP OF WALL
2. FINISHED GROUND AT BOTTOM OF WALL
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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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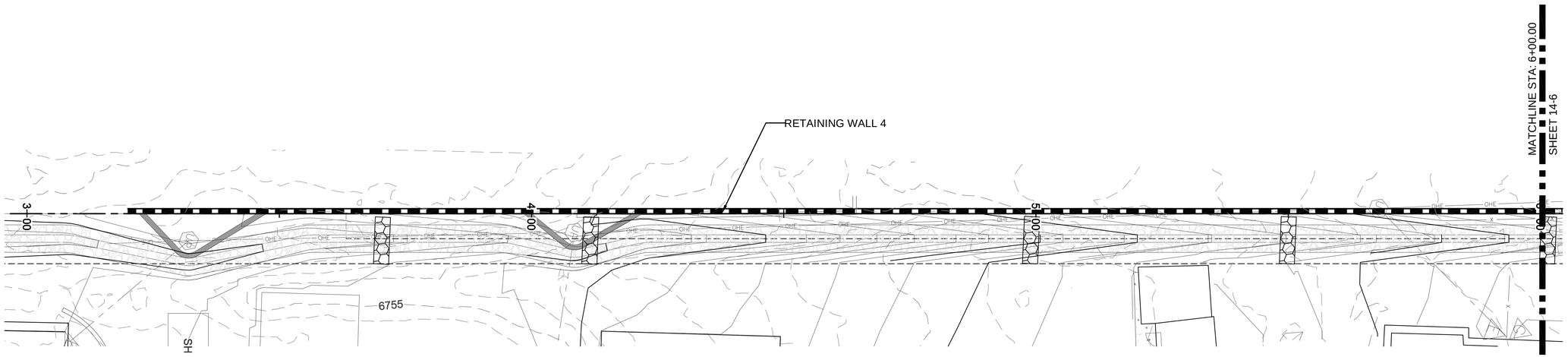
REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-4

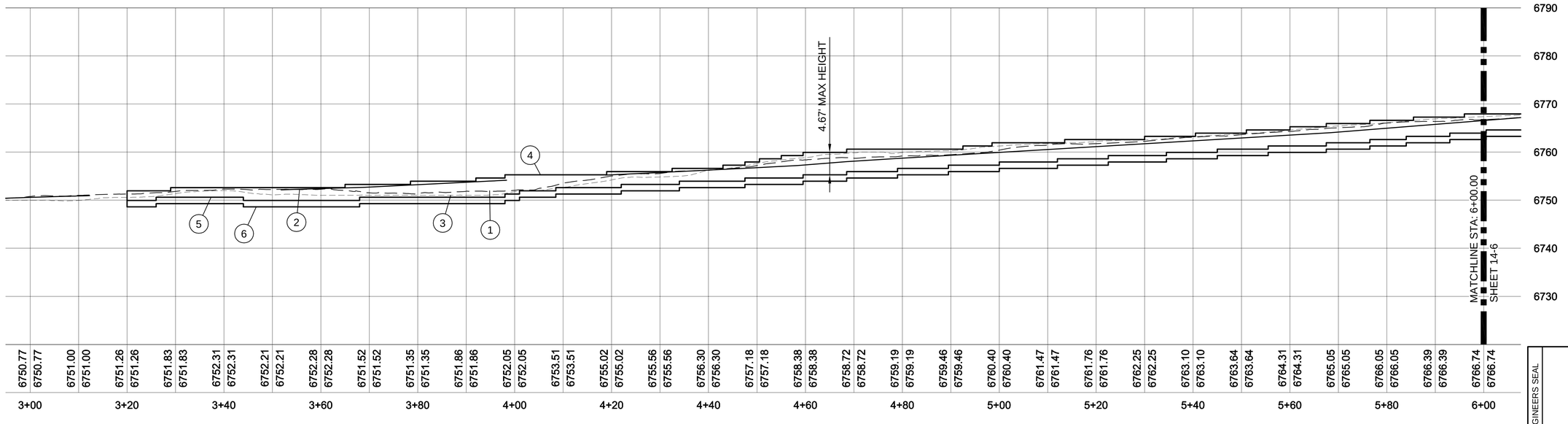
ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B



RETAINING WALL 4 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 4 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT EDGE OF WALL
2. EXISTING GROUND AT PROPERTY LINE
3. EXISTING GROUND 5' DOWNSTREAM
4. TOP OF WALL
5. BOTTOM OF WALL (EXPOSED FACE)
6. BOTTOM OF WALL (BELOW GROUND)

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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		

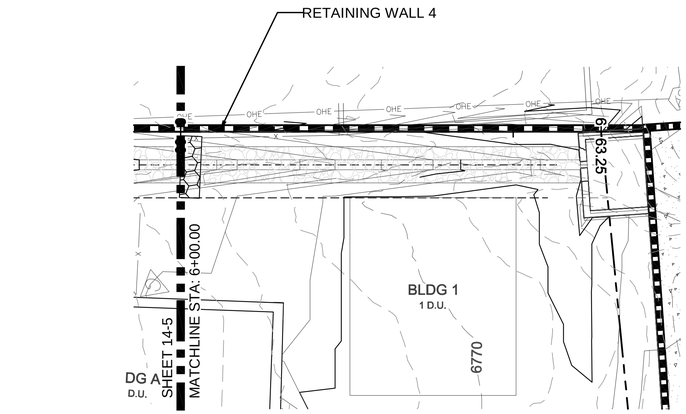
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(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

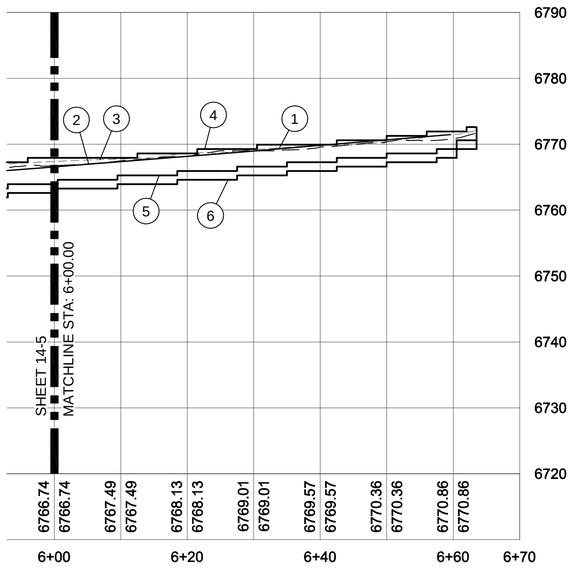
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-5

ENGINEER'S SEAL
DATE
REVISIONS



RETAINING WALL 4 - PLAN VIEW (CONT'D)

SCALE: 1" = 10'



RETAINING WALL 4 - PROFILE VIEW (CONT'D)

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT EDGE OF WALL
2. EXISTING GROUND AT PROPERTY LINE
3. EXISTING GROUND 5' DOWNSTREAM
4. TOP OF WALL
5. BOTTOM OF WALL (EXPOSED FACE)
6. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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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REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

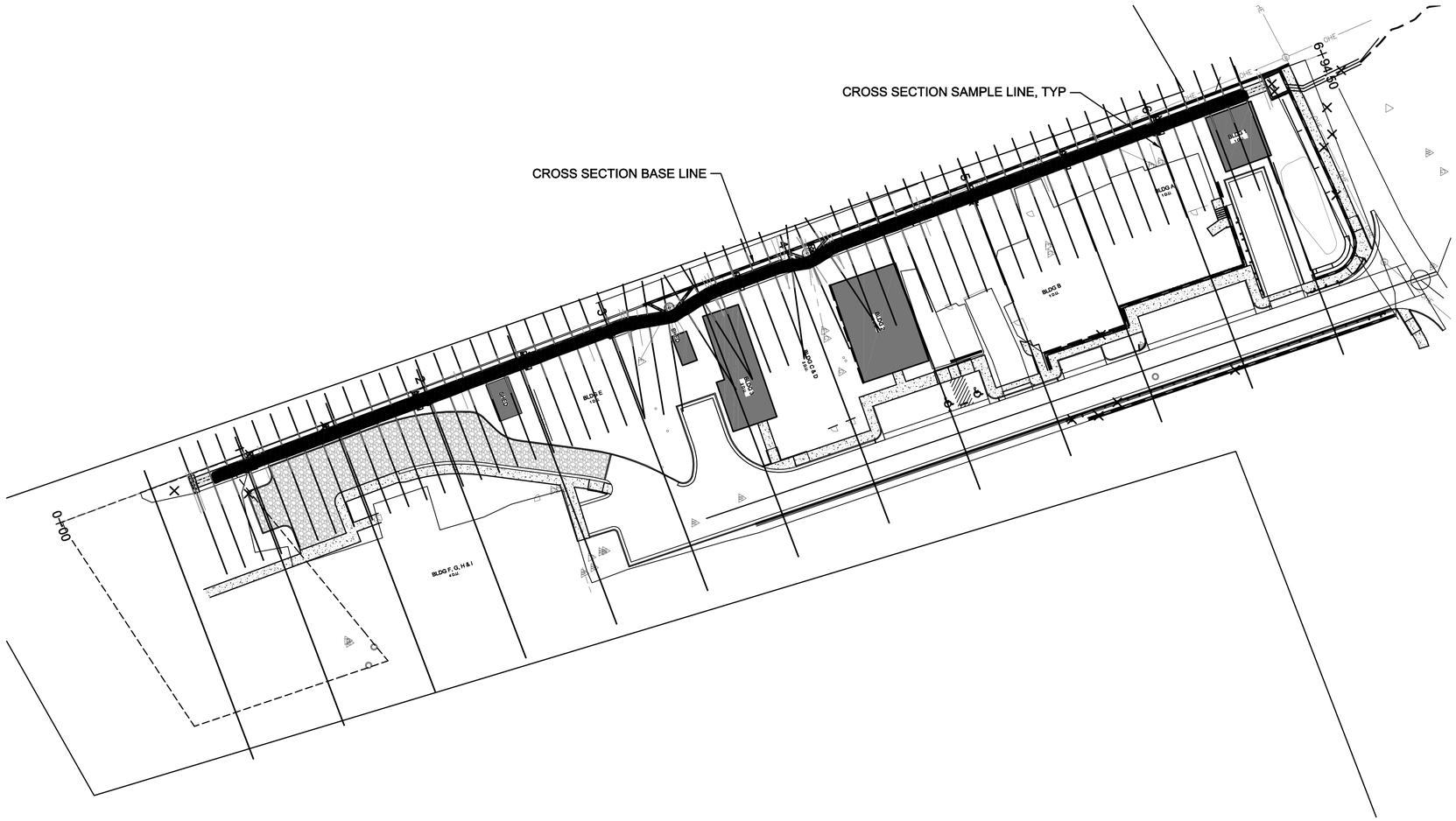
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-6

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



SITE CROSS SECTION LOCATION PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTION LOCATION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	15-1

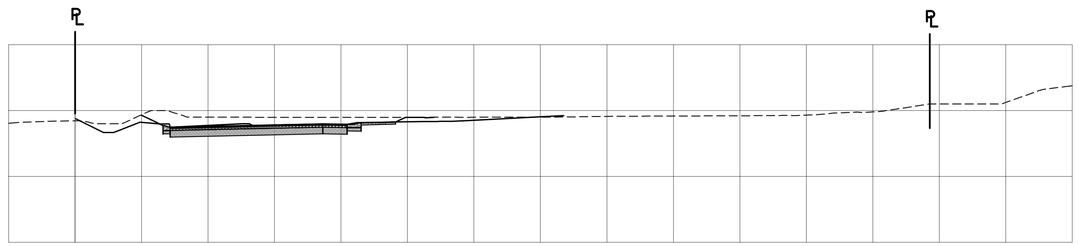
ENGINEERS SEAL

DATE

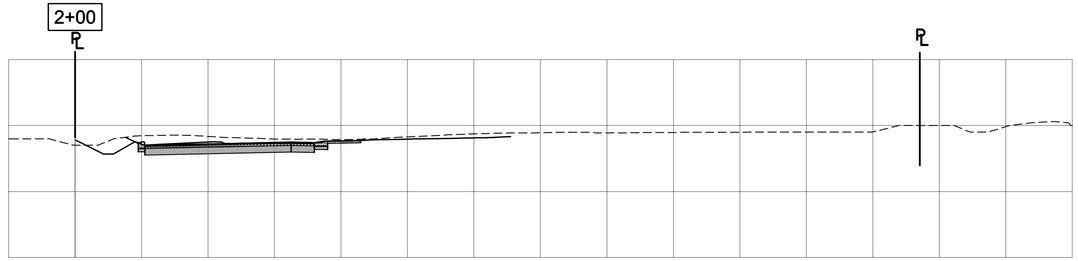
REVISIONS

WEST

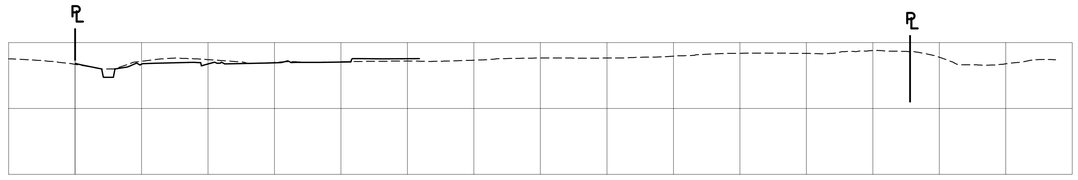
EAST



2+00



1+50



1+00

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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-2

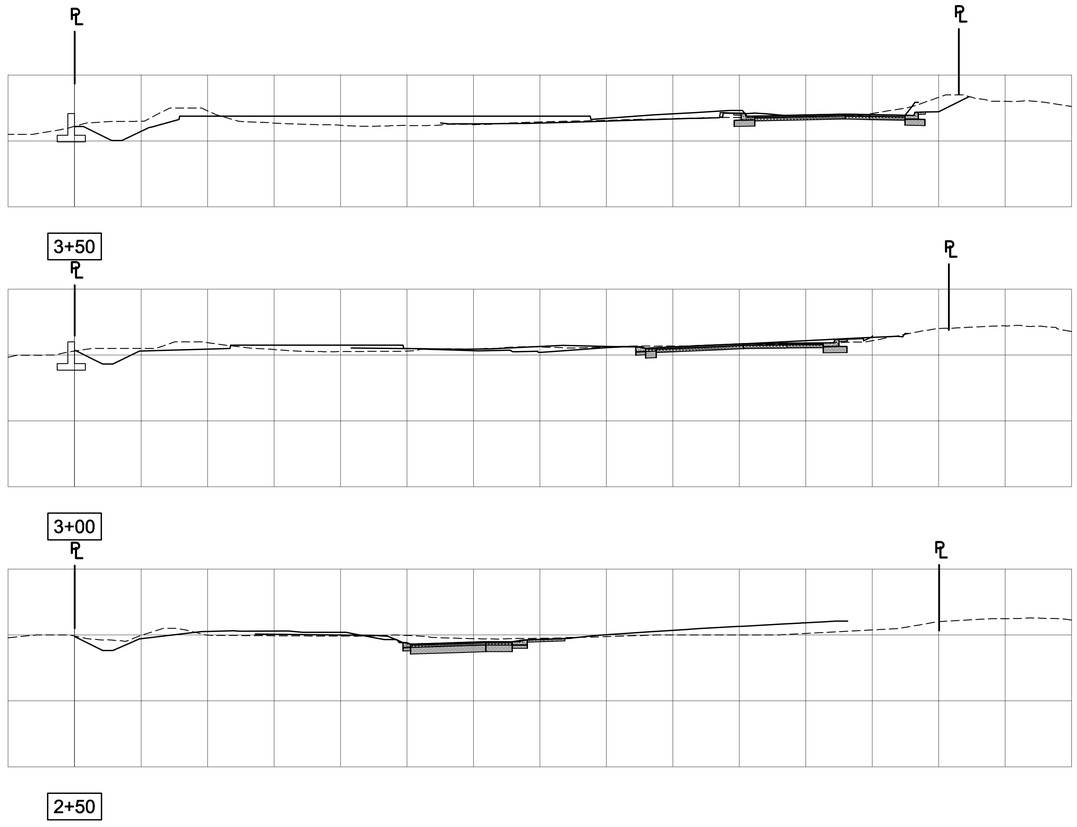
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



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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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-3

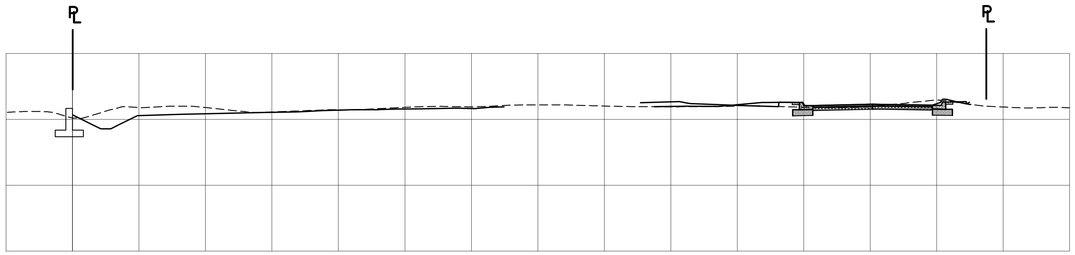
ENGINEERS SEAL

DATE

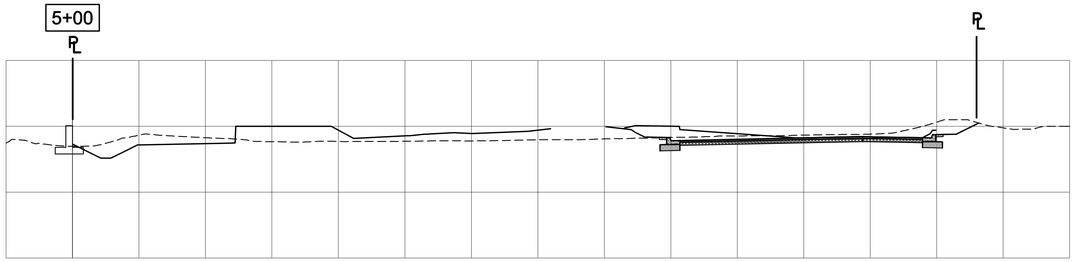
REVISIONS

WEST

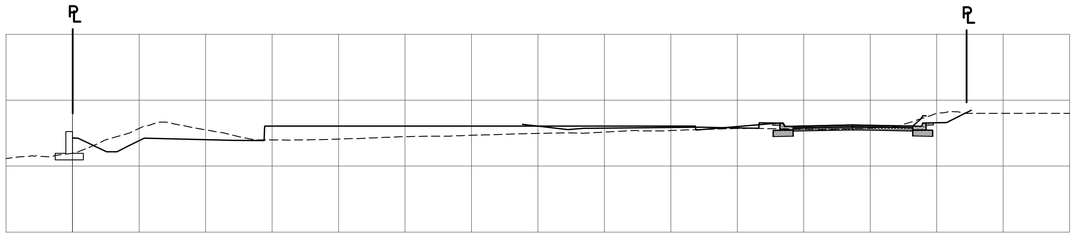
EAST



5+00



4+50



4+00

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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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-4

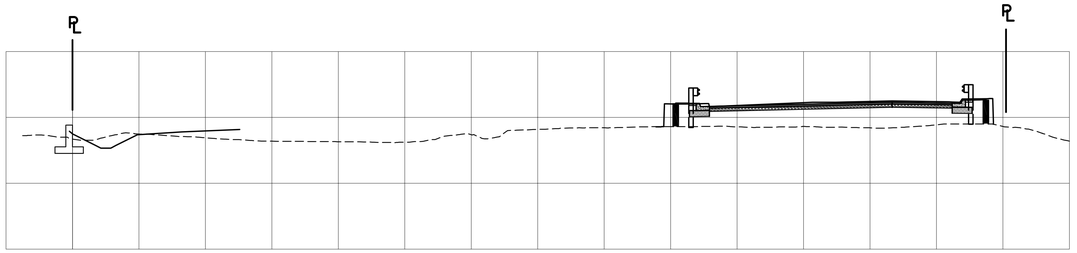
ENGINEER'S SEAL

DATE

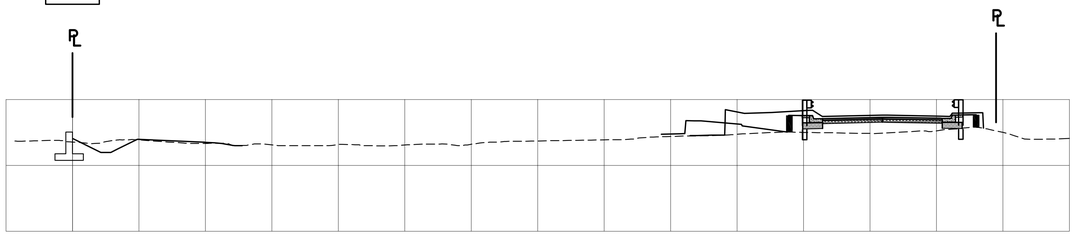
REVISIONS

WEST

EAST



6+00



5+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		

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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-5

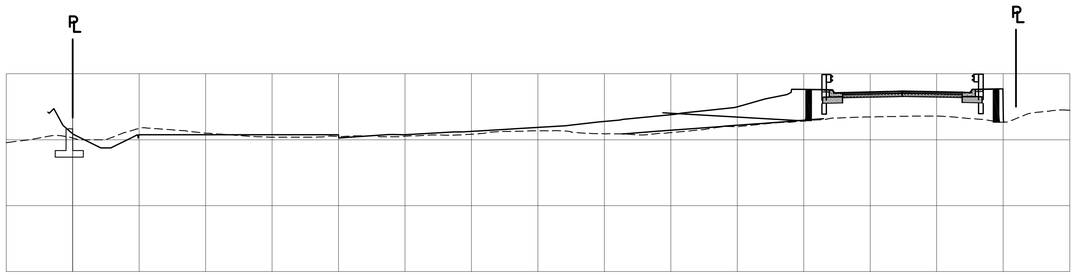
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



6+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		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

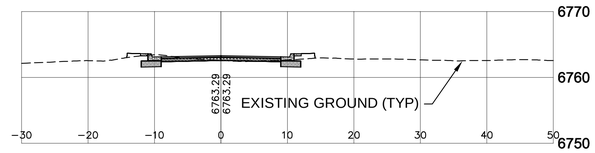
SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-6

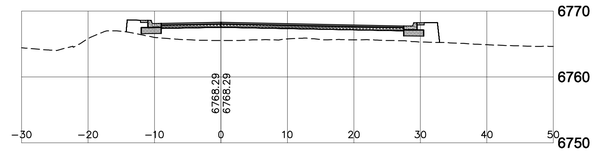
ENGINEER'S SEAL

DATE

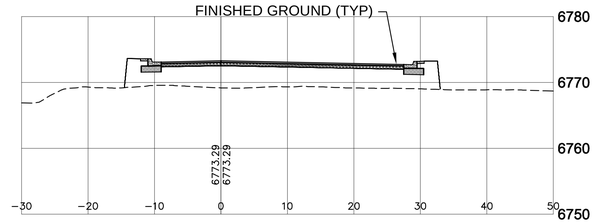
REVISIONS



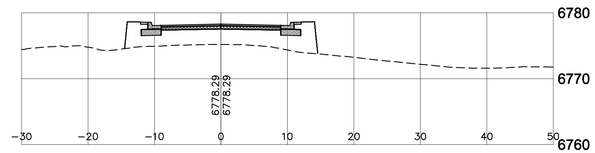
2+00



1+50



1+00



0+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		
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

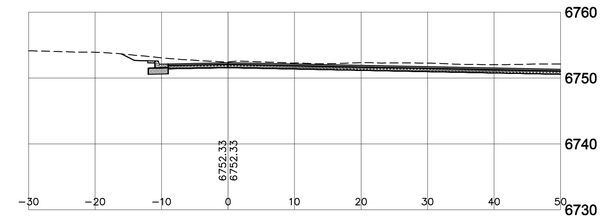
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-7

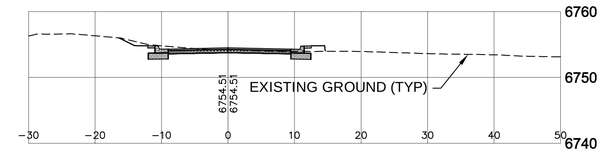
ENGINEER'S SEAL

DATE

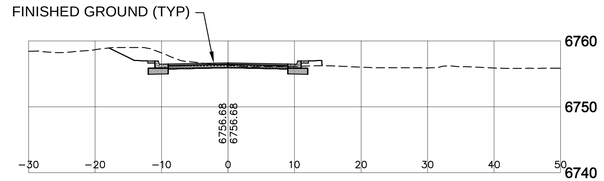
REVISIONS



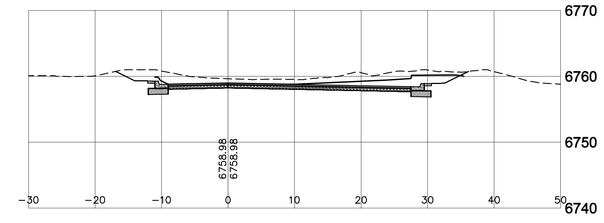
4+00



3+50



3+00



2+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		

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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

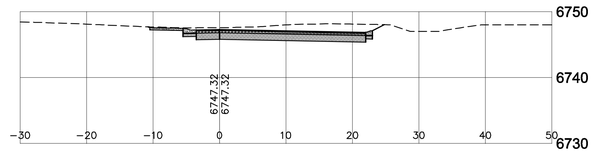
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-8

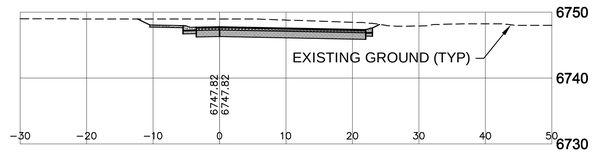
ENGINEER'S SEAL

DATE

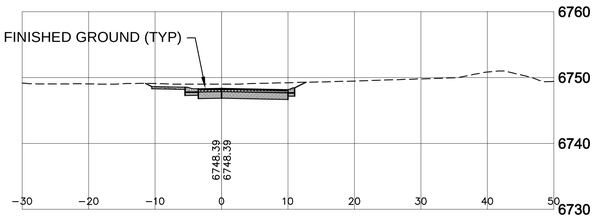
REVISIONS



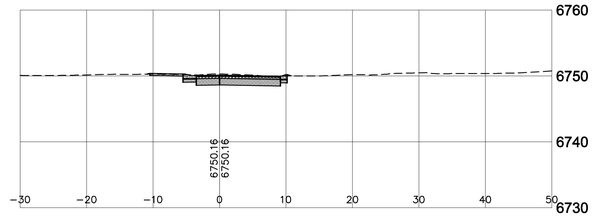
6+00



5+50



5+00



4+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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

ROADWAY CROSS SECTIONS

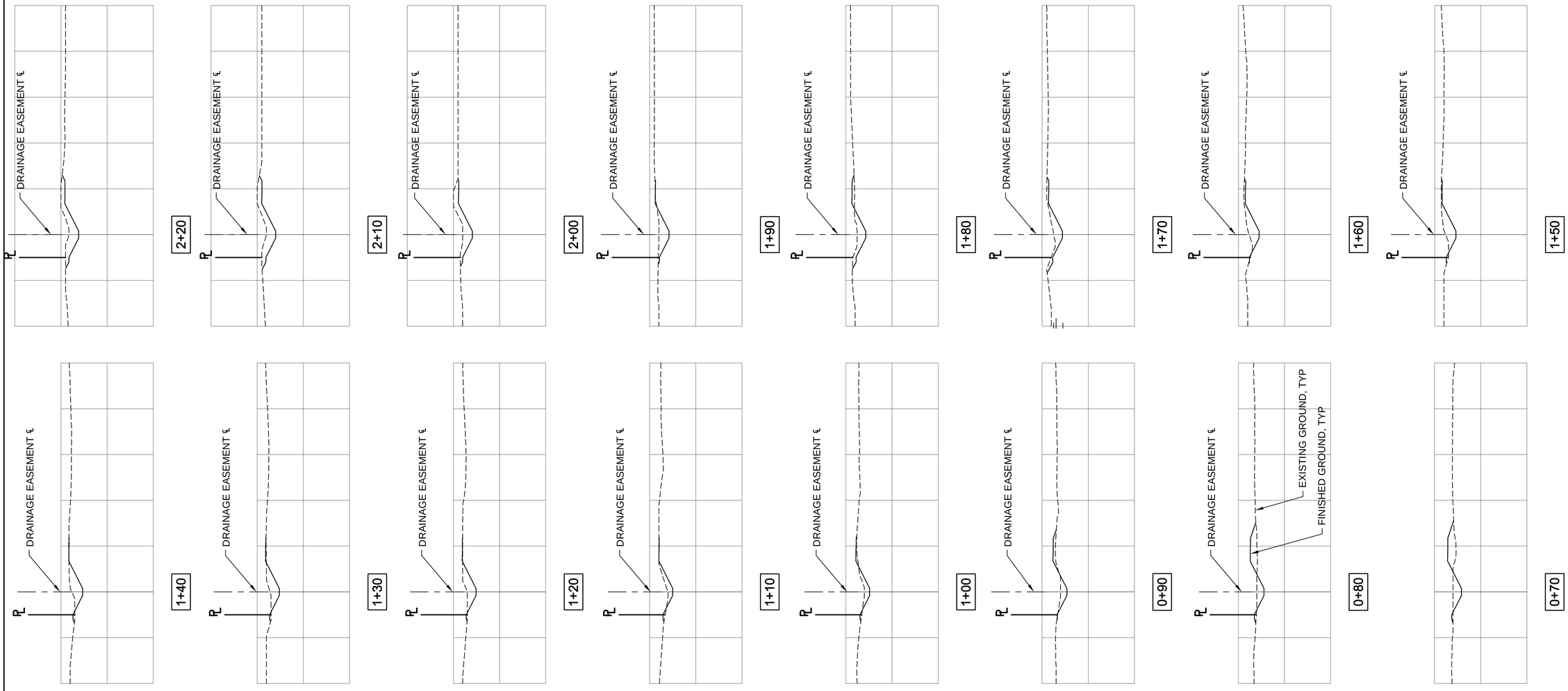
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-9

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL CROSS SECTIONS

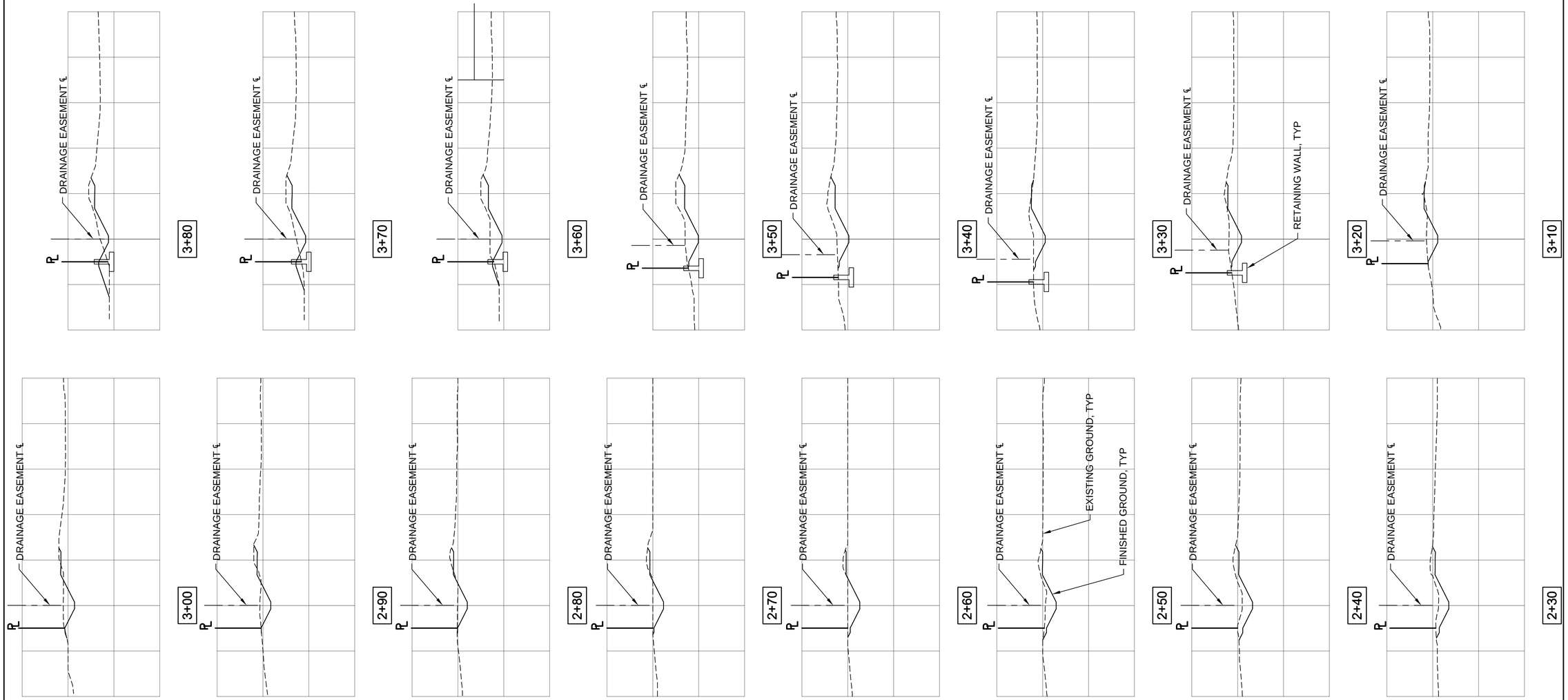
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-10

ENGINEERS SEAL

DATE

REVISIONS

EXHIBIT B



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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

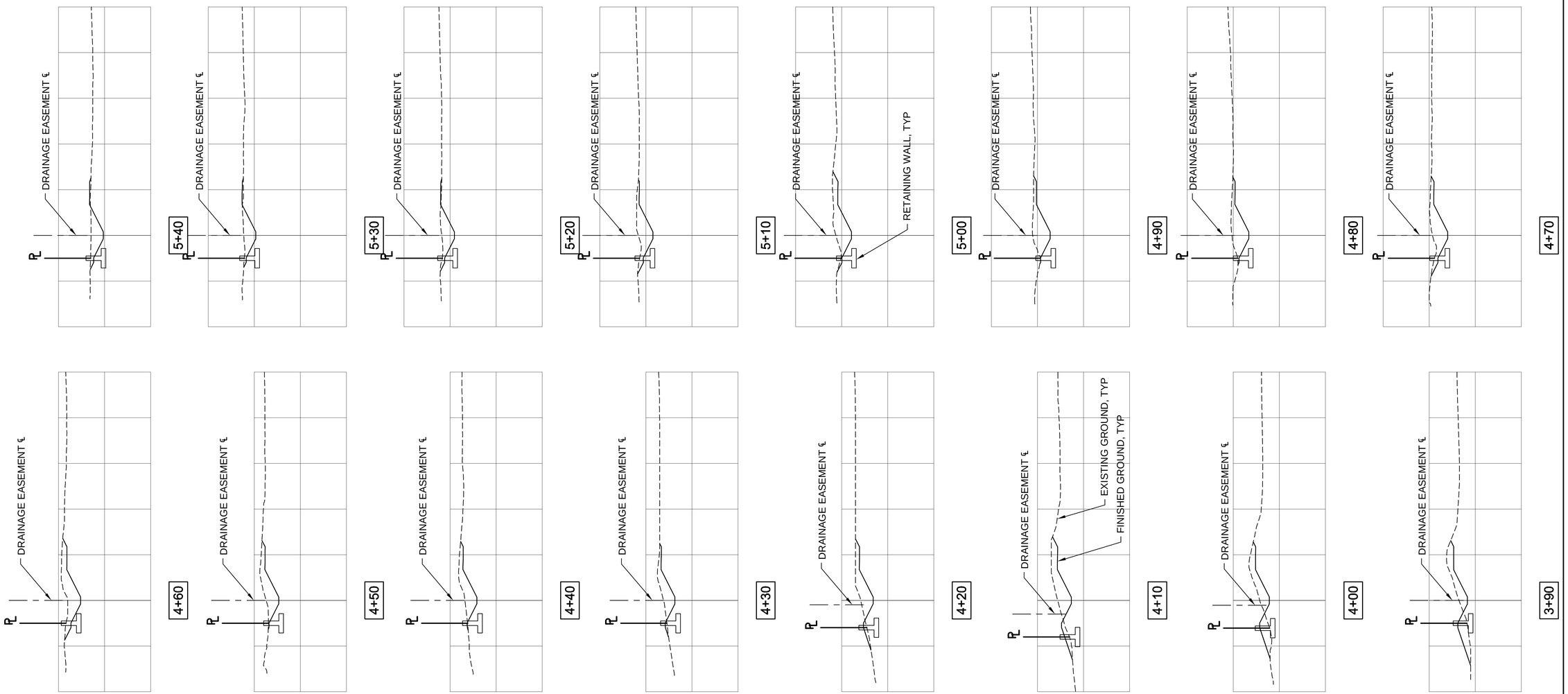
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-11

ENGINEERS SEAL

DATE

REVISIONS



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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LOS CANALES
SANTA FE, NEW MEXICO

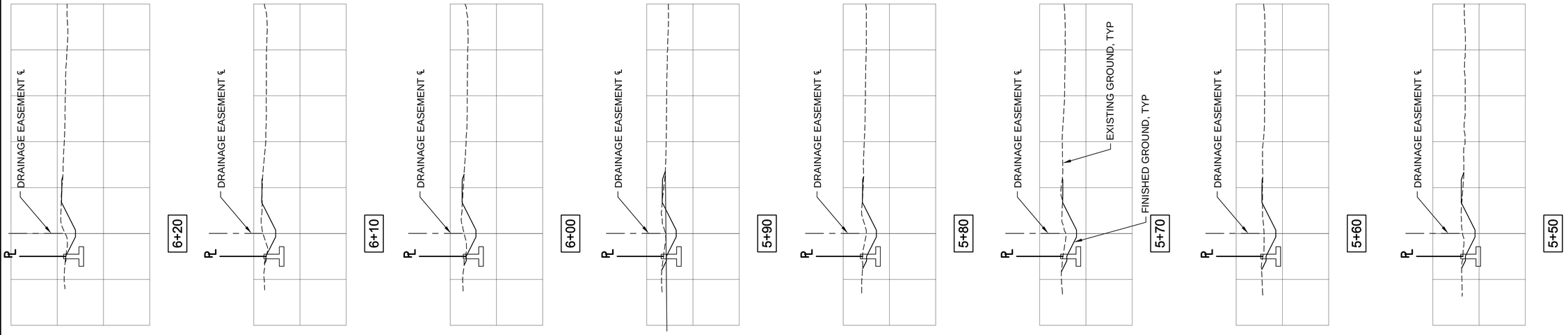
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-12

ENGINEERS SEAL

DATE

REVISIONS



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

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-13

ENGINEER'S SEAL

DATE

REVISIONS

STORM WATER POLLUTION PREVENTION PLAN
2190 WEST ALAMEDA STREET
SANTA FE, NEW MEXICO

1. SITE AND PROJECT DESCRIPTION

The project site is currently developed with several residential units. The site is bordered by West Alameda Street to the north, The Santa Fe River to the South, a partially developed residential tract to the West, and a fully developed residential subdivision to the East.

1.1 Owner Operator:
Homewise, Inc.
1301 Siler Road, Bldg D
Santa Fe, NM 87507

Construction Operator (Separate NPDES Permit needed).

_____

_____

_____

_____

Telephone: _____

Fax: _____

1.2 Location of the site:

The site is located in Township 17 North, Range 9 East, Section 27, in Santa Fe, New Mexico.

The latitude and longitude are as follows:

Latitude: 35˚40'32" N
Longitude: 105˚58'54" W

1.3 The total area of the site:

2.01 ± acres

1.4 The area of the site that is expected to be disturbed:

2.01 ± 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 1-1.

1.7.2 Drainage patterns:

Grading and Drainage Plans, 8 series.

1.7.3 Approximate slopes after major grading.

Permanent Erosion Control Plan, 16-3.

1.7.4 Outline area of disturbance:

Permanent Erosion Control Plan, sheet 16-3.

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 16-2.

1.7.7 Areas where stabilization practices are expected to occur.

Permanent Erosion Control Plan, sheet 16-3.

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.

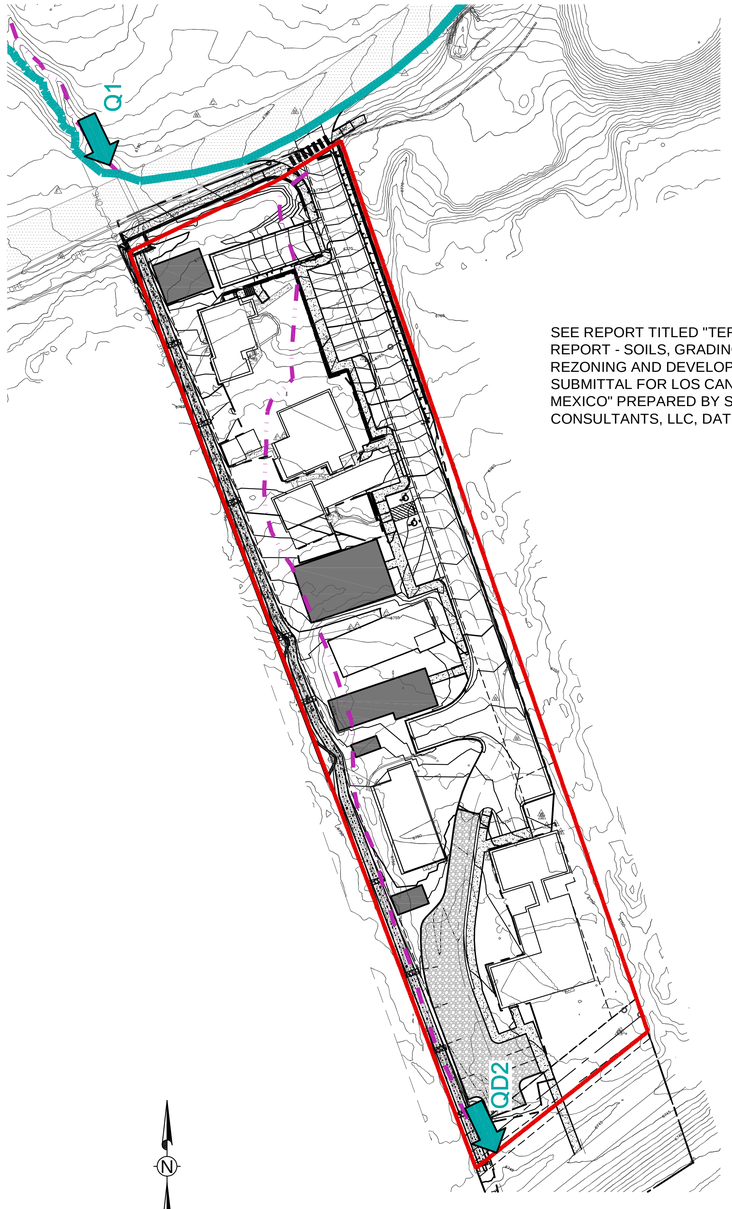
2.7 Plan Amendment:

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.

CASE # _____



SEE REPORT TITLED "TERRAIN MANAGEMENT REPORT - SOILS, GRADING, AND DRAINAGE FOR REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR LOS CANALES, SANTA FE, NEW MEXICO" PREPARED BY SANTA FE ENGINEERING CONSULTANTS, LLC, DATED SEPEMBER 2021

N

0 20 40 80
SCALE: 1" = 40'

DEVELOPED CONDITIONS DRAINAGE MAP
SCALE: 1" = 40', CONTOUR INTERVAL = 1'

ENGINEER'S SEAL

DATE

REVISIONS

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

STORM WATER POLLUTION PREVENTION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 200'	16-1

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

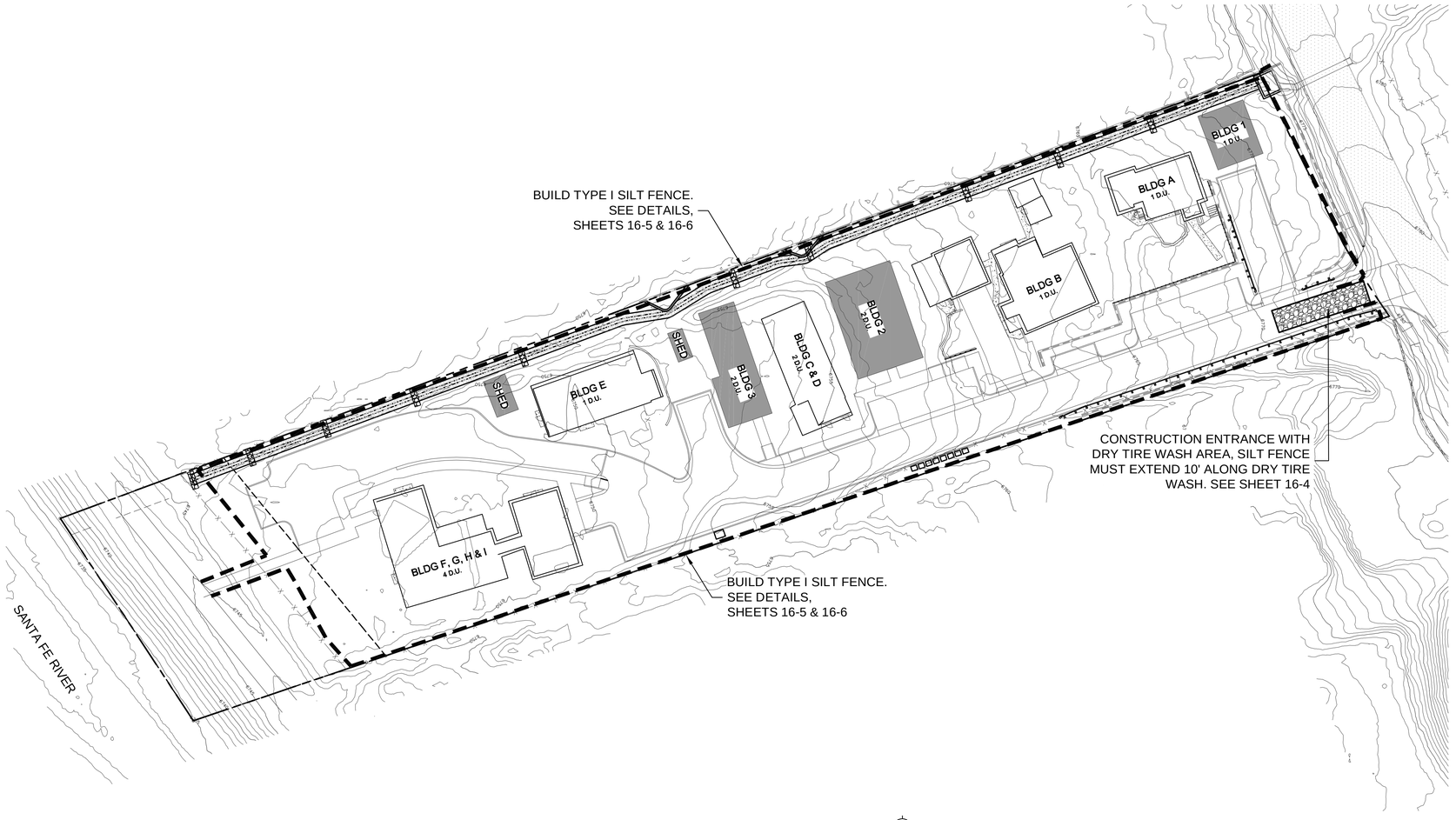
1. DISTURBED AREAS, STABILIZATION AND STRUCTURAL CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING DAY OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE 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

AS DIRECTED BY CITY STAFF
TYPE I SILT FENCE TO BE UTILIZED.
SEE SHEETS 16-5 & 16-6 FOR DETAILS



TEMPORARY EROSION CONTROL PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

ENGINEERS SEAL

DATE

REVISIONS

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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LANDSCAPE		
SUBDIVISION ENGINEER		

CASE # _____

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

TEMPORARY EROSION CONTROL PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	16-2

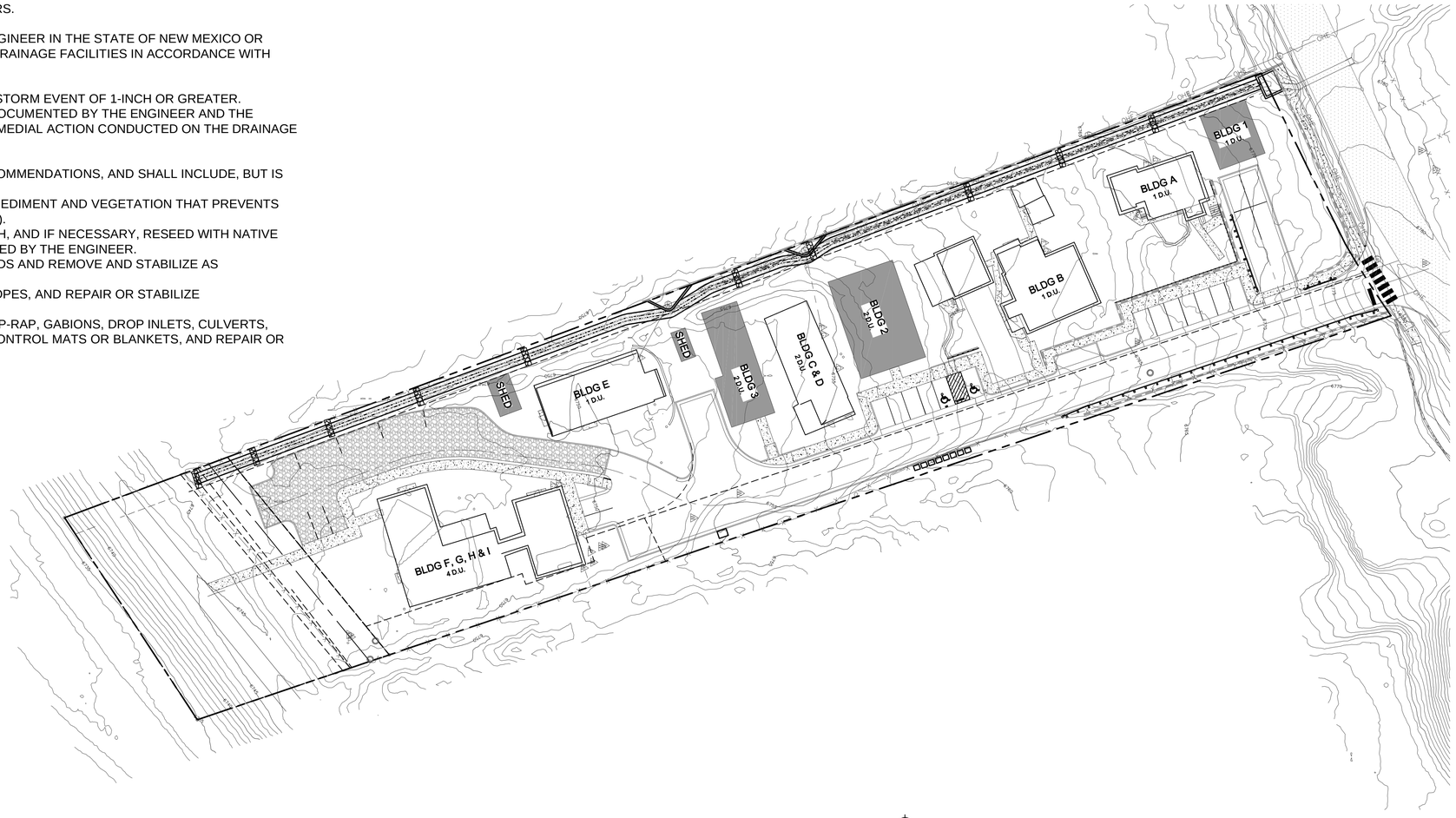
DRAINAGE FACILITIES MAINTENANCE NOTE

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.



PERMANENT EROSION CONTROL PLAN
SCALE: 1" = 30'

N

0 15 30 60
SCALE: 1" = 30'

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 16-4.
2. THE STAFF GAUGE SHALL BE CLEANED DURING SPRING AND FALL MAINTENANCE TO REMOVE ANY ACCUMULATION ON THE GAUGE.

CASE # _____

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
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ENGINEER'S SEAL | DATE | REVISIONS

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

PERMANENT EROSION CONTROL PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	16-3

EXHIBIT B

GURULE, GERALDINE A.

From: LOGSTON, LEE R.
Sent: Monday, November 1, 2021 10:29 AM
To: GURULE, GERALDINE A.
Subject: FW: Email for November 4th Meeting

From: Richard R <remainsmon@hotmail.com>
Sent: Monday, November 1, 2021 8:53 AM
To: LOGSTON, LEE R. <lrlogston@santafenm.gov>
Subject: Email for November 4th Meeting

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.

Greetings Lee.
Just wanted to introduce myself to the Planning Commission and everyone involved, and put in writing my concerns about the proposed site plan, and how it will affect my living situation. Firstly, I am serious about purchasing my unit, and have been engaging in the pre-sale process with Homewise advisor Anda Enache. I am 71 years old, have been tenant here for 20 years, and have always loved living here. I welcome the opportunity to purchase this place that I love, and hopefully I can do it. it suits my life perfectly and I feel very connected to it. The site plan, as proposed will place two 2 story units on the north and south sides of me, with 10 foot setbacks. Let me first point out that I have only two windows in my unit (not counting a small bathroom window), a south facing and a north, about 6 feet in length. The proposed buildings will significantly affect the sunlight that gets to my unit, and, in doing so, also effect a major source of heat in the winter. I have a front yard, which extends about 18 feet to the south of my unit. Given the proposed setbacks, this will be shortened, as well as deprived of sunlight. I have expressed my concerns to people working with Homewise. Most recently, I had a good talk with Lee Logston, who helped me greatly to understand the ins and outs of rezoning. I also talked with Jennifer Jenkins, at his recommendation, to express my concerns, and to understand more completely the legal rules affecting setback distances. The talk went well, she was very receptive, and indicated a willingness to engage in a dialog, that might make me feel more comfortable with the changes going forward. Thanks for listening and regards, Richard

P.S. Lee, would you mind shooting me back an email, just acknowledging that you received this. Thanks

EXHIBIT B

GURULE, GERALDINE A.

From: LOGSTON, LEE R.
Sent: Monday, November 1, 2021 5:04 PM
To: GURULE, GERALDINE A.
Subject: FW: Nov. 4th Planning Commission Public Hearing

From: Jeanne DiLoreto <jeanne.diloreto@gmail.com>
Sent: Monday, November 1, 2021 3:33 PM
To: LOGSTON, LEE R. <lrlogston@santafenm.gov>
Subject: Nov. 4th Planning Commission Public Hearing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Lee Logston,
Regarding the Los Canales Development at 2190 West Alameda, I am concerned that any construction does not violate the Solar Rights I have for my property at 149 Calle Don Jose, Santa Fe, 87501.
Although any violation of my Solar Rights may be unlikely, the developers should be aware of my Solar Rights, granted under the NM Solar Rights Act. These are the details:
- Boundary Survey with Cross Sections for Solar Rights for Jeanne DiLoreto, of Lot 9, Block 1, Rio Vista Subdivision
- County of Santa Fe, NM Instrument # 1784978 filed on January 26, 2016 and duly recorded in Plat Book 798 page 33; witnessed and notarized by the Santa Fe County Clerk
I also remain concerned about violation of the requirements for the River Trail Lofts development at 2180 West Alameda including but not limited to public pedestrian access to the River Trail and dedication to the city of the public sidewalk along West Alameda. The Planning Commission should be aware that these violations are done unilaterally and with impunity by the developer and the HOA, with no enforcement from city authorities. Pedestrians do use the sidewalk along this side of West Alameda, there is no sidewalk on the other side of the street.
Hopefully the requirements for Los Canales will be followed.
Otherwise, I fully support the Los Canales development especially including the 3 of the 14 units to be affordable. Although it appears to be changing, historically Santa Fe residents were not economically segregated, a legacy that makes our city unique and something we should continue and preserve.
Jeanne DiLoreto
149 Calle Don Jose
Santa Fe, NM 87501

EXHIBIT B

Item #21-0621

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4245
2190 W. Alameda Street; Los Canales Final Development Plan

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests approval of a final development plan for fourteen residential units (Project). The Property is zoned R-5 (Residential- five dwelling units per acre).

In related Case #2021-4244, the Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the final development plan Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval by the Governing Body of the final development plan, subject to Conditions and the technical corrections set forth in the Staff Report and exhibits.

Development Plan

7. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding development plans required for rezonings.
8. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4244, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
9. Under SFCC 1987 Section 14-4.2(E)(2), a R-7 rezoning request requires consideration and approval by the Commission and the Governing Body of a development plan for the property.
10. In this case, the Applicant wishes to establish custom setbacks through the development plan to account for existing conditions.
11. SFCC 1987 Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a recommendation to the Governing Body based on the criteria set out in SFCC 1987 Section 14-3.8(D).
12. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
13. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
14. 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 recommending approval a development plan.
15. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
16. SFCC 1987 Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings
17. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision ofaffordable housing in a neighborhood-sensitive manner.
18. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.

19. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Commission "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
20. The Commission finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. The Commission has the authority to review and make recommendations to the Governing Body regarding development plans related to rezoning requests.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested final development plan, subject to the conditions and technical corrections recommended by staff, because all applicable code requirements and criteria for recommendation of approval of the proposed final development plan have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the final development plan for the Property, as requested in the Application for Case #2021-4245, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The final development plan shall expire three years after issuance of Governing Body approval per SFCC 1987 Section 14-3.19(B)(4) unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC Section 14-3.19(B)(6).

Brian Gutierrez, Chair

11-15-2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk XIV

11/15/21
Date

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali
Assistant City Attorney

11/5/21
Date

Item #21-0622

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).

In related Case #2021-4245, the Applicant requests final development plan approval for fourteen residential units for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.

Rezoning

1. Pursuant to SFCC 1987 Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
2. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4245, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
3. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
4. In this case, the Applicant seeks a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
6. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i), the Commission finds that the criterion is not applicable.
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(ii), the Commission finds that the criterion is not applicable.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
12. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.

13. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
14. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Commission finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style
15. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Commission finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
16. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.
17. Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Commission finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the rezoning, as requested in the Application for Case #2021-4244.

Brian Gutierrez, Chair

11-15-2021
Date

EXHIBIT B

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

FILED:

Kristine Bustos-Mihelcic
City Clerk XIV

11/15/21
Date

APPROVED AS TO FORM:

Patricia Feghali
Assistant City Attorney

11/5/21
Date

SUMMARY INDEX
PLANNING COMMISSION MINUTES
NOVEMBER 4, 2021

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MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, November 4, 2021 - 6:00 pm
VIRTUAL HEARING

CALL TO ORDER

Chair Gutierrez was having technical difficulties; therefore, Vice Chair Hogan began the meeting.

A regular meeting of the City of Santa Fe Planning Commission was called to order by Vice Chair Hogan 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 Pilar Faulkner
Commissioner Jessica Lawrence
Commissioner Dan Pava

Members Absent
Commissioner Lee Garcia
Commissioner Dominic Sategna
One vacancy

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 Faulkner led the pledge of allegiance.

Mr. Berke introduced the new Planning Commissioner, Dan Pava.

Commissioner Pava said he served on the Commission from 2013 to 2015 and is looking forward to joining the Commission. He is a retired from the Labs and an environmental planner who has worked in California and Oregon and for Albuquerque, Los Alamos and Rio Rancho. He has associations with the American Planning Association and is a Fellow of the American Institute of Certified Planners. He said this is a crucial time to work for the Planning Commission in Santa Fe and take part in the important decisions, not just case-by-case, but the direction of the city.

Vice Chair Hogan welcomed Commissioner Pava and was glad he joined them. He asked Chair Gutierrez to let him know when he is connected.

C. APPROVAL OF AGENDA

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the agenda as published.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner and Lawrence voting in favor, none voting against and Commissioner Pava abstaining.

D. APPROVAL OF MINUTES

1. October 21, 2021

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the minutes of September 21, 2021, as presented.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner and Lawrence voting in favor, none voting against and Commissioner Pava abstaining.

E. APPROVAL OF FINDINGS/CONCLUSIONS

None.

F. OLD BUSINESS

None.

G. NEW BUSINESS

1. **Case #2021-4240. Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Preliminary Subdivision.** Oralynn Guerrerortiz of Design Enginuity, LLC, Agent, representing The Housing Trust, Owner, requests approval of a Preliminary Subdivision Plat for 20 single-family lots. The applicant also

requests an innovative road design to allow the removal of the planting strip between defined parking spots and the back of curb. The property is zoned PRC (Planned Residential Community), is Tract 50A within Tierra Contenta Phase 2C, and is approximately 3.21 acres. (Donna Wynant, Case Manager).

2. **Case #2021-4241. Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Lot Line Adjustment.** Oralynn Guerrerortiz of Design Enginuity, LLC, Agent, representing The Housing Trust, Owner, requests approval of a lot line adjustment to modify tract boundaries to the Arroyo Oeste Phase 2 Preliminary Subdivision Plat to incorporate some steep slopes into the open space tract, and to create deeper lots to accommodate planned house designs. The property is zoned PRC (Planned Residential Community), is Tract 50A within Tierra Contenta Phase 2C, and is approximately 3.21 acres. (Donna Wynant, Case Manager).

EXECUTIVE SUMMARY

Arroyo Oeste is proposed for Tract 50A in Phase 2C of Tierra Contenta, near the western border of Tierra Contenta and near the intersection of Jaguar Drive and SR 599 and just north of Arroyo Oeste Phase 1, which was approved in 2019, and currently under construction. The project is located on 3.21+ acres and will include 20 residential lots developed in a single phase. Tract 50A is designated as a residential tract on the Tierra Contenta Master Plan under Phase 2C, with an allowable density of 6-9 units per acre. The current request is for a density of 6.23 units per acre. The Application includes a lot line adjustment and an innovative street design request.

STAFF RECOMMENDATION

The proposed preliminary subdivision is in compliance with the Tierra Contenta Master Plan and Phase 2C Design Guidelines and meets all development standards and approval criteria and does not create or increase any non-conformities with Chapter 14; therefore, staff recommends approval, with the conditions of approval listed in the staff report.

APPLICANT'S PRESENTATION

Oralynn Guerrerortiz, Design Enginuity, 1421 Luisa St., Suite E, was sworn. She showed the location and noted Phase 1 is under construction to the southwest. Another subdivision that is completely built is to the northeast. The project is on the far west side of the Tierra Contenta subdivision and 20 lots are proposed. The roads have 45 feet rights-of-way with public utilities and sidewalks and will use the innovative road design seen on Agua Fria and Phase 1. She doesn't like the City standards for parking and intends to provide a wider planter strip to make it easier for people to get out of their cars. The plan was reviewed with staff and by John Romero, and approved several times. The

drive lanes will remain at 10 and parking is at six feet, and there will be a consistent 45-foot right-of-way.

Ms. Guerrerortiz said the applicant has agreed to all staff's conditions.

PUBLIC HEARING

Vice Chair Hogan closed the public hearing seeing no one wanting to comment.

COMMISSION DISCUSSION

Commissioner Pava noted that looking at the renderings, streetscapes don't need to be provided and the setbacks are minimized. He asked for more description of how the setbacks would look and if there was a nearby frame of reference.

Ms. Guerrerortiz displayed the site plan. She pointed out the setbacks are the standard for zones R-1 through R6, 5 foot sides and 15 foot rear setbacks. She said she just noticed that the site plan had been mislabeled, but they did meet the City's standard for 7.5 feet for setback. There will be landscaping and street trees between the curb and gutter. Trees will be behind the sidewalks where the sidewalk is directly against parking spaces. There is no loss of trees or changes in setbacks, they are just making the sidewalk adjacent to the parking, which is considered innovative.

Commissioner Pava said he was interested in the appearance of the streetscape, but similar subdivisions will give him a good idea what can be done with this lot configuration.

Commissioner Faulkner said she liked the idea of removing the landscaping because if turned over to the City or residents, weeds will be a problem. She asked if they would look at the line adjustments.

Ms. Guerrerortiz said she could show all of it. She displayed a diagram showing the open space will be taken from existing open space. The changes requested are because the lot is unusually shaped. The net result is a gain of open space.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Preliminary Subdivision, Commissioner Lawrence moved to approve, subject to conditions of approval and technical corrections recommended by staff. Commissioner Faulkner seconded the motion.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2, Street Design, Commissioner Lawrence moved to approve as included in the plans. Commissioner Faulkner seconded the motion.

VOTE: The motions for the Preliminary Subdivision and Street Design passed by unanimous roll call vote with Commissioners Clow, Faulkner, Lawrence, Pava and Chair Gutierrez voting in favor, and none voting against.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2, Findings of Fact and Conclusions of Law, Commissioner Lawrence moved to approve as presented. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Lawrence, Pava and Chair Gutierrez voting in favor and none voting against.

Chair Gutierrez resumed the position of chair at this time.

3. **Case #2021-3976. 123 and 135 Grant Avenue Development Plan.** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request development plan approval to construct a 54,100 square foot structure for use as a museum. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). (**POSTPONED ON SEPTEMBER 2, 2021**)

4. **Case #2021-3977. 123 and 135 Grant Avenue Variance to Subsection 14-8.6(C)(2)(b).** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request variance to Subsection 14-8.6(C)(2)(b) to allow off site parking greater than 600 feet from the closest property line. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). (**POSTPONED ON SEPTEMBER 2, 2021**)

5. **Case #2021-3978. 123 and 135 Grant Avenue Variance to Exhibit A - Table 14-8.6-1.** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request variance to Table 14-8.6-1 “Parking and Loading Requirements” to allow 93 parking spaces where 119 parking spaces are required. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within

the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). **(POSTPONED ON SEPTEMBER 2, 2021) (WITHDRAWN)**

EXECUTIVE SUMMARY

The subject site is comprised of five lots; 5 thru 9 of the "Fort Marcy Addition of the City of Santa Fe". Today Lots 5 ,6, and 7 total approximately 1.21 acres, and are addressed as 123 Grant Avenue (Area 1a), and lots 8 and 9 total approximately 0.76 acres and are addressed as 135 Grant Avenue (Area 1). There is no evidence to support these lots were consolidated with City review and approval. Consolidation plats shall be required for review and approval by the city prior to filing the Development Plan.

The Applicant is requesting to construct an 54,100 square foot structure for museum use. The structure will be a 38' 8" high single-story building with a partial basement caring a footprint on the ground of 38,595 square feet.

The Applicant is also requesting a variance to address parking needs:

1. Off-street Parking located within six hundred (600) feet of nearest property line of the parcel required by Subsection 14-8.6(C)(2)(b).

The Applicant has complied with 14-3.1(E) *"Pre-application,"* 14-3.1(H) "Notice Requirements" for Public Hearings, and 14-3.1(F) *"Early Neighborhood Notification*.

The City's Development Review Team ("DRT") reviewed this development application for compliance with applicable City Code sections (reference Exhibit C for DRT Comments).

STAFF RECOMMENDATION

Staff's analysis identified that the Application has satisfied Development Plan approval criteria according to §14-3.8(D) "Development Plan," and Variance Criteria according to §14-3.16(C) "Approval Criteria," subject to conditions of approval and technical correction listed in Exhibit A of the staff report.

Staff removed conditions 3 and 4 from their conditions of approval because an archaeological clearance will be provided by the City and the applicant is moving forward with the State Historic Preservation and federal government.

APPLICANT'S PRESENTATION

Jennifer Jenkins, 130 Grant Avenue, Suite 101, was sworn. She introduced Cody Hartley, Executive Director of the Georgia O'Keeffe Museum, Lorn Tryk, and the architects, landscape designers, engineering, and planning team and the owners.

Cody Hartley, 217 Johnson Street, was sworn. He said the museum will celebrate 25 years next summer and has been immensely popular and visitation exceeded expectation. The museum is often filled to capacity. The museum is among one of the most visited art museums in the country, but their gallery size is one of the smallest at 5,000 square feet. Their collections have also grown from 118 works of art, 94 by Georgia O'Keeffe, to more than 7000 objects. Storage is a struggle but most importantly they can no longer meet their obligations to the community. This will allow them to welcome school tours with a safe loading zone and expand educational community programming indoors and out. The project includes significant green space. The proposal allows them to serve the needs of the audiences as well as tourists with an approach to public engagement reflecting the values and needs of the community. They have called upon donors across the nation to fund the project and have received support from The National Endowment for Humanities. Their vision is to create a facility to meet the needs of the community and visitors that is worthy of New Mexico, Santa Fe and Georgia O'Keeffe.

Ms. Jenkins indicated since June 2020; people are able to get information on the project. Early Neighborhood Notification meetings were held, and they met with neighboring businesses, public schools and held public meetings throughout the City. No modifications are proposed to the Berger House, only to the landscaping. The property is in the Business Capitol District and Downtown Historic District and the preliminary design review was done with the Historic Districts Review Board with positive feedback.

Ms. Jenkins reviewed the existing conditions. The site is non-compliant with current design regulations. The building is three sided with the front door on Grant Avenue and an entrance also on the north side. This will make an open pedestrian connection between Grant Avenue and Sheridan Street and 45% will be dedicated to landscaped open space. Many of the gardens will evoke those of Georgia O'Keefe's home with natural native landscaping, and the existing lawn will be reduced. Stormwater will be collected; the sidewalks will be widened and the street trees on Grant Ave will be supplemented. The building design was inspired by traditional Northern New Mexico architecture and the O'Keeffe home in Abiquiu. Both sites total just under 2 acres together and the Museum is just over 55,000 square feet, about 60% lot coverage. The maximum allowable height is 34' 8" inches, and this is 33' 8". There is a partial basement for curation and preservation of the collection. The current building and streetscape were shown with the parking and then a view of the proposed design once completed.

Ms. Jenkins addressed traffic and the parking analysis, noting that none of the downtown museums provide parking. The analysis shows a parking demand of 24 spaces, but 92 spaces will be provided in two off-site parking lots. The ITE (Institute for Transportation Engineers) national standards for conducting traffic analyses and parking had no local data. The ITE used similar data from other states to predict the parking demand which shows an estimate on weekdays at 48 spaces at peak hours and 50 spaces for weekends. Off-site parking is required by Code to be within 600 linear feet, and is why there is a request for variance. The Chapelle lot is just over 816 feet and will provide 100% of the required parking. They will have a second parking area with 67 spaces on San Francisco Street.

PUBLIC HEARING

Chair Gutierrez closed the public hearing seeing no one wanting to comment.

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COMMISSION DISCUSSION

Vice Chair Hogan was surprised there was not more public input. He congratulated Mr. Hartley for a great job. He said he loved the connections over to Sheridan. He thought they could create a natural pedestrian connection in the alleyway since it is almost a continuation of Johnson Street.

Ms. Jenkins said the alley is narrow and a public right-of-way. They felt it would be conflictive to put pedestrians where trucks would unload. Also, others utilize the alley, so it isn't a good fit.

Vice Chair Hogan thanked her for the explanation. He confirmed that the gardens were open to the public but would be closed at night.

Commissioner Pava said this is a huge improvement. He asked if the large cottonwood in front of 135 Grant, is susceptible to damage during to construction.

Ms. Jenkins explained they are taking great pains during construction to protect the trees. The work will be limited to landscape improvements and fencing, and a big effort is around preservation of the existing landscaping.

Commissioner Pava asked the species of the street trees on Grant and Sheridan, noting respectfully that the landscape architects are from Connecticut.

Ms. Jenkins said the landscape design focuses on native vegetation of New Mexico, waterwise and drought tolerant. Everything is to authentically honor Georgia O'Keeffe's life, work, and her home in Abiquiu.

Mr. Hartley added that the lead landscape architect grew up in the Galisteo Basin and has local appreciation and understanding.

Commissioner Pava asked if they had collaborated with the Santa Fe Botanical Gardens.

Mr. Hartley said the Gardens have advised them on plant selection.

Commissioner Pava said the variance and reason is compelling for the parking but there are two major garages, Sandoval and the Convention Center Garage with over 900 spaces. He has never seen them full. He asked if that was considered because the San Francisco Street lot has great development potential. Also, he thought Guadalupe dangerous because of the traffic and speed.

Ms. Jenkins explained both City parking lots as well as the surrounding lots, were pursued. They were told there are no long-term leases available.

Lorn Tryk , 436 W. San Francisco St., was sworn. He said he takes the pathway from West San Francisco to downtown all the time. It is safe and has a signalized intersection with crosswalks. He found the path very usable. He agreed they had pursued a closer option but did not find one.

Commissioner Pava said he still thinks it is an issue but it is the reason there is a variance. He said for the record, the staff report explains that every option had been pursued.

Commissioner Faulkner commended them on a really nice project. She said she likes what was designed for the outdoor space.

MOTION: In Case #2021-3976, 123 and 135 Grant Avenue Development Plan, Vice Chair Hogan moved to approve subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

Ms. Jenkins asked to confirm that the deleted conditions were reflected in the record.

Mr. Esquibel said they were included in the record.

Chair Gutierrez asked how the parking lots will be policed and if the lots will only be used for the museum gallery.

Ms. Jenkins said both lots are for exclusive use by the museum and there will be proper signage and the standard enforcement. Also, they will have a barcode on the ticket to open the gate among other great mechanisms, to ensure the parking is designated for the museum.

Chair Gutierrez asked the location of the bus stop where students will be dropped off and picked up.

Ms. Jenkins showed the area on Grant Avenue.

Chair Gutierrez confirmed it is equivalent to a loading zone.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-3977, 123 and 135 Grant Avenue Variance to Subsection 14-8.6(C)(2)(b), Vice Chair Hogan moved to approve. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Hogan moved to approve the Findings of Fact and Conclusions of Law in Case #2021-3976 and Case #2021-3977 as shown in Exhibit B. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

6. **Case #2021-4242. 220 Otero Street Final Development Plan.** Architectural Alliance, Inc., Agent, for Otero Partners, LLC, Owner, requests approval of a final development plan for an addition and remodel for a proposed hotel at 220 Otero Street comprising 38,567 square feet. The property is zoned BCDMAR (Business-Capitol District, Marcy Sub-District) and BCD EAS (Business-Capitol District, East Marcy/East Palace Sub-District), is within the Downtown and Eastside Historic District, and is approximately 1.11 acres. (Lee Logston, Case Manager.

7. **Case #2021-4243. 220 Otero Street Open Space Variance.** Architectural Alliance, Inc., Agent, for Otero Partners, LLC, Owner, requests approval of a variance to the Business-Capitol District, East Marcy/East Palace Sub-District front yard open space requirement in Table 14-7.4. The property is zoned BCDMAR (Business-Capitol District, Marcy Sub-District) and BCD EAS (Business-Capitol District, East Marcy/East Palace Sub-District), is within the Downtown and Eastside Historic District, and is approximately 1.11 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The Applicant seeks to redevelop a mid-block site at 220 Otero Street into a 38,567 square foot hotel. The proposal includes remodeling the McKee office building, constructing a two-story addition to the Annex building, and adding a small casita in the southern portion of the site. A preliminary development plan is required pursuant to SFCC Subsection 14-3.8(B)(a) for more than 30,000 square feet of development in any zone of the City.

The subject property lies within two Business Capitol District (BCD) sub-districts. The west side of the property is within the Marcy sub-district, and the east side is within the East Marcy/East Palace sub-district. The Applicant seeks a variance to the front yard

open space requirement in SFCC Table 14-7.4(A)-1, Table of Dimensional Requirements for Business-Capitol District. The Applicant proposes to provide this open space in an existing courtyard in the front of the property that is set back from the street. The variance is necessary to develop the property as proposed. The development plan will establish development standards.

STAFF RECOMMENDATION

Staff recommended approval of the final development plan (Case #2021-4242), subject to conditions of approval and technical corrections outlined in the report, and Governing Body approval of the rezoning request. Staff recommends approval of the variance (Case #2021-4243).

APPLICANT'S PRESENTATION

Eric Enfield, 612 Old Santa Fe Trail, was sworn. He provided a brief history of the site. The proposal is to confirm the Annex in the main office building. He pointed out the current parking and fire access. The landscaping is the entrance to their property and a variance requested to do the open space and front yard in a different area, fronting on Otero Street.

He reviewed the site where they will add a casita and portal. The historic entry to the property has been maintained along with the access to the property. There is no car access from Washington Street. The second floor has about 60,000 square feet. There are no lot coverage restrictions and all setbacks for the subdistricts are met and final approval was received from the Historic Districts Review Board (HDRB).

Mr. Enfield said the infrastructure is in place. He said they agree with the staff report, but he wanted to address a few issues. A variance is required to put open space in the front yard but not along the property line, with the E. Marcy subdistrict. They meet the open space requirement for the project, but the current front yard of the office building is not along the property line. The proposal will keep it where it has been since the 1950s.

Irrigation plans will be provided, and they will do cisterns and they will maintain the three large pine trees in the northwest corner of the main building. The proposed water budget for estimated hotel use is about 605,437 gallons annually. The applicant will have to make up the difference based on the previous water bills. He will provide the difference of 318,688 gallons per year. The net water offset is required in the form of an option of water rights or retrofits.

They will meet all ADA requirements and provide the proper amount of bike racks, which is not shown on the site plan. Parking will be on site as well as off-site lease agreement with the adjacent neighbor who owns Marcy Plaza Parking. A total of 31 spaces is required and they provide 15 spaces, and the balance is the adjacent parking structure. Per Land Use Code they have provided a trip generation showing existing offices generate 17 cars in peak a.m. hours and 16 cars at peak p.m. hours. The proposal

generates only 12 cars in peak morning hours and 12 at peak p.m. A traffic study was not required. They will provide all code requirements for fire sprinklers and the fire department, and all utility infrastructure is in place. The site was approved by the Archaeological Committee, which is in the packet.

Mr. Enfield introduced Hunter Redman who would describe the character of the building and answer questions.

Hunter Redman, 612 old Santa Fe Trail, was sworn. She started working on the project 15 years ago with the previous owner. The main building was developed in the 1950s in a contemporary Territorial style. The additions were designed to complement, without upstaging, the existing historic building to honor the building's history. The materials are compatible with the existing building and complements the adjacent two buildings. She said she is looking forward to this being part of the downtown community.

PUBLIC HEARING

Chair Gutierrez closed the public hearing seeing no one to comment.

COMMISSION DISCUSSION

Commissioner Pava asked for additional description of the connection between the Marcy Garage and the site; if there will be a ramp or a dedicated passageway.

Mr. Enfield said the site plan indicates stairs and they will tie into that to bring you down to the parking structure. Parking will probably be on the lower level that serves the Marcy Plaza building. They hope to provide pedestrian access to the site from the courtyard behind that, but another option is valet parking.

Mr. Pava thanked him for the clarification. He said he had a hard time visualizing how to get from the garage to the site.

Mr. Enfield added the applicant has to prove that all of the required parking is not already taken by the two Marcy Plaza buildings.

Vice Chair Hogan thought the variance a reasonable solution that would not compromise the character of the block. The landscaping gives the building room to breathe and is a valuable solution. He was also glad to see they will maintain the historical walkway entrance off Washington Street. He asked what functions would go into the existing building.

Mr. Enfield said hotel rooms and a lobby for the hotel which will be where the existing office building is, with the dual entrances.

Ms. Redman added the existing entrances will be maintained in the reception area. The first floor will have rooms and the bottom floor a small fitness facility and secondary

housekeeping/staff space. There is also a small addition to the south that is attached to the building, but not publicly visible.

Vice Chair Hogan said from a design standpoint scrutiny, if the H-Board was happy, he is happy.

Mr. Enfield said they are proud of the massing of the building and the pedestrian access from Otero and Washington. The building will look like it did when it was built in 1950, with minor modifications.

MOTION: In Case #2021-4243, 220 Otero Street Open Space Variance, Vice Chair Hogan moved to approve. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4242, 220 Otero Street Final Development Plan, Vice Chair Hogan moved to approve subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Vice Chair Hogan moved to approve the Findings of Fact and Conclusions of Law in Case #2021-4242 in Exhibit A1 and Case #2021-4243 in Exhibit A2. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

8. **Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning.** JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager).

9. **Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan.** JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a final development plan for fourteen residential units

for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The subject property currently consists of nine dwelling units on two acres. There are three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan. The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request per SFCC Subsection 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

STAFF RECOMMENDATION

The Commission should RECOMMEND APPROVAL BY THE GOVERNING BODY of the rezoning to R-7 (Case #2021-4244).

The Commission should RECOMMEND APPROVAL BY THE GOVERNING BODY of the final development plan (Case #2021-4245), subject to conditions of approval and technical corrections outlined in this report, and subject to Governing Body approval of the rezoning request.

A recommendation for denial of the rezoning request would render the proposed final development plan infeasible, in which case a recommendation for denial of the final development plan would be appropriate.

APPLICANT'S PRESENTATION

Jennifer Jenkins, previously sworn, said she represented Homewise. She introduced Jamie Jaramillo and Daniel Slavin from Homewise and the remaining team. The property is about 2 acres and the Santa Fe River runs through the southern boundary. The existing compound is nine dwelling units. Homewise requests rezoning from R-5 to R-7 to add home ownership opportunities. Density is 3 - 7 dwellings per acre and the request is consistent with the general plan land use designation. She noted a recent

property rezoned R-7 in the area and combination zoning up the hill. This complies with design standards established for the overlay standards. The site was shown with the surrounding area of existing and planned developments.

Ms. Jenkins said the goal of Homewise is to create affordable home ownership opportunities. They are working closely with existing residents wanting to purchase a home. Improvements include rebuilding the steep driveway that is not adequate for emergency access and adding retaining walls. They will ensure there is adequate parking for residents and guests. Homewise would like to add five new dwelling units, making a total of 14 units, which is the basis of the rezoning request. They are working to preserve an existing community garden and plan to create a direct connection to the River Trail. There is no pedestrian amenity so they will add a sidewalk to connect to a new sidewalk they will build on Alameda. They will also connect to sidewalk constructed along Alameda by the River Trail Walk project. With the property next to them there may be more opportunities to extend the sidewalk even further west. They will keep the existing drainage swell and make improvements to ensure it functions properly and eventually overflows into the Santa Fe River. Developed flows in ponding areas and within the swell will be maintained. Existing units will be renovated and given a facelift and brought up to code. A private grant will enable Homewise to achieve 50% affordability with the two new buildings.

Ms. Jenkins summarized the site improvements again and noted they are providing almost 15% open space or 5% over the required.

PUBLIC HEARING

Richard Rochlin, 2190 West Alameda, Unit D, was sworn. He said his comments are directed to his unit, D, which is part of a duplex. The proposal for two, two-story buildings on either side of him is cause for concern. He is interested in purchasing his unit but has only two windows in his unit and that would create a cave-like atmosphere in his unit. He read a prepared a statement stating that he wanted to put his concerns in writing and how the proposed site plan will affect his living situation. He is 71 and has lived in his unit 20 years and feels very connected to it. He has only two windows and the proposal will significantly affect the light in his unit, which is also a major source of his heat in the winter. He has expressed concerns to Homewise, and Mr. Logston has helped him understand the zoning. He expressed his concerns with Jennifer Jenkins, who was receptive and willing to discuss changes in the future. He said the Solar Rights Act fortifies solar energy rights for property owners and a provision of the Act established a solar easement. He read excerpts from the Act. He said the Legislature declared that the state recognizes economic benefits from the use of solar energy and encourages implementation when possible. He continued reading that the Legislature findings and regulations said this must be encouraged for the benefit of the state as a whole as a viable energy source. The Act was bolstered by the 2007 Definitions and Restrictions Bill and a key provision was to crack down on codes preventing homeowner's from installing solar panels. Recently, the Community Solar Act of 2021, was signed into law by the Governor.

Mr. Rochlin said the proposed site plan would make it difficult for anyone interested in solar panels or purchasing a unit. He didn't think the laws applied to his unit but thought the spirit of the law is applicable. He added that the rezoning plan allows opportunity for the Commission to reflect on solar access and if new buildings should deny that access to older buildings.

There being no further public comments, Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Pava asked Attorney Feghali to comment on solar rights.

Attorney Feghali said she understood that the state statute protects the right of an owner who has a solar collector, etc., that has been recorded. She thought in this case the law was not applicable.

Mr. Logston confirmed that Mr. Rochlin did not have a recorded, vested right and was suggesting possibly modifying the site plan in honor of the spirit of the law. The setback is 10 feet between the buildings and his unit. Mr. Rochlin was suggesting possibly shrinking the setback. Mr. Logston wasn't sure if that was realistic.

Commissioner Pava thought the site plan allowed some flexibility beyond what was suggested by Mr. Logston, but he wasn't sure if anything prohibited reconfiguring the site plan.

Ms. Jenkins said they have spent an enormous amount of time on the site plan, which has a lot of existing constraints. The new building was originally at the south end of the site, but they couldn't squeeze a driveway. There is a sewer easement, and community garden the existing residents want preserved and a 15-foot drainage easement on the west side. That makes the south end very constrained.

She said she and Mr. Rochlin discussed opportunities to play with the shape of the building since buildings 2 and 3 have not been designed yet.

Commissioner Pava confirmed buildings 2 and 3 would be two-story.

Chair Gutierrez asked if there was impact as a final development plan, that the applicant is still playing with the designs of the buildings.

Mr. Logston said generally they have to establish the square footage, and there is some room for the layout of the buildings.

Mr. Berke added they have a requirement for architectural points for the district but in addition there is flexibility for minor changes to the footprint. They are locked into square feet, but the building could be moved slightly and could be done administratively,

if it does not affect neighboring properties or public welfare. There is also flexibility in the location of the parking layouts.

Chair Gutierrez asked if the building could be made into an L shape administratively.

Mr. Berke said yes, if added as a condition of approval.

Chair Gutierrez asked Ms. Jenkins if she was working to find a solution with Mr. Rochlin.

Ms. Jenkins indicated she had several conversations with Mr. Rochlin. She assured him as they move into the architectural design, they will look for opportunities for adjustments. She said a condition of approval is welcomed to work with Mr. Rochlin and make modifications that could be approved administratively. She asked if Mr. Berke agreed.

Mr. Berke did not agree. He said the condition would give the applicant too much leeway for disagreement, but he appreciated Ms. Jenkins willingness. The Commission has to make a specific finding in the conditions, and staff has to have clear direction of what should be done.

Daniel Slavin,125 Sena Street, Director of Homewise, was sworn. He said they have all talked with Mr. Rochlin a number of times. He noted that the shed was because Mr. Rochlin had requested a shed and there had been a number of other modifications. They are considering changing the doors and windows of Mr. Rochlin's current location. The hope is to make this work for all of the residents and homeowners in the community, but in concert with the renovation. Mr. Rochlin's unit is a side entry that will probably come to the front and in a new development with the rehab will be in concert.

Commissioner Faulkner asked to confirm Mr. Rochlin's building will be different.

Mr. Slavin said all of the units will be rehabilitated. There is storage at the front of the building where it makes more sense to be an entry. Everything will be renovated, and light will be added where currently there is a front entry and a storage shed.

Ms. Jenkins explained the entries currently are on the south side with storage closets. Each dwelling was assessed as to what renovations made sense to improve livability, etc. A new entry on the east side is an opportunity to add windows where there are none now and gain solar.

Vice Chair Hogan said he wanted a better idea of the trail connection. He recalled a change of grade between the development area and bike path and the drainage would go down the west side. He asked if there is a drainage structure currently intersecting with the river.

Ms. Jenkins explained there is a swell that will be better defined and slow the water velocity. Closer to the bottom there is an informal ponding area that will be improved as an energy dissipater. She introduced civil engineer Mike Gomez to talk about outflow management. She clarified that the applicant would formalize a footpath regarding the trail access, nothing is there currently.

Michael Gomez, 1599 South St. Francis Drive, was sworn. He showed the drainage plan and described the basin. All of the calculations have been done and a channel has been engineered to slow the flows under the trail into a ponding area.

Vice Chair Hogan said that answered his question. He asked if the units are rentals or would be for sale.

Mr. Slavin said currently all are rentals. Homewise wants to have homeownerships for all 14 units.

Commissioner Faulkner asked if the access point to the river will be ADA accessible.

Ms. Jenkins said there is no current accessible access, it is an informal path. They plan to make a crusher fine type surface and work closely with staff to ensure accessibility.

Mr. Berke confirmed that the trail is required to be ADA accessible.

Chair Gutierrez asked Ms. Jenkins if they have determined on the remodel, how to mitigate the displacement of people in their homes.

Ms. Jenkins said the degree of remodel for each unit is different. Some have had recent work and it is a case-by-case basis. They are working closely with the residents renting and those interested in purchasing to determine whether they need to temporarily vacate and what makes sense. People who choose not to purchase will be given plenty of time for relocation.

Chair Gutierrez asked for more information on the grant to increase affordable housing.

Mr. Slavin said a grant was received from a Santa Fean wanting to support infill. He did not know the overall budget, but the goal is 50% affordability or greater.

MOTION: In Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning, Commissioner Clow moved to recommend approval to the Governing Body. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan, Commissioner Clow moved to recommend approval to the Governing Body. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Clow moved to approve the findings of Fact and Conclusions of Law in Case #2021-4244 and Case #2021-4245. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

10. **Case #2021-4246. Plaza del Monte Preliminary Development Plan.** JenkinsGavin, Inc., Agent, for Plaza del Monte, LLC, Owner, requests approval of a preliminary development plan to establish development standards for 30 residential lots located at Camino Santiago and Bishop's Lodge Road. The property is zoned R-29 (Residential – twenty-nine dwelling units per acre), is within the Downtown and Eastside Historic District, and is approximately 6.62 acres. (Lee Logston, Case Manager).

11. **Case #2021-4247. Plaza del Monte Preliminary Subdivision.** JenkinsGavin, Inc., Agent, for Plaza del Monte, LLC, Owner, requests approval of a preliminary subdivision plat for 30 residential lots located at Camino Santiago and Bishop's Lodge Road. The property is zoned R-29 (Residential – twenty-nine dwelling units per acre), is within the Downtown and Eastside Historic District, and is approximately 6.62 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The proposed project is a conversion of a condominium complex into individual properties in a subdivision. Existing structures include 21 detached, single-family homes, two duplexes, three four-plexes, and one freestanding garage/carport structure. The Applicant proposes to subdivide the property into 30 lots, to include 21 existing detached homes, conversion of duplexes and four-plexes into 8 homes with attached guest units, and the creation of one new vacant lot. Planned site improvements include the creation of a pocket park, reconstruction of the two existing private roadways (Camino Santiago

and Camino Matias), construction of sidewalks and guest parking areas, replacement of fencing, and sewer system upgrades.

In order to achieve this, in addition to the preliminary subdivision, the Applicant is proposing a development plan to establish custom dimensional standards in order to work around existing conditions and historic standards.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the preliminary development plan for Case #2021-4246, subject to conditions of approval and technical corrections outlined in this report.

Staff recommends APPROVAL of the preliminary subdivision plat for Case #2020-4247, with the conditions of approval and technical corrections listed in this report.

APPLICANT'S PRESENTATION

Ms. Jenkins, previously sworn, introduced the team. She provided a presentation of the property, which is a little over 6 acres and known as a residential compound. The surrounding area was shown. She reviewed the zoning of the property and the surrounding area. An existing Santa Fe water line and a private sewer line serves the property. There are 21 small, detached homes of duplexes and four-plexes. A garage structure has been approved for demolition. This is not a condominium but is presented that way in the mapping system. The improvements will preserve the existing mature vegetation as much as possible. The owners have established historic status of contributing designation for the structures. Future renovations are required to be based on those design guidelines with review by the State Historic Preservation Office and Historic Design Review Board. Noncontributing structures still have to meet design standards but are not as limited.

The site plan was displayed. The improvements proposed include the replacement of the private sewer system, which entails a new road. They will add a sidewalk along all internal roads, which are private and will remain so. Some historic elements cannot be altered, and they want to be respectful of the character of the compound. This will put the dwellings on their own lots and create homeowner opportunities. The four-plexes will be converted to duplexes with an attached guest unit.

The duplexes will become single primary units with a guest unit and the balance will remain as is. Lots range from 6000 square feet up to 13,000 square feet. They will create one vacant lot for a new structure and establish a community park area and provide more on-street guest parking. The drivable road surface is in accordance with emergency access at 20 feet. Per the Santa Fe Homes Program, there will be six affordably priced homes with a proposed total of 30 lots in the subdivision. They are working closely with the City's water division on infrastructure improvements. They are working with residents interested in purchasing their homes through Homewise and local housing trusts. The existing residents will have 30 days before other offers are accepted.

There are two units priced just under $147,000; three units priced at $190,000 and one unit priced at $235,000.

PUBLIC HEARING

Penelope Perriman, 109 Camino Matias, was sworn. She said this has been reviewed a couple of times by the Historic Districts Review Board. She asked if this had been before the Historic Board before this meeting. She said this is a historic development developed by the Presbyterian Church in 1949 for retired ministers and missionaries. The homes around the pocket park were designed to face the park to accentuate opportunities for community. She said she opposes the development of a vacant lot that will be three times the size of the existing communal park space. There is wildlife and comforts of the country only yards away from the Plaza. She wanted to know when this would be discussed with the H-Board. She stated this is a neighborhood developed in the 1950s; it is not individual parcels. She said this proposition is new. This has always been rentals. She has not heard of a timetable or what happens to the existing tenants, of which she is one.

Ms. Jenkins said she thought the question was whether the HDRB has opined on the current applications. She explained these types of applications are within the Planning Commission and not the HDRB's jurisdiction. HDRB does not have authority over zoning or a subdivision's infrastructure improvements. She said the owner will be communicating with the HDRB a lot as renovations of units move forward. And the new home on the new lot will also go before them, but this component they do not have jurisdiction. She noted this was the beginning of the process and the schedule had not been developed yet. They will return to the Planning Commission with a final plat and development plan and then schedule the infrastructure. She said everyone will be kept informed about when that work starts, and everyone was given opportunity for a six month lease renewal. The applicant is happy to have people continue to reside there as progress moves forward. If people choose to vacate or not to purchase their unit, they will be given plenty of time to make those decisions.

There being no further public comment, Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Faulkner asked if the open space proposed is adequate for the housing.

Ms. Jenkins explained this type of neighborhood has no open space requirement. They are retaining a pocket park, and these are generous lots ranging from 6,000 to 13,000 square feet. And they are next to Fort Marcy Park, so there are plenty of outdoor recreation opportunities. This complies with any applicable Code provisions.

Commissioner Faulkner said generally the word "affordable" depends on context. She asked Ms. Jenkins to review what is considered affordable.

Ms. Jenkins said the definition of affordability came straight from the City of Santa Fe Homes Program Ordinance. The Ordinance establishes the affordability requirement and sales prices required for affordable homes. They have to provide homes within 3 income ranges. Of the 20%, 5% have to be 50-65% of annual medium income; 10% at 65 to 80% medium income; and 5% at 80 to 100%. They have to be sure that the lowest income range has to be increased. There is only one unit proposed at the highest income range. The balance of the units are the lower two income ranges based on the two-bedroom units.

Commissioner Faulkner said other developers, including Homewise, are taking advantage of density increases in other districts of the City. She asked if the goal is affordable housing, is zoning the reason this development is not as dense as it could be.

Ms. Jenkins explained the driving factor is that a vast majority of the structures have historic status and there is no space to increase density. She said R29 zoning in this location is a lost opportunity.

Commissioner Faulkner said she isn't familiar with how the HDRB does things or if changing density in historic districts is something the Planning Commission can consider. She feels that infill has to be one of the solutions to ensure density and affordability is shared throughout the City and not isolated in specific districts. She asked staff what authority the Commission has if they wanted to recommend the HDRB consider more density in this historic area.

Mr. Berke replied that the consideration of density for the historic district is more at the Council level and could be in the form of a recommendation.

Commissioner Faulkner said she understands it may not be appropriate to do a blanket policy change, but it should be considered case by case. She said as the chair for the Policy Subcommittee that is something she will suggest looking at more in depth. She doesn't want to just get rid of historic buildings but having an opportunity to look at it, case by case, especially in this area where walkability has ample access to food etc., it should be in a place where the infrastructure can handle the density already. She is concerned because they are putting density in areas that don't have amenities or adequate transportation or access to food. But in areas that have all of that, other cities permit density; we are not allowed to consider it.

Commissioner Lawrence asked to hear more about the innovative street design.

Ms. Jenkins said there are existing conditions with historic buildings. The City's lane standard applies for up to 30 buildings. That requires 42 feet of ROW; up 22 feet of drivable surface, a five-foot sidewalk and a five foot planting strip. Physically that doesn't fit and motivated the innovative street design. This provides adequate drivable surface with emergency access, pedestrian access through the site that connects the sidewalks, and some guest parking is provided where currently there is none. The retaining wall and grade changes prevent sidewalks on both sides of the street. They have created

opportunities to connect to existing sidewalks, which is more a response and attempt to preserve the character of what already exists.

Commissioner Lawrence asked if the right-of-way will be expanded.

Ms. Jenkins said there is no ROW now, just an asphalt driveway. The road will not be significantly wider, but curb improvements and sidewalk are being added.

Commissioner Lawrence confirmed the sidewalk would connect with the adjacent property.

Commissioner Pava asked if the affordable units will be on lots 3 and 4 and 14 and15, or if a combination thereof.

Ms. Jenkins said the final location for affordable units has not been identified. They work closely with the Affordable Housing to ensure the units are spread out and is a variety of unit types. They will identify those when they return with the final development plan and plat.

Commissioner Pava said for the record, he was on the Commission when the Manderfield School Project was approved. The units sell now for more than one million dollars each and this has some similarities. He loves that the City can require 20% affordable, but said he would venture the remaining 23 or 24 units will be advertised in the New Mexican in the one million dollar plus range. He said it is a sign of many factors and he is not pointing fingers. He preferred having these units than almost 180 units they would have if allowed to tear this down and build at R-29 zoning.

MOTION: In Case #2021-4246, Plaza del Monte Preliminary Development Plan, Commissioner Lawrence moved to approve, subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4247, Plaza del Monte Preliminary Subdivision, Commissioner Lawrence moved to approve, subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Lawrence moved to approve the Findings of Fact and Conclusions of Law in Case #2021-4246 and Case #2021-4247. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

H. STAFF COMMUNICATIONS

Mr. Berke thanked the Commissioners for getting through this amount of cases. A second meeting will be on November 18th for a text amendment change. Sponsors requested it be back on the agenda. He anticipated the hearing would take longer than tonight's hearing. He asked that Commissioners who cannot be present to let him know.

Mr. Berke congratulated Commissioner Garcia for his election to the District 3 City Council seat. He said he would anticipate Commissioner Garcia most likely will resign from the Planning Commission to avoid conflicts in voting. He didn't know if there would be meetings in December.

He thanked Commissioner Pava for returning to the Commission, and patience with the technical issues.

Director Kluck welcomed Commissioner Pava and thanked Commissioners for completing all of the cases.

Commissioner Clow confirmed the Planning Commission minutes for October 21 had been approved.

I. MATTERS FROM THE COMMISSION

Chair Gutierrez apologized for missing Commissioner Pava's speech. He acknowledged everyone's good work. He asked Mr. Berke to add the dates the cases will be heard by other bodies to the agenda.

J. ADJOURNMENT

Chair Gutierrez adjourned the meeting at 9:30 pm.

Submitted by:

Melissa D. Byers

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

Brian Gutierrez

Brian Gutierrez, Chair

City of Santa Fe, New Mexico

memo

DATE: December 9, 2021 for the January 12, 2022 Governing Body Meeting

TO: Members of the Governing Body

VIA: Jarel LaPan Hill
Jarel Lapan Hill, City Manager
Jason Kluck, Interim Planning and Land Use Director jmk

FROM: Lee Logston, AICP, Land Use Planner Senior, Current Planning Division LL

Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan. JenkinsGavin, Inc., Agent, for Homewise Inc., Owner, requests approval of a final development plan for fourteen residential units for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

It is recommended that the Governing Body **APPROVE** Case No. 2021-4244 and 2021-4245 as recommended by the Planning Commission.

Two motions will be required, one for each case.

Sample motions for Case #2021-4244:

- ***Move to approve*** *the rezoning request from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for 2190 W. Alameda Street, and to adopt the findings of the Planning Commission as outlined in Section II.C of the staff report;*

  or

- ***Move to deny*** *the rezoning for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

Sample motions for Case #2021-4245:

- ***Move to approve*** *the final development plan for 2190 W. Alameda Street, and to adopt the findings of the Planning Commission as outlined in Section II.D of the staff report;*

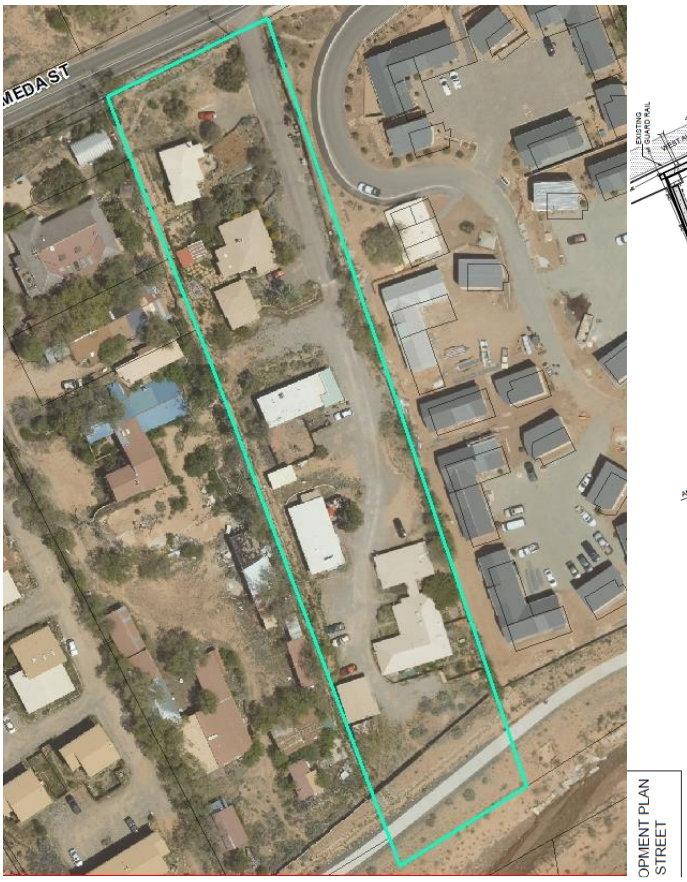
  or

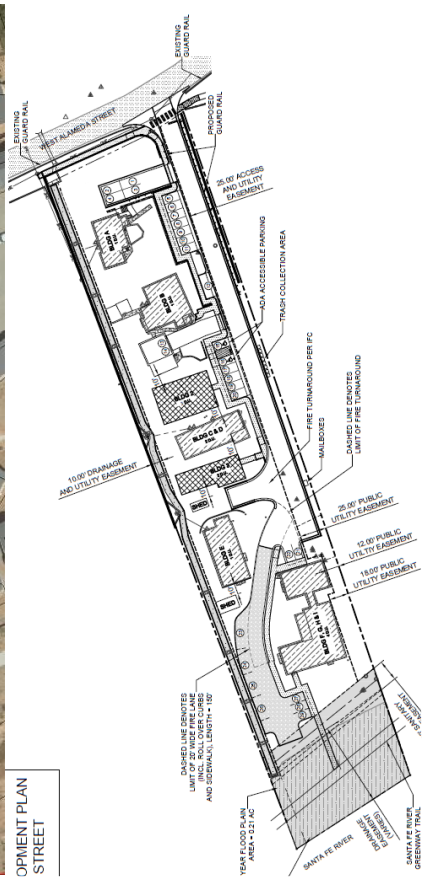
- ***Move to deny*** *the final development plan for 2190 W. Alameda Street, and to direct staff to draft proposed findings of fact and conclusions of law reflecting the Governing Body's decision.*

II. EXECUTIVE SUMMARY

The subject property currently consists of nine dwelling units on two acres. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan per SFCC Subsection 14-4.2(E)(2). The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request as mentioned above. The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.





OPMENT PLAN
STREET

This application is comprised of two requests:

1. A rezoning request for 2190 West Alameda Street from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre); and
2. Approval of a final development plan required in conjunction with the rezoning request.

The Planning Commission conducted a public hearing on November 4, 2021, and found that the rezoning was justified and satisfied the approval criteria and that the Applicant had satisfied the criteria for development plan approval set forth in SFCC Section 14-3.8(D). The Commission adopted Findings of Fact and Conclusions of Law recommending that the Governing Body approve the rezoning amendment request and the development plan.

The Applicant has complied with the procedural requirements for a rezoning ordinance, including SFCC Subsection 14-3.1(H), Notice Requirements; Subsection 14-3.1(E), Pre-application Conference (conducted June 10, 2021); and Subsection 14-3.1(F), Early Neighborhood Notification (ENN) (conducted July 22, 2021).

A. Rezoning

In considering a rezoning, the Governing Body must base its decision on the approval criteria and balancing test set forth in SFCC Subsection 14-3.5(C), as follows:

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:
  (a) one or more of the following conditions exist:
    (i) there was a mistake in the original zoning;
    (ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning; or
    (iii) a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans;
  (b) all the rezoning requirements of Chapter 14 have been met;
  (c) the rezoning is consistent with the applicable policies of the general plan, including the future land use map;
  (d) the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city; and
  (e) the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations, will be able to accommodate the impacts of the proposed development.
(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:
  (a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;
  (b) affect an area of less than two acres, unless adjusting boundaries between districts; or

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

B. Rezoning – 2190 West Alameda Street

Case #2021-4244 is a rezoning request for 2190 West Alameda Street from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre).

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact and Conclusions of Law of the Planning Commission as follows:

(1) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Governing Body finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
(2) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Governing Body finds that all the rezoning requirements of Chapter 14 have been met.
(3) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Governing Body finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
(4) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Governing Body finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.
(5) Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Governing Body finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
(6) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Governing Body finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style.
(7) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Governing Body finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
(8) Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Governing Body finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.

(9) Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Governing Body finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

C. Development Plan – 2190 West Alameda Street

Case #2021-4245 is a final development plan approval request triggered by the R-7 rezoning request per SFCC 1987 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

If the Governing Body agrees with the Planning Commission's analysis of the Subsection 14-3.5(C) criteria, Staff recommends that the Governing Body adopt the Findings of Fact and Conclusions of Law of the Planning Commission as follows:

(1) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Governing Body finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
(2) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Governing Body finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of affordable housing in a neighborhood-sensitive manner.
(3) Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Governing Body 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 premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.
(4) Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Governing Body "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
(5) The Governing Body finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

EXHIBITS

Exhibit A – Draft Findings of Fact and Conclusions of Law and Bill

1. Draft Findings for Case #2021-4244 for Rezoning 2190 West Alameda Street
2. Draft Findings for Case #2021-4245 Development Plan
3. Bill 2022-1 for Rezoning 2190 West Alameda Street

Exhibit B – November 4, 2021 Planning Commission

1. Staff Report and Packet
2. Findings
3. Minutes

City of Santa Fe
Governing Body
Findings of Fact and Conclusions of Law

Case #2021-4245
2190 W. Alameda Street; Los Canales Final Development Plan

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Governing Body (Governing Body) for public hearing on January 12, 2022 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests approval of a final development plan for fourteen residential units (Project). The Property is zoned R-5 (Residential- five dwelling units per acre).

In related Case #2021-4244, the Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for a property located at 2190 W. Alameda Street.

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 Applicant requests approval of a final development plan for fourteen residential units. The Property is zoned R-5 (Residential- five dwelling units per acre).
2. 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 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
3. A pre-application conference was held on June 10, 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), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
6. City staff reviewed the final development plan Application, and the 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.

7. Staff recommended that the Governing Body approve the final development plan, subject to Conditions and the technical corrections set forth in the Staff Report and exhibits.

Development Plan

1. At the Hearing, the Governing Body considered the Application in this case concurrently with the application in Case #2021-4244, and the Governing Body 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.
2. Pursuant to SFCC 1987 Section 14-4.2(E)(2), an application for R-7 requires consideration and approval by the Planning Commission and the Governing Body of a development plan for the property.
3. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding development plans required for rezonings.
4. Pursuant to SFCC Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and Table 12-2.1-1, the Governing Body has the authority to review and approve development plans associated with R-7 rezoning applications.
5. In this case, the Applicant wishes to establish custom setbacks through the development plan to account for existing conditions.
6. 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 recommendation to the Governing Body based on the criteria set out in SFCC 1987 Section 14-3.8(D).
7. The Planning Commission held a public hearing on November 4, 2021 and recommended that the Governing Body approve the Application.
8. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
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(D)(1) sets out approval criteria and requires the Governing Body to make complete findings of fact sufficient to show that these criteria have been met before recommending approval a development plan.
11. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Governing Body finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.2(A), 14-3.8(C)(2)(a), 14-3.5(B)(2), and Table 12-2.1-1.
12. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Governing Body finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision of affordable housing in a neighborhood-sensitive manner.

13. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Governing Body 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 premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.
14. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Governing Body "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
15. The Governing Body finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Governing Body CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. The Governing Body has the authority to review and approve development plans related to rezoning requests.
3. The Applicant met the applicable Submittal Requirements.
4. The Governing Body should approve the requested final development plan, subject to the conditions and technical corrections recommended by staff, because all applicable code requirements and criteria for recommendation of approval of the proposed final development plan have been met.

WHEREFORE, IT IS ORDERED ON THE 12th DAY OF JANUARY 2022 BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Governing Body approves the final development plan for the Property, as requested in the Application for Case #2021-4245, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The final development plan shall expire three years after issuance of Governing Body approval per SFCC 1987 Section 14-3.19(B)(4) unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC Section 14-3.19(B)(6).

_____ _____

Alan M. Webber Date
Mayor

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Erin K. McSherry Date
City Attorney

EXHIBIT B

Land Use Department
Planning Commission Staff Report

Case No:	2021-4244 and 2021-4245
Hearing Date:	November 4, 2021
Applicant:	Homewise, Inc.
Request:	R-7 Rezoning and Final Development Plan
Location:	2190 West Alameda Street
Case Mgr.:	Lee Logston
Zoning:	R-5 (Residential- five dwelling units per acre)
Overlay:	West Santa Fe River Corridor Overlay District
Pre-app Mtg:	June 10, 2021
ENN Mtg:	July 22, 2021
Proposal:	14 dwelling units on approximately 2.01 acres



Site Map

Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning. JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan. JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a final development plan for fourteen residential units for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager, lrlogston@santafenm.gov, 955-6136).

I. RECOMMENDATION:

The Commission should **RECOMMEND APPROVAL BY THE GOVERNING BODY** of the rezoning to R-7 (Case #2021-4244)

The Commission should **RECOMMEND APPROVAL BY THE GOVERNING BODY** of the final development plan (Case #2021-4245), subject to conditions of approval and technical corrections outlined in this report, and subject to Governing Body approval of the rezoning request.

A recommendation for **denial** of the rezoning request would render the proposed final development plan infeasible, in which case a **recommendation for denial of the final development plan would be appropriate**.

Four motions will be required, in the following order, for this case:

- *Recommend the Governing Body approve or deny the Rezoning (Case #2021-4244).*
- *Recommend the Governing Body approve or deny the Final Development Plan (Case #2021-4245), subject to the conditions of approval and technical corrections recommended by staff.*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2021-4244 (Exhibit A(1)).*
- *Approve or deny the Findings of Fact and Conclusions of Law for Case #2021-4245 (Exhibit A(2)).*

II. CONDITIONS OF APPROVAL

Staff recommends the following conditions of approval for **the preliminary development plan** (Case #2021-4245).

#	Condition of Approval	Dept. or Division	To be completed:
1	The drainage report needs to summarize how much storage is required to meet the required reduction in flow to predevelopment levels. The narrative must also state where required storage volume will be provided. Locations and volumes of storage areas must be detailed in report.	Land Use/Terrain Management	Prior to Recordation
2	Show downspout locations on buildings and how water will be directed to ponding or landscaped areas.	Land Use/Terrain Management	Prior to Recordation
3	Label all ponding areas on Grading and Drainage sheets and show volumes detained/retained in each area. If landscaped areas are used for ponding volume requirements, label those volumes in each area.	Land Use/Terrain Management	Prior to Recordation
4	The energy dissipator will require minimum of 5' fencing to protect from anyone	Land Use/Terrain Management	Prior to Recordation

	entering the deep water.		
5	Detail erosion protection at exit of energy dissipator.	Land Use/Terrain Management	Prior to Recordation
6	Include detail of check dam	Land Use/Terrain Management	Prior to Recordation
7	An approved Water Plan from the Water Division will be required. Water Plan comments will be submitted to the design engineer.	Public Utilities/Water	Prior to Recordation
8	Provide a 25' wide public sewer and waterline easement across southern portion of property. Utilize the existing sewer easement running parallel to the Santa Fe River and widen by 5 feet on south side of property.	Public Utilities/Water	Prior to Recordation
9	Extend the 6" water main along the southern boundary of the development to allow for looping for future developments to the west.	Public Utilities/Water	Prior to Recordation
10	Shall Meet all applicable ADA requirements (see comment form).	Land Use/ADA Site	Prior to Recordation

Following standard practice, redline comments will be provided to the surveyor who shall make any necessary changes to comply with technical corrections, and submit the corrected development in Mylar. The "technical corrections" that must be made to the development plan prior to recordation are listed in Exhibit B(1).

III. EXECUTIVE SUMMARY:

The subject property currently consists of nine dwelling units on two acres. There are three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan. The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request per SFCC Subsection 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

IV. EXISTING CONDITIONS

The subject property is located on the south side of West Alameda Street near Calle Nopal, directly adjacent to the recently constructed Alameda Lofts complex. The property spans from West Alameda Street to the Santa Fe River Greenway Trail to the south. Properties to the north are zoned R-1 (Residential- one dwelling unit per acre), but all other surrounding properties are zoned R-5 (Residential- five dwelling units per acre) with the exception of the Alameda Lofts, which are zoned R-7 (Residential- seven dwelling units per acre). The property is located in the Rio Vista Area of the West Santa Fe River Corridor Overlay District.

V. REZONE APPROVAL CRITERIA – R-5 to R-7

The Applicant requests a rezoning to R-7 (Residential- seven dwelling units per acre). The purpose of R-7 zoning, per SFCC Section 14-2.2(E), is *to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability.*

The Planning Commission and the Governing Body shall review all rezoning proposals on the basis of the criteria provided in this section, and the Planning Commission and the Governing Body must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

Criterion 1 [14-3.5(C)(1)(a)]: one or more of the following conditions exist: **(i) there was a mistake in the original zoning;** **(ii) there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning;** **(iii) a different use category is more advantageous to the community, as articulated in the General Plan or other adopted city plans;**	**Criterion Met:** (Yes/No) **YES**
(i) Not applicable (ii) Not applicable (iii) The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, as described in the West Santa Fe River Corridor Plan (adopted December 2017). The Plan describes this sub-area as being a transitional area between more compact and urban densities to the east and more open and rural densities to the west. In addition, due to the availability of City water and sewer infrastructure in this area, the Plan recommends R-5 and R-7 zoning densities. The proposed rezoning of the property from R-5 to R-7 is consistent with the types of future development anticipated and encouraged in this area of the Overlay District. It is more advantageous to the community because it allows for the efficient use of public infrastructure, an increase in much-needed housing supply, and the creation of new affordable housing. Furthermore, as previously stated, the intent of the proposed rezoning aligns well with the purpose of the R-7 district, per SFCC Subsection 14-2.2(E), which is to allow for a greater intensity of residential land use, to encourage infill development	

on underdeveloped land, and to allow a housing density that enables affordability.	
Criterion 2 [14-3.5(C)(1)(b)]: all the rezoning requirements of Chapter 14 have been met;	**Criterion Met:** (Yes/No) **YES**
The Applicants have met the Chapter 14 procedural requirements for re-zoning, including holding an Early Neighborhood Notification Meeting, posting and mailing of notification requirements, and submitting required application submittals including a Traffic Impact Analysis. The Applicant is not requesting any variances, but does seek to establish custom setbacks with the development plan	
Criterion 3 [14-3.5(C)(1)(c)]: the rezoning is consistent with the applicable policies of the General Plan, including the future land use map;	**Criterion Met:** (Yes/No) **YES**
The proposed rezoning and redevelopment program supports General Plan themes of Affordable Housing, Sustainable Growth, and Character, respecting the evolution of land use patterns while preserving community character, efficiently utilizing infrastructure through infill development, and responding to Santa Fe's substantial housing demand. The proposal is also consistent with General Plan principles calling for the Protection of Natural Resources, Network of Open Space, Respect for Traditional Communities, and Corridor Protection between Urban and Rural Uses. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.	
Criterion 4 [14-3.5(C)(1)(d)]: the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city;	**Criterion Met:** (Yes/No) **YES**
General Plan Figure 4-4, Urban Sub-Areas, designates the subject property and surrounding area as an "Infill Area." The Growth Management Chapter of the General Plan specifically calls for prioritization of infill development in Santa Fe in order to maximize the efficient use of public infrastructure, while meeting the demand for urban land for development and directing new growth towards the historic core of the city rather than on the undeveloped fringes. The proposed infill project is in alignment with these strategic directives.	
Criterion 5 [14-3.5(C)(1)(e)]: the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.	**Criterion Met:** (Yes/No) **YES**
The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space. The addition of five new dwellings on the property will have minimal impacts on the existing infrastructure, and proposed site improvements will compliment and enhance the adjacent public facilities.	

Criterion 6 [14-3.5(C)(2)]: Unless the proposed change is consistent with applicable General Plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to: **(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in**	**Criterion Met:** (Yes/No) **YES**

the area; **(b) affect an area of less than two acres, unless adjusting boundaries between districts;** **(c) or benefit one or a few landowners at the expense of the surrounding landowners or general public.**	
(a) The proposed project is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style. (b) Not applicable because the property is just over two acres, but this is a zoning boundary adjustment. (c) The proposed project aligns well with numerous General Plan policies and principles, as addressed above. Further, it is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.	
Criterion 7 [14-3.5(D)(1)]: If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;	**Criterion Met:** (Yes/No) **YES**
The impacts of the proposed rezoning and development of five additional new dwellings will be minimal and easily accommodated by existing infrastructure and public facilities.	
Criterion 8 [14-3.5(D)(2): If the proposed rezoning creates a need for additional streets, sidewalks or curbs necessitated by and attributable to the new development, the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.	**Criterion Met:** (Yes/No) **YES**
No new streets will be needed as a result of the rezoning, and a new sidewalk will be constructed along West Alameda Street as required by the West Santa Fe River Corridor Plan.	

VI. PROJECT ANALYSIS: DEVELOPMENT PLAN

Project Description

There are currently nine dwelling units on the two-acre property, comprised of three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. If granted the rezoning request, the Applicant intends to construct two new buildings that would house five additional dwelling units. The Applicant intends to establish a condominium regime to create opportunities for home ownership. Homewise will renovate three of the existing homes (20%) to be sold as affordable homes in compliance with the Santa Fe Homes Program requirements. Furthermore, through a private grant, Homewise hopes to achieve affordability of up to 50% of the homes within the development. The driveway connection to West Alameda Street will be improved, parking will be improved, and drainage upgrades will be made through the development.

Per Table 14-7.2-1, setbacks in the requested R-7 district are established by an approved development plan, with the Alameda Street setback specified by the West Santa Fe River Corridor Overlay. The

proposed setbacks for the property are:

Alameda Street Setback: 50 feet
Private Drive Setback: 2 feet for existing structures / 5 feet for new structures
Rear Yard Setback: 10 feet

With a total roofed area of 15,916 square feet, the total proposed lot coverage for the development is 18%, well below the allowable maximum of 40%. For developments with a density of five dwellings per acre or greater within the West Santa Fe River Corridor Overlay District, 13.9% of the land area of the subject property (12,191 square feet) has been reserved as Common Open Space in accordance with Overlay standards.

Access and Traffic

Because the majority of the dwelling units in the project already exist, a Traffic Impact Analysis was not required. Improvements on West Alameda Street include five-foot concrete sidewalk behind the existing guardrail. This will extend the sidewalk created by the construction of Alameda Lofts approximately 150 feet further west on Alameda Street.

Access is via a private driveway on West Alameda Street. The construction of retaining walls will allow this access to be extended south, re-graded and re-surfaced in order to increase safety and driver visibility when exiting the development. A 25-foot wide private drive serves as a shared access and utility easement. All roadway maintenance will be the responsibility of a new condominium owner's association. A five-foot sidewalk along one side of the private drive will create a pedestrian connection to the Santa Fe River Greenway.

Parking, Landscaping and Lighting

Per SFCC Table 14-8.6-1, two parking spaces are required for each residential unit. The total required parking for the proposed 14-unit development is 28 spaces, with 30 spaces provided along the access driveway. New landscaping and site lighting is not proposed, as the preservation of neighborhood character and existing mature, native vegetation is a top priority.

Grading and Drainage/Terrain Management

The site generally slopes from north to south, with steep grades from West Alameda Street down to the buildable area of the site. The private driveway off West Alameda will be rebuilt, and retaining walls installed in order to create reasonable driveway, parking, and sidewalk grades. Passive water harvesting will be employed in open areas around buildings, and preservation of existing mature vegetation will be prioritized.

The limits of the 100-year floodplain associated with the Santa Fe River extend into the southern part of the site, but fall outside of the existing and proposed development. Flood hazards are not increased by the proposed development. The 10-foot wide drainage easement that runs along the western boundary of the property will be will be reconstructed and rock-lined to better convey storm water and reduce velocity of runoff on the sloped site. A retaining wall and check dams will be constructed along the western edge at the property boundary to slow the flow of water and allow for infiltration. The existing detention pond at the end of the drainage swale, near the southwest corner of the property, will be expanded to capture increased runoff resulting from new impervious area.

Fire Prevention and Emergency Access
Emergency access requirements are satisfied by the provision of a 20-ft wide driveway and hammerhead turnaround. A fire hydrant is located on the property, and there are additional hydrants in close proximity on West Alameda Street.

Water and Sewer
The site is served by existing City water and sewer infrastructure. Five new dwellings are proposed with the Application, and these will create new water demand as follows:

New Indoor Residential Water Demand = 0.16 AFY/DU x 5 DU = 0.8 AFY

Water demand offset fees will be paid upon issuance of building permits for the five proposed dwellings. The Water Division is requiring the Applicant to extend the existing 6" water main west along the southern boundary of the property in order to allow for future looping for new development that may occur to the west. This looping will provide for increased water flow.

Impact on Schools
As the proposed development will only add five new dwelling units to the existing site, it was not necessary to notify Santa Fe Public Schools per SFCC Subsection 14-8.16(B)(1).

Santa Fe HOMES Program
In accordance with the current provisions of the Santa Fe Homes Program (SFHP), the Project will provide three affordable homes (20%) – one unit in each income range: 50-65% AMI, 66-80% AMI, 81-100% AMI. Additionally, Homewise has received a private donation to support increased housing affordability for the project, which is projected to benefit 50% of the fourteen units at affordable pricing for Santa Fe.

The project will utilize the 15% density bonus for the provision of affordable housing in compliance with the SFHP. The calculation is as follows:

Gross Lot Area = 2.01 acres
Floodway Area = 0.21 acres (9,381 sq.ft.)
Net Lot Area = 1.79 acres
Base Density = 1.79 acres x 7 dwelling units/acre = 12.53 dwelling units
Proposed Density = Base Density + 15% SFHP Density Bonus = 14 dwelling units

The signed SFHP proposal is found in Exhibit D(2).

Homeowners Association and Private Covenants
Articles of Incorporation, Bylaws, and Homeowners Association Restrictions and Covenants will be reviewed by City Staff and the City Attorney's Office prior to recordation of the development plan per SFCC 14-9.5(A)(2) and 14-8.2(K)(1).

VII. DEVELOPMENT PLAN APPROVAL CRITERIA SECTION 14-3.8(D)(1)

SFCC Section 14-3.8 governs the authority, procedures, and restrictions for development plans. The Criteria for approval of Development Plans are detailed below:

Criterion 1: that the Planning Commission has the authority and is empowered to approve the development plan under the section of Chapter 14 described in the application;	**Criterion Met:** (Yes/No) **YES**
Santa Fe City Code (SFCC) Subsection 14-3.8(B)(2) requires a development plan for rezoning applications. Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings.	
Criterion 2: that approving the development plan will not adversely affect the public interest; and	**Criterion Met:** (Yes/No) **YES**
The Governing Body has implemented the General Plan and ordinances in order to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. Subject to staff recommended conditions of approval, the proposed development plan would not adversely affect the public interest. The proposed Development Plan does not adversely impact the public interest, but rather the project will benefit the public by increasing the supply of much-needed affordable housing and creating home ownership opportunities in the area. Pedestrian connectivity is improved by extending the sidewalk along the south side of West Alameda Street and by providing a direct connection for residents to the Santa Fe River Greenway Trail. Storm water management is improved through extensive upgrades to the drainage easement along the west property boundary.	
Criterion 3: that the use and any associated buildings are compatible with and adaptable to buildings, structures and uses of the abutting property and other properties in the vicinity of the premises under consideration.	**Criterion Met:** (Yes/No) **YES**
The proposed residential uses and density are compatible with adjacent uses and densities. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. As stated above, the project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District. This sub-area is intended as a transitional area between more compact urban densities to the east and rural densities to the west. Because of the presence of City water and sewer infrastructure in this area, R-5 and R-7 zoning and associated development densities are recommended for this area by both the General Plan and the West Santa Fe River Corridor Overlay.	

VIII. EARLY NEIGHBORHOOD NOTIFICATION

An Early Neighborhood Notification meeting was held via Zoom on July 22, 2021. Five current residents attended. Homewise staff have continued to meet with these attendees and other residents to address questions and concerns. Discussion has included strategies to improve resident collaboration in the entitlement and development process, management of storm water, driveway improvements, creation of new parking areas, storage, construction timelines, and ideas for minimizing resident impacts, particularly in regards to renovations of occupied units.

IX. EXPIRATION

The rezoning, if approved by the Governing Body, will run with the land, is transferrable, and will not expire.

Per SFCC Section 14-3.19(B)(4) “Approval of a final development plan, or any development plan for which no preliminary development plan was required, shall expire three years after final action approving it unless actual development of the site or offsite improvements has begun and is continued pursuant to Subsection 14-3.19(B)(6).” Therefore, should the Commission recommend approval the preliminary development plan to the Governing Body and adopt Findings of Fact and Conclusions of Law at this hearing, the expiration date would be determined by the date of their final action.

X. ATTACHMENTS:

EXHIBIT A: Draft Findings of Fact and Conclusions of Law
1. Case #2021-4244 Rezoning
2. Case #2021-4245 Development Plan

EXHIBIT B: Development Review Team Memoranda
1. Compiled Technical Corrections
2. Terrain Management & ADA Site Review
3. Fire Prevention Review
4. Water Review

EXHIBIT C: Maps and Photos
1. Future Land Use
2. Current Zoning
3. Aerial
4. Street Views

EXHIBIT D: Applicant Materials
1. Project Report
2. Santa Fe Homes Proposal
3. Select pages from West Santa Fe River Corridor Plan
4. Proposed Development Plan

APPROVED BY:

Title	Name	Initials
Acting Planning and Land Use Director	Jason Kluck	*jmk*
Land Use Planner Manager	Noah Berke, AICP	NLB
Land Use Department Case Manager	Lee Logston. AICP	*LL*

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit A

Draft Findings of Fact and Conclusions of Law

1. **Case #2021-4244 Rezoning**
2. **Case #2021-4245 Final Development Plan**

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).

In related Case #2021-4245, the Applicant requests final development plan approval for fourteen residential units for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.

Rezoning

1. Pursuant to SFCC 1987 Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
2. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4245, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
3. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
4. In this case, the Applicant seeks a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
6. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i), the Commission finds that the criterion is not applicable.
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(ii), the Commission finds that the criterion is not applicable.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
12. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.

13. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
14. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Commission finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style
15. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Commission finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
16. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.
17. Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Commission finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the rezoning, as requested in the Application for Case #2021-4244.

_____ _____

Brian Gutierrez, Chair Date

FILED:

_____ _____
Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____
Patricia Feghali Date
Assistant City Attorney

EXHIBIT B

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4245
2190 W. Alameda Street; Los Canales Final Development Plan

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests approval of a final development plan for fourteen residential units (Project). The Property is zoned R-5 (Residential- five dwelling units per acre).

In related Case #2021-4244, the Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the final development plan Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval by the Governing Body of the final development plan, subject to Conditions and the technical corrections set forth in the Staff Report and exhibits.

Development Plan

7. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding development plans required for rezonings.
8. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4244, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
9. Under SFCC 1987 Section 14-4.2(E)(2), a R-7 rezoning request requires consideration and approval by the Commission and the Governing Body of a development plan for the property.
10. In this case, the Applicant wishes to establish custom setbacks through the development plan to account for existing conditions.
11. SFCC 1987 Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a recommendation to the Governing Body based on the criteria set out in SFCC 1987 Section 14-3.8(D).
12. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
13. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
14. 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 recommending approval a development plan.
15. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
16. SFCC 1987 Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings
17. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision ofaffordable housing in a neighborhood-sensitive manner.
18. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.

19. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Commission "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
20. The Commission finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. The Commission has the authority to review and make recommendations to the Governing Body regarding development plans related to rezoning requests.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested final development plan, subject to the conditions and technical corrections recommended by staff, because all applicable code requirements and criteria for recommendation of approval of the proposed final development plan have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the final development plan for the Property, as requested in the Application for Case #2021-4245, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The final development plan shall expire three years after issuance of Governing Body approval per SFCC 1987 Section 14-3.19(B)(4) unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC Section 14-3.19(B)(6).

_____ _____

Brian Gutierrez, Chair Date

FILED:

_____ _____

Kristine Bustos-Mihelcic Date
City Clerk

APPROVED AS TO FORM:

_____ _____

Patricia Feghali Date
Assistant City Attorney

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit B

Development Review Team

1. **Compiled Technical Corrections**
2. **Terrain Management & ADA Site Review**
3. **Fire Prevention Review**
4. **Water Review**

EXHIBIT B1
Technical Corrections
Case #2021-4244 4245
2190 W. Alameda Street Los Canales Final Development Plan

TECHNICAL CORRECTIONS	Department	Staff
1. ADA accessible route from the street does not appear to meet the required maximum running slope of the walking surfaces. Multi-family developments must comply with the maximum 1:20 running slope. ADA note on sheet 6-6 states the running slopes shall not exceed 5% without handrail, but no handrail locations are detailed in these plans. Detail all areas with running slopes greater than 5% and all handrail locations on sheet 6-6. Show that the ramps do not exceed the maximum of 30" rise. Show compliant landing areas. Show that all ramps will not exceed a running slope of 1:12. 2. Striping plan to include crosswalk area to adequately delineate the continuation of the accessible route across the driving area. 3. Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process. 4. See ADA Comment sheet for more.	Technical Review Division/Terrain Management/ADA Site	Dee Beingessner
1. Proposed pedestrian connection to Santa Fe River Trail will have to cross a drainage culvert and an engineering detail for this crossing should be included in the final plans.	Public Works	Leroy Pacheco
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 2009 Section 503.2.1). 2. 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. Fire Department shall have 150 feet distance to any portion of the building on any new construction. (IFC 2009 section 503.1.1). 4. Shall comply with table D103.4 Requirements for Dead-End Fire Apparatus Access Roads. 5. 507.5 Fire hydrant systems: Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6, 507.5.1 where required: Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet (122 m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building. 6. Shall have water supply that meets fire flow requirements as per IFC (Appendix B). 7. Shall comply with Section D102.1: Access and Loading (75,000 lbs). 8. Shall comply with IFC 2009 Section D103.2 Grade: Fire apparatus access roads shall not exceed 10 percent in grade. 9. Shall comply with IFC 2009 Section D103.5 Fire apparatus access road gates. 10. Shall comply with Section D106 Multiple-Family Residential Developments.	Fire Prevention	Geronimo Griego

EXHIBIT B

EXHIBIT B1
Technical Corrections
Case #2021-4244 4245
2190 W. Alameda Street Los Canales Final Development Plan

11. Shall meet the IFC code requirements 2015 edition or the most current edition the governing body has adopted at the time of permitting.		

EXHIBIT B

EXHIBIT B

Development Review Team
Comment Form

Date: 10/7/21

Staff person: Dee Beingessner

Dept/Div: Land Use/Terrain Management

Case: **Case #2021-4244 thru 4245 West Alameda Street Los Canales**

Case Mgr: Lee Logston

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 Drainage report issues – The report needs to summarize how much storage is required to meet the required reduction in flow to predevelopment levels. The narrative must also state where required storage volume will be provided. It sounds like there are many areas but they have not been detailed with locations and volumes.	Prior to recording plat
2 Show downspout locations on buildings and how water will be directed to ponding or landscaped areas.	
3 Label all ponding areas on Grading and Drainage sheets and show volumes detained/retained in each area. If landscaped areas are used for ponding volume requirements, label those volumes in each area.	
4 The energy dissipator will require minimum of 5' fencing to protect from anyone entering the deep water.	
5 Detail erosion protection at exit of energy dissipator	
6 Include detail of check dam	

Technical Corrections*:	Must be completed by:
1 ADA accessible route from the street does not appear to meet the required maximum running slope of the walking surfaces. Multi-family developments must comply with the maximum 1:20 running slope. ADA note on sheet 6-6 states the running slopes shall not exceed 5% without handrail, but no handrail locations are detailed in these plans. Detail all areas with running slopes greater than 5% and all handrail locations on sheet 6-6. Show that the ramps do not exceed the maximum of 30" rise. Show compliant landing areas. Show that all ramps will not exceed a running slope of 1:12.	Prior to recordation or permitting

2 Striping plan to include crosswalk area to adequately delineate the continuation of the accessible route across the driving area.	Prior to recordation or permitting
3 Other comments will be provided on these plans at the time of the building permit and changes may be required during permitting process	Prior to permitting
	Prior to permitting

*Must made prior to recording and/or permit issuance

ADA Approval Comments: Provide Design Professional Seal and signature with date signed on all drawing sheets. Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608). Sidewalks within the subdivision shall provide for a continuous accessible path of travel route(s). (Provide signage at closest intersection with accessible connection indicating "Accessible Route Ends Ahead" or "No Accessible Route" and provide detour at any temporary or permanent inaccessible routes.) Walking surfaces along the accessible path of travel route(s) shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Walking surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes. Accessible street crossing locations provided shall be compliant with NMDOT Pedestrian Access Route Details (Serial 608) and shall be approved by the City's Traffic Engineering Division prior to permit application. Please include documentation of this approval with the building permit submittal. Driveway and intersection crossings shall not exceed 2% cross slope, shall 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.	Prior to Recording

At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks. Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8. Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5) Off-Street parking a striped or metered on-street parking shall comply with: 2015 NM Accessible Parking Checklist 2010 ADA Standards - 208.2.3 Residential Facilities. Parking spaces provided to serve residential facilities shall comply with 208.2.3. 208.2.3.3 Parking for Guests, Employees, and Other Non-Residents. Where parking spaces are provided for persons other than residents, parking shall be provided in accordance with Table 208.2. Provision for ADA parking, signage and sidewalk access at striped and/or metered on-street parking spaces is recommended and may be required for public infrastructure. See State Proposed PROWAG On-Street parking scoping requirements for details.	

Technical Corrections*: Must be completed by:

N/A	Prior to recording

*Must made prior to recording and/or permit issuance

The applicant should be aware that the following code provisions or other requirements will apply:

General ADA Site Compliance Requirements for all phases of development of this project, as applicable

On-Site ADA Site Compliance Requirements as applicable:

IEBC Section 705, Accessibility: Businesses must comply with the provisions of the ADA Standards to the "maximum extent feasible" with a building alteration. The costs for the added ADA work is considered disproportionate if it is over 20% of the costs of the project. Improvements should be prioritized up to the 20% limit: entrance; route to the primary function area; at least one unisex ADA restroom or one restroom for each sex serving the area; drinking fountains serving the area; other.

Accessible path(s) of travel route shall be provided from the Public Right-of-Way and accessible parking aisle(s) to accessible building entrance(s) and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. Ensure accessible route(s) from the Public Right-of-Way and accessible parking space aisle(s) to building entrance(s) are provided and maintained. Provide detectable warning surfaces at curb ramps and transitions to driveway crossings along the accessible paths of travel as applicable.

IBC 1104.1 Site arrival points: At least one (firm, stable, slip resistant) accessible route within the site shall be provided from: public transportation stops, accessible parking, accessible passenger loading zones, and public streets or sidewalks to the accessible building entrance served.

Accessibility feature design within the Site shall comply with NMDOT Pedestrian Access Route Details (Serial 608) or demonstrate compliance with applicable ADA regulations by other means as provided in the permitted Construction Documents.

All walk surfaces along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

All walk surfaces along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5’ diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30” vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.
Ramps within the site shall have 1:12 (8.33%) running slope and 1:48 (2%) cross slope max. With a max. rise of 30" and with 5' clear length landings where straight. Changes in direction shall comply with 304.3. Landing typical slope is 1.5% and shall not exceed 2% running and cross slope.

Curb Ramps shall have the required 5’ clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

Accessible parking spaces and access aisles shall not exceed 2% slope in any direction. 1%-1.5% is the preferred target slope.

ADA parking signage shall comply with the 2015 New Mexico Accessible Parking Checklist. Accessible Signage Detail - Signage with required language per the NM Accessible Parking Checklist is required at ALL ADA Parking spaces. Parking signage height shall be 84" above the floor of the parking space, measured to the bottom of the R7-8 sign in the Public right-of-way, accessible path of travel, pedestrian way or path of the means of egress. Locate Van Accessible Parking signs immediately below the reserved parking sign at wall mounted or other locations not in the pedestrian way. At Van Accessible signs located in the pedestrian way, the R7-8A Van Accessible sign shall be mounted at 84” to bottom of the sign. Wall mounted signs and signs not mounted in the public way shall be 60” (84" is preferred) minimum above the floor of the parking space, measured to the bottom of the sign.

ADA parking space and aisle striping shall comply with the 2015 NM Accessible Parking Checklist, Section 9 (NMBC-1111 Section 1.4 through 1.4.3). The ADA parking space access aisle shall be clearly marked by diagonal pavement striping. "NO PARKING" lettering shall be stenciled in 1 foot high min. and 2 inches wide min. strokes, and located at the drive end of the striped access aisle. The International Symbol of Accessibility (ISA) shall be stenciled at all parking spaces, centered on the space and aligned with the drive end of the parking space striping. All pavement striping and markings shall be stenciled with pavement paint; blue on concrete paving or white on asphalt paving.

Ensure ADA Accessible parking spaces are located in close physical proximity to any adjacent accessible entrances or accessible housing units (60% of all entrances shall be accessible on new construction), with the shortest path of travel available from the parking area to the unit(s) and accessible entrances. Ensure accessible routes from Accessible parking space aisle(s) to building entrance are provided/maintained.

Wheel stops are encouraged at all ADA accessible parking spaces to help ensure required clearance along the accessible path of travel is maintained.

Vertical clearance: Provide and maintain 80" of vertical clearance for the full width of all sidewalks/pedestrian routes. Rails or other barriers shall be provided where the vertical clearance is less than 80". The leading edge of such rails or barrier shall be located 27" max. above the floor. (307.4) Provide and maintain 98" vertical clearance at van parking spaces and access aisles, and accessible routes. (502.6) At Passenger Loading Zones, provide and maintain 114" min. vertical clearance at the exterior vehicular route and access aisles serving the vehicle pull-up space. (503.5)

Bicycle parking spaces shall comply with the requirements set forth in SFCC Chapter 14, (Subsection 14-8.6(E) along with Appendix Exhibit D, bicycle rack standards and dimensions for size, clearance and location.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

Off-Site ADA Site Compliance Requirements as applicable:

Accessibility feature design within the Public Right-of-Way shall comply with NMDOT Pedestrian Access Route Details (Serial 608).

Driveway and intersection crossings shall not exceed 2% cross slope, shall have a level maneuvering space, shall have 1/4" max. vertical deflections, and 10% max. flare slope.

Curb Ramps shall have the required 5' clear length landing and turning space. Changes in direction shall comply with 304.3. Curb Ramps within the site shall have a target running slope of 7% or less typical and 1:12 (8.33%) maximum. Curb Ramp landing target slope is 1.5% and shall not exceed 2% running and cross slope maximum in any direction.

All walk surface along the accessible path of travel shall be firm, stable and slip resistant and shall comply with Section 302, floor surface, 303.4 Ramps, 401 Accessible routes, 403 Walking surfaces, 405 ramps. At curb ramp landings and other transitions leading directly into the vehicular way along the accessible path of travel route(s), provide detectable warning surfaces immediately prior to entry into the vehicular way, road/drive crossings and cross walks.

Sidewalks and Walkways along the accessible path of travel shall not exceed 1:20 (5%) running slopes without handrail(s) in accordance with current ANSI 117.1 standards 505 & 2015 IBC 1014. Cross slopes shall not exceed 2% staff recommends 1% to 1.5% as a target cross slope. Walkways shall provide 5' diameter turning space every 200 linear feet of run. It is preferred to have marked crossings where the accessible route crosses vehicular traffic lanes.

Edge protection/guard rails/handrails shall be provided at steps, sidewalks and walkways with greater than 30" vertical change in grade adjacent to the path of travel. IBC 1015.2 - Where Required, Guards shall be located along open-sided walking surfaces, including mezzanines, equipment platforms, aisles, stairs, ramps and landings that are located more than 30 inches (762 mm) measured vertically to the floor or grade below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Guards shall be adequate in strength and attachment in accordance with Section 1607.8.

At time of construction, the Contractor shall ensure ADA compliance for construction of ADA accessible features and appurtenances, as detailed in, and in addition to, the approved construction permit documents as required. Improvements shall comply with ICC ANSI A117.1-2009 Chapters 1-5 and Chapter 7, 2015 New Mexico Accessible Parking Checklist, MUTCD, NMDOT Pedestrian Access Standards and PROWAG, NM State Statute and Administrative Code and DOJ regulations as applicable.

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): (see following pages for notes required)

EXHIBIT B

Development Review Team

Comment Form

Date: 10/18/2021

Staff person: Geronimo Griego

Dept/Div: Fire Prevention

Case: 2021-4244 4245 2190 W Alameda Los Canales Development Plan

Case Mgr: Lee Logston

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:

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 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 comply with IFC 2015 Section D103.2 Grade: Fire apparatus access roads shall not exceed 10 percent in grade. 9. Shall comply with IFC 2015 Section D103.5: Fire apparatus access road gates. 10. Shall comply with Section D106: Multiple-Family Residential Developments. 11. 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

EXHIBIT B

Development Review Team

Comment Form

Date: 10/12/2021

Staff person: Robert Jorgensen

Dept/Div: Public Utilities/Water

Case: **Case #2021-4244 & 4245 Los Canales Rezoning and Development Plan**

Case Mgr: Lee Logston

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 An approved Water Plan from the Water Division will be required. Water Plan comments will be submitted to the design engineer.	Prior to final plat / rezoning approval.
2 Provide a 25' wide public sewer and waterline easement across southern portion of property. Utilize the existing sewer easement running parallel to the Santa Fe River and widen by 5 feet on south side.	Prior to final plat / rezoning approval.
3	
4	

Technical Corrections*:	Must be completed by:
1	
2	
3	
4	

*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. Existing FH #1964 is currently rated at 750 gpm fire flow as it is an unlooped 6 inch main. Relocation of FH #1964 to a looped 6" main (move FH to the north about 50 feet and reconnect to existing 6" main) will increase fire flow rating to 1500 gpm.

EXHIBIT B

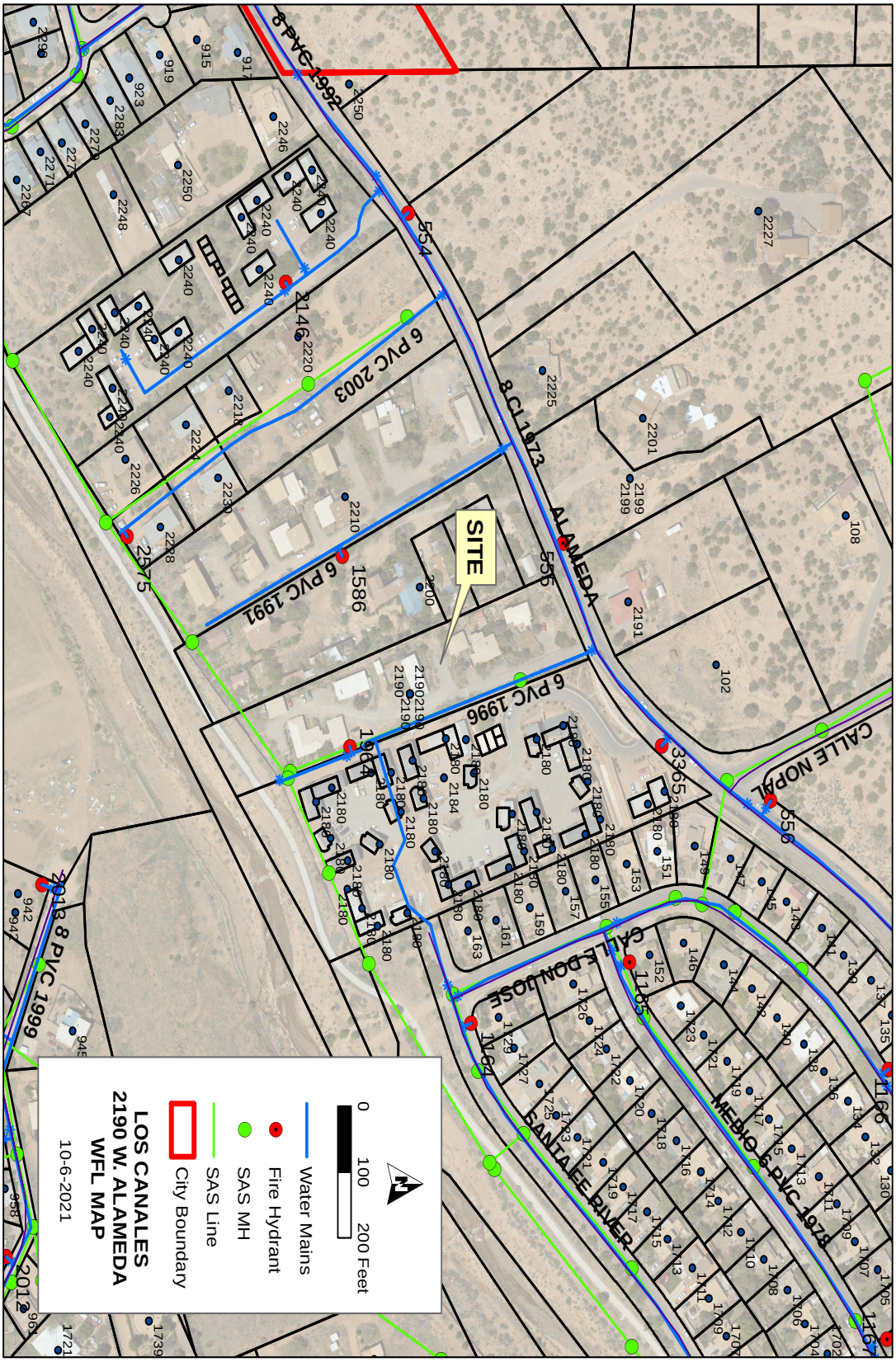

SITE
8 PVC 1992
6 PVC 2003
8 CL 1973
ALAMEDA
6 PVC 1991
6 PVC 1996
CALLE NOPAL
CALLE DON LOSE
SANTA FE RIVER
MEDIO 6 PVC 1978
8 PVC 1999
554
556
2575
1586
1964
3365
1165
1166
1167
2146
2012
0
100
200 Feet
Water Mains
Fire Hydrant
SAS MH
SAS Line
City Boundary
LOS CANALES
2190 W. ALAMEDA
WFL MAP
10-6-2021

EXHIBIT B

From: JORGENSEN, ROBERT N.
To: LOGSTON, LEE R.
Cc: JOHN P. DELMAR
Subject: Plaza Del Monte
Date: Thursday, October 14, 2021 1:21:50 PM
Attachments: Los Canales 2190 W Alameda WFL 10.06.2021.pdf
Plaza Del Monte WFL 10.06.2021.pdf

Lee,

Please see the Plaza Del Monte notes below and the attached location map (my DRT comments for Los Canales sent in separate email).

Please contact me or John Del Mar if any questions. Thanks.

Robert Jorgensen, PE
Engineer, Water Division
City of Santa Fe
(o) 505.955.4265
rnjorgensen@santafenm.gov

From: JORGENSEN, ROBERT N.
Sent: Thursday, October 7, 2021 12:50 PM
To: JOHN P. DELMAR <jpdelmar@santafenm.gov>
Subject: DRT Cases for Review at Friday Development Meeting

John,

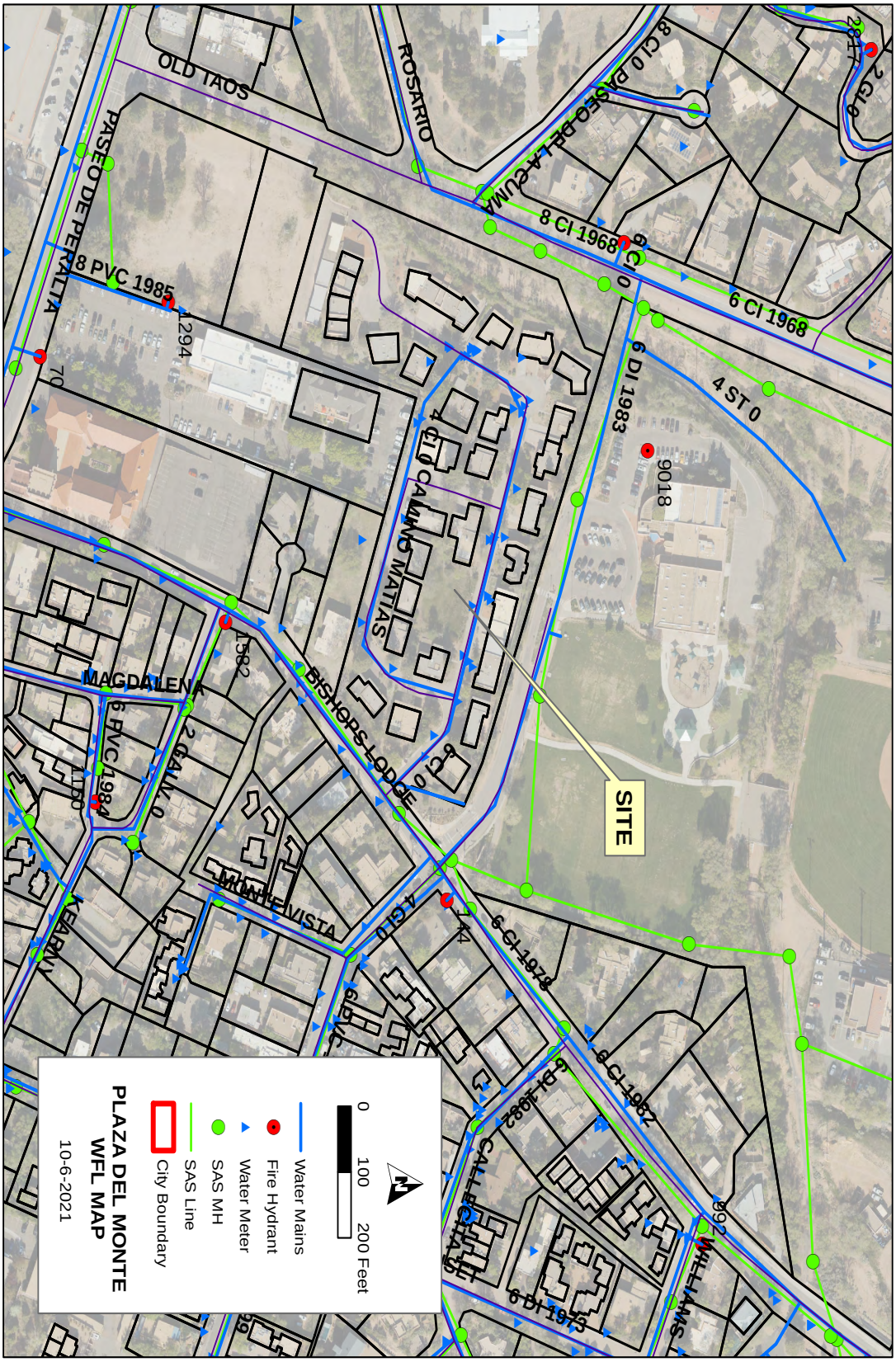
I have two DRT cases that I would like to go over in tomorrow's Development meeting.

Los Canales – 2190 W. Alameda Case 2021 – 4244 & 4245
This is a Homewise project that has an existing 6" main along easterly property boundary.
Issue: Extend main along southerly boundary for future looping of developments to west.

Plaza Del Monte – Case 2021-4246 & 4247
This development is a conversion from a Presbyterian owned tract with multiple housing units to a subdivision. The subdivision has City water mains and meters through most of site. Mains are in poor shape and Bill Huey is currently working on a rehab.
Issue: Water lines are undersized for fire protection. Coordination with SFFD is required for location additional FH's. A second feed point (e.g. tie to main in Fort Marcy) should be considered. As a condition subdivision approval, I bellieve that the developer be required to provide or share in upgrading water facilities as needed.

Robert Jorgensen, PE
Engineer, Water Division
City of Santa Fe

EXHIBIT B


SITE
OLD TAOS
ROSARIO
PASEO DE PERALTA
8 PVC 1985
8 Cl 1968
6 Cl 1968
6 Di 1983
4 ST 0
9018
1294
70
CALLE CATALINA MATIAS
1582
MAGDALENA
6 PVC 1984
2 CALLE 0
BISHOPS LODGE
MONTE VISTA
KEARNY
744
6 Cl 1974
6 Cl 1962
6 Di 1982
CALLE CHAVEZ
892
6 Di 1973
0
100
200 Feet
Water Mains
Fire Hydrant
Water Meter
SAS MH
SAS Line
City Boundary
PLAZA DEL MONTE
WFL MAP
10-6-2021

City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 West Alameda Street Rezoning and Development Plan
Planning Commission
November 4, 2021

Exhibit C

Maps and Photos

1. **Future Land Use**
2. **Current Zoning**
3. **Aerial Photo**
4. **Street Views**

Exhibit C1: Future Land Use Map

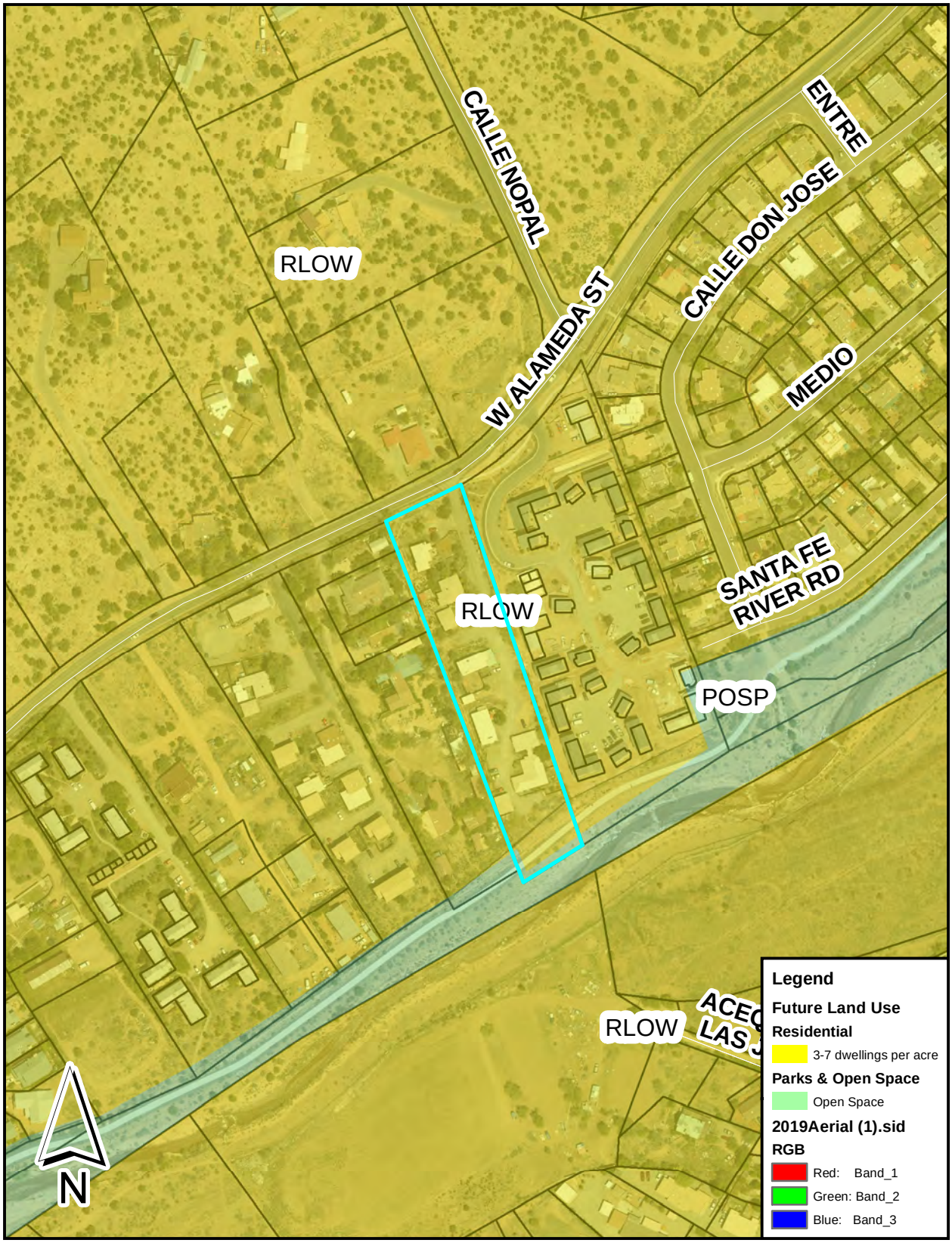


Exhibit C2: Current Zoning Map



Exhibit C3: Aerial View

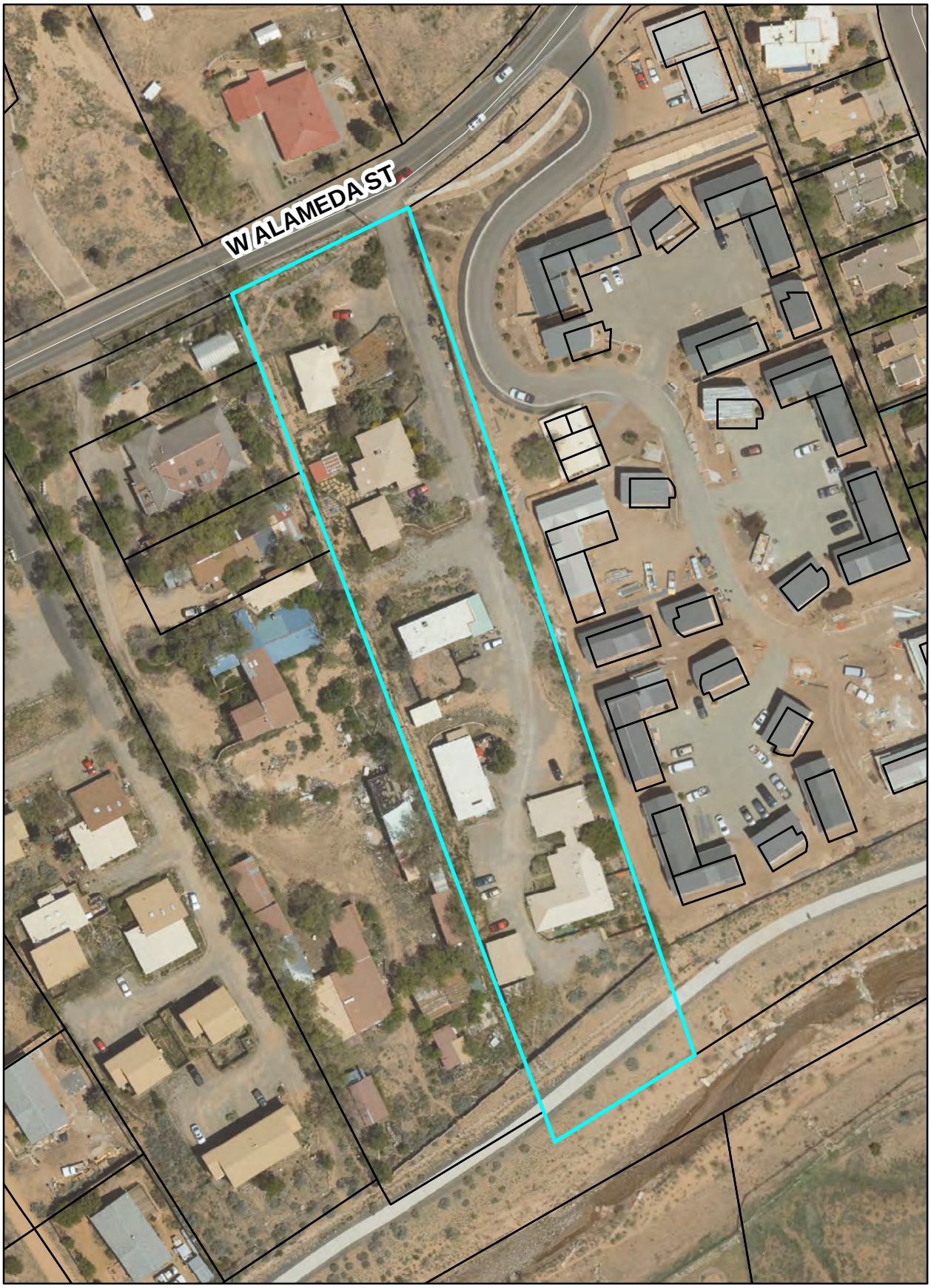


Exhibit C4: Google Views

Entrance at West Alameda Street



Proposed location of Unit 1. Setback to existing home is approximately 53’ from street.



City of Santa Fe, New Mexico

Case #2021-4244 4245
2190 W. Alameda Street Rezoning and
Final Development Plan
Planning Commission
November 4, 2021

Exhibit D

Applicant Materials

1. **Project Report**
2. **Santa Fe Homes Proposal**
3. **Pages from West Santa Fe River Corridor Plan**
4. **Proposed Development Plan**

EXHIBIT B

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT

September 20, 2021
(revised October 2021)

Lee Logston, Senior Planner
City of Santa Fe Current Planning Division
200 Lincoln Ave.
Santa Fe, NM 87501

RE: Letter of Application
Los Canales Rezoning and Development Plan

Dear Lee:

This letter is respectfully submitted on behalf of Homewise, Inc. (the "Applicant") in application for a Rezoning from R-5 (Residential, 5 dwellings per acre) to R-7 (Residential, 7 dwellings per acre) and an associated Development Plan for a 2.01-acre parcel at 2190 West Alameda Street, for consideration by the Planning Commission at their meeting of November 4, 2021.

Project Description

The ±2.01-acre subject property is located on the south side of West Alameda Street west of Calle Nopal and adjacent to the Santa Fe River Greenway Trail to the south. The property is zoned R-5 and is located in the West Santa Fe River Corridor Overlay District. Existing structures include 3 detached homes, 1 duplex, and 1 fourplex for a total of nine dwelling units, in addition to sheds and other accessory structures. The Applicant proposes to rezone the property to R-7, which requires the concurrent submittal of a Development Plan. The proposed Development Plan includes the construction of 2 new buildings to house 5 new dwellings, for a total of 14 dwelling units. A condominium regime will be established to provide homeownership opportunities. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable homes in compliance with the Santa Fe Homes Program requirements, and a private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

Zoning Compliance

The site is presently zoned R-5, and the proposed zoning is R-7. The purpose of R-7 zoning, per SFCC § 14-2.2(E), is to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability. The intent of this proposed rezoning aligns well with the purpose of the R-7 residential zone. The

total proposed lot coverage for the development is 17.3% (total roofed area = 15,166 sq.ft.), well below the allowable 40%

Per Table 14-7.2-1, setbacks in the R-7 district are established by a Development Plan and otherwise default to the setbacks specified for R-1 to R-6. The proposed Development Plan for the site establishes the following setbacks for the property:

Alameda Street Setback:	50 feet
Private Drive Setback:	2 feet for existing structures / 5 feet for new structures
Rear Yard Setback:	10 feet

The subject property is also situated within the West Santa Fe River Corridor Overlay District. In compliance with the Overlay standards for developments with a density of 5 dwellings per acre or greater, 14.7% of the land area of the subject property (12,941 sq.ft) has been reserved as Common Open Space on the proposed Development Plan.

Rezoning Approval Criteria

The rezoning approval criteria outlined in SFCC §14-3.5(C) and (D) are addressed below:

(1) The planning commission and the governing body shall review all rezoning proposals on the basis of the criteria provided in this section, and the reviewing entities must make complete findings of fact sufficient to show that these criteria have been met before recommending or approving any rezoning:

(a) *One or more of the following conditions exist:*

(i) *there was a mistake in the original zoning.*

N/A

(ii) *there has been a change in the surrounding area, altering the character of the neighborhood to such an extent as to justify changing the zoning.*

N/A

(iii) *a different use category is more advantageous to the community, as articulated in the general plan or other adopted city plans.*

Applicant Response: The project is located within the Rio Vista Sub-Area of the West Santa Fe River Corridor Overlay Zoning District, as described in the West Santa Fe River Corridor Plan (adopted, December 2017). The Plan describes this Sub-Area as being a transitional area between more compact urban densities to the east and more open rural densities to the west. In addition, due to the availability of City water and sewer infrastructure in this area, the Plan recommends R-5 and R-7

zoning densities. The proposed rezoning of the property from R-5 to R-7 is consistent with the types of future development contemplated and encouraged in this area of the Overlay District and is more advantageous to the community because it allows for the efficient use of public infrastructure, an increase in much-needed housing supply, and the creation of new affordable housing. Furthermore, as previously stated, the intent of the proposed rezoning aligns well with the purpose of the R-7 district, per SFCC § 14-2.2(E), which is to allow for a greater intensity of residential land use, to encourage infill development on underdeveloped land, and to allow a housing density that enables affordability.

(b) *all the rezoning requirements of Chapter 14 have been met.*

Applicant Response: All rezoning requirements of Chapter 14 have been met.

(c) *the rezoning is consistent with the applicable policies of the general plan, including the future land use map.*

Applicant Response: The proposed rezoning and redevelopment program supports General Plan themes of Affordable Housing, Sustainable Growth, and Character, respecting the evolution of land use patterns while preserving community character, efficiently utilizing infrastructure through infill development, and responding to Santa Fe's substantial housing demand. The proposal is also consistent with General Plan principles calling for the Protection of Natural Resources, Network of Open Space, Respect for Traditional Communities, and Corridor Protection between Urban and Rural Uses. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.

(d) *the amount of land proposed for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city.*

Applicant Response: General Plan Figure 4-4, Urban Sub-Areas, designates the subject property and surrounding area as an "Infill Area." The Growth Management Chapter of the General Plan specifically calls for prioritization of infill development in Santa Fe in order to maximize the efficient use of public infrastructure, while meeting the demand for urban land for development and directing new growth towards the historic core of the city rather than on the undeveloped fringes. The proposed infill project is in alignment with these strategic directives.

(e) *the existing and proposed infrastructure, such as the streets system, sewer and water lines, and public facilities, such as fire stations and parks, will be able to accommodate the impacts of the proposed development.*

Applicant Response: The subject parcel is currently served by existing roadways and public water and sewer infrastructure. In addition, the site is adjacent to the Santa Fe

River Greenway Trail, providing access to the City's network of urban trails and open space. The addition of five new dwellings on the property will have minimal impacts on the existing infrastructure, and proposed site improvements will compliment and enhance the adjacent public facilities.

(2) Unless the proposed change is consistent with applicable general plan policies, the planning commission and the governing body shall not recommend or approve any rezoning, the practical effect of which is to:

(a) allow uses or a change in character significantly different from or inconsistent with the prevailing use and character in the area;

(b) affect an area of less than two acres, unless adjusting boundaries between districts; or N/A

(c) benefit one or a few landowners at the expense of the surrounding landowners or general public.

Applicant Response: The proposed project aligns well with numerous General Plan policies and principles, as addressed above. Further, it is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.

SFCC §14-3.5 (D): Additional Applicant Requirements

(1) If the impacts of the proposed development or rezoning cannot be accommodated by the existing infrastructure and public facilities, the city may require the developer to participate wholly or in part in the cost of construction of off-site facilities in conformance with any applicable city ordinances, regulations or policies;

Applicant Response: The impacts of the proposed rezoning and development of 5 new dwellings will be minimal and easily accommodated by existing infrastructure and public facilities.

(2) If the proposed rezoning creates a need for additional streets , sidewalks or curbs necessitated by and attributable to the new development , the city may require the developer to contribute a proportional fair share of the cost of the expansion in addition to impact fees that may be required pursuant to Section 14-8.14.

Applicant Response: No new streets will be needed as a result of the rezoning, and a new sidewalk will be constructed along West Alameda Street.

Development Plan Approval Criteria

The Development Plan approval criteria outlined in §14-3.8(D)(1) are addressed below:

a) that the land use board is empowered to approve the plan under the section of Chapter 14 described in the application

Applicant Response: The Planning Commission has the authority to approve the Development Plan in accordance with §14-2.3(C)(1).

b) that approving the development plan does not adversely affect the public interest

Applicant Response: The proposed Development Plan does not adversely impact the public interest, but rather the project will benefit the public by increasing the supply of much-needed housing, increasing housing affordability in the area, enhancing pedestrian connectivity by extending the sidewalk along the south side of West Alameda Street and by providing a direct connection for residents to the Santa Fe River Greenway Trail, and by improving storm water management by constructing extensive upgrades to the drainage easement along the west property boundary. Furthermore, the proposed project enhances existing conditions, preserves neighborhood character, and creates homeownership opportunities for current tenants and new residents.

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.

Applicant Response: The proposed residential uses and density are compatible with adjacent uses and densities. The River Trail Lofts to the east at 2180 W. Alameda Street is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. As stated above, the project is located within the Rio Vista Sub-Area of the West Santa Fe River Corridor Overlay Zoning District. This Sub-Area is intended as a transitional area between more compact urban densities to the east and more open rural densities to the west. In addition, because of the presence of City water and sewer infrastructure in this area, R-5 and R-7 zoning and associated development densities are recommended for this area. The proposed development plan for the property and rezoning from R-5 to R-7 are consistent with the types of future development contemplated and encouraged in this area of the Overlay District.

Santa Fe Homes Program

In accordance with the current provisions of the Santa Fe Homes Program ("SFHP"), the Project will provide three affordable homes (20%) – one unit in each income range: 50-65% AMI, 66-80% AMI, 81-100% AMI. Additionally, Homewise has received a private donation to support increased housing affordability for the project, which is projected to benefit 50% of the 14 units at affordable pricing for Santa Fe.

The project will utilize the 15% density bonus for the provision of affordable housing in compliance with the SFHP, and the calculation is as follows:

Gross Lot Area =	2.01 acres
Floodway Area =	0.21 acres (9,381 sq.ft.)
Net Lot Area =	1.79 acres
Base Density =	1.79 acres x 7 DU/acre = 12.53 DU
Proposed Density =	Base Density + 15% SFHP Density Bonus = 14 DU

Please refer to the attached SFHP Proposal for more information.

Access and Traffic

The Project is presently accessed via a private driveway off of West Alameda Street, and this access will not change with the proposed redevelopment of the site. Because the majority of the dwelling units in the project already exist, no Traffic Impact Analysis was requested by staff.

Improvements on West Alameda Street include 5-ft concrete sidewalks interior to the existing guardrail. Driveway improvements are proposed, including re-grading and re-surfacing the private access drive, as well as retaining walls to reduce the existing steep grade at the northern end of the driveway. In addition, 5-ft sidewalks will be constructed along one side of the private drive, and 30 formalized parking spaces will be provided (exceeds the requisite 2 per dwelling unit). A shared access and utility easement will be created along the private drive, and all roadway maintenance will be the responsibility of a new condominium owner's association. Additionally, a pedestrian connection will be made to the adjacent Santa Fe River Greenway Trail in order to enhance access to the City's network of trails and open space.

Terrain Management

All terrain management regulations will be met. The limits of the 100-year floodplain associated with the Santa Fe River fall outside of the existing and proposed development along the southern portion of the property, and flood hazards will not be increased by the proposed development. The drainage easement that runs along the western boundary of the property will be improved such that it will function properly to convey storm water and reduce velocity. The 10-ft wide drainage easement will be reconstructed and rock-lined. A retaining wall will be constructed along its western edge at the property boundary, and check dams will be installed along the easement to slow the flow of water and allow for infiltration. In addition, an existing detention pond at the end of the drainage swale, near the southwest corner of the property, will be utilized and slightly expanded. This detention pond will capture increased runoff that will result from new impervious area and will further slow storm water that is conveyed by the swale such that any water that overflows to the Santa Fe River will not exceed historic flows.

The site generally slopes from north to south, with steep grades from West Alameda Street down to the buildable area of the site. The private driveway off West Alameda will be rebuilt, and retaining walls installed in order to create reasonable driveway, parking, and sidewalk grades. Passive water harvesting will be employed in open areas around buildings, and preservation of

existing mature vegetation will be prioritized. See Terrain Management Report and Grading and Drainage Plan for more detail.

Parking, Landscaping & Lighting

Per SFCC Table 14-8.6-1, two parking spaces are required per residential unit. The total required parking for the proposed 14-unit development is 28 spaces, and 30 spaces are provided.

No new landscaping or site lighting is proposed, as preservation of neighborhood character and existing mature and native vegetation is a top priority.

Water and Wastewater

The Project will be served with existing City water and sewer infrastructure. Five new dwellings are proposed with the Application, and these will create new water demand as follows:

New Indoor Residential Water Demand = 0.16 AFY/DU x 5 DU = 0.8 AFY

Water demand offset fees will be paid upon issuance of building permits for the five proposed dwellings.

Solid Waste

The proposed subdivision will continue to be served by the City of Santa Fe Solid Waste Management Division.

Archaeology

The Project is located in the River and Trails Archaeological District. An archaeological survey was conducted, and an Archaeological Clearance Permit has been issued by the City of Santa Fe Archaeological Review Committee (ARC). See the attached ARC Action Letter for reference.

Fire Protection and Emergency Access

Emergency access requirements are satisfied by the provision of a 20-ft wide driveway and hammerhead turnaround. A fire hydrant is located on the property, and there are additional hydrants in close proximity on West Alameda Street.

Early Neighborhood Notification

An Early Neighborhood Notification meeting was held on July 22, 2021. Five current residents were in attendance, and Homewise staff have continued to meet with and reach out to these attendees and other residents to address questions and concerns. Discussion has included strategies to improve resident collaboration in the entitlement and development process, storm water management concerns, driveway improvements and new parking areas, storage needs,

timeline for construction, and ideas for minimizing resident impacts, particularly in regards to home renovations

In support of these requests, the following documentation is submitted herewith for your review and consideration:

1a. Rezoning Application
1b. Development Plan Application
2. Letter of Owner Authorization
3. Lot of Record Deed and Plat
4. SFHP Proposal
5. Terrain Management Report
6. Archaeological Review Committee Action Letter
7. ENN Notes
8. Development Plan Set

The Application Fees are calculated as follows:

Rezoning	$1,000.00
Development Plan	$7,000.00 (Construction Valuation = $1M)
Posters	$ 0.00 (will re-use ENN poster)
TOTAL:	$8,000.00

Please let us know if you have any questions or need additional information.

Thank you for your consideration.

Sincerely,



Jennifer Jenkins
JenkinsGavin, Inc.

EXHIBIT B

City of Santa Fe
SANTA FE HOMES PROGRAM
P R O P O S A L
"Los Canales"
2190 West Alameda Street
Santa Fe, New Mexico

This Santa Fe Homes Program Proposal ("SFHP Proposal") is made this 17 day of September 2021 by ***Homewise, Inc.*** ("SFHP Developer").

RECITALS

A. SFHP Developer is the developer of ***Los Canales*** hereinafter referred to as the "Property".

B. SFHP Developer desires to ***rezone and develop*** the Property.

C. It is understood that all representations made herein are material to the City and that the City will rely upon these representations in permitting or approving development of the Property.

PROPOSAL

SFHP Developer proposes to comply with the SFHP requirements as follows:

A. DEVELOPMENT REQUEST. SFHP Developer seeks ***rezoning and development plan*** approval.

B. SFHP PLAN. The project has an area of approximately **2.01** acres, proposed zoning is **R-7,** permitting 7 dwelling units per acre. SFHP Developer proposes to build **5 new dwelling units** in addition to the 9 existing dwelling units on site, for a **total of 14 dwelling units**. Developer agrees to comply with the Santa Fe Homes Program ordinance. SFHP which requires that 20% of these homes are affordably-priced, resulting in **3 affordable homes.** The SFHP Plan shall include the number of bedrooms and bathrooms, the minimum square footage and the minimum household size, the income range to be served

and the current SFHP Home price for each SFHP Home as set forth in Section 8.2 of the SFHP Administrative Procedures. If the development is constructed in phases, a SFHP Plan for each phase shall be reviewed and approved by the City and recorded at the County Clerk's office prior to issuance of a building permit by the City for that phase.

C. SUCCESSORS IN TITLE. SFHP Developer proposes to develop the Property consistent with this SFHP Proposal. In the event that SFHP Developer sells, assigns, leases, conveys, mortgages, or encumbers the Property to any third party, the third party shall be required to execute a SFHP Agreement consistent with this Proposal prior to obtaining any City approvals.

D. MONITORING. SFHP Developer proposes to provide such information and documentation as the City may reasonably require in order to ensure that the actual sales were in compliance with the SFHP Agreement.

E. DEVELOPMENT INCENTIVES. SFHP Developer **does not** request a **density** bonus (15%). However, the SFHP Developer does request fee waivers and reduced fees for the affordable units as per SFCC 14.8.11(G)(2), including: Impact Fees, Wastewater UECs and Building, Electrical, Plumbing & Mechanical Permit Fees. Water UECs (not including the construction costs associated with installation) are REDUCED.

E. REVISIONS, MODIFICATIONS AND SUPPLEMENTATION OF THIS PROPOSAL. In the event that the SFHP Developer or the City make material modifications, including modifications to the number of lots or units or the area covered by the Proposal, a revised SFHP Proposal shall be promptly submitted to the Office of Affordable Housing in order to provide a SFHP Proposal that is current and reflects the intended development.

IN WITNESS WHEREOF, this Proposal is made the day and year first written above.

SFHP DEVELOPER:

_____
{Signature}

Daniel J Slavin Director RED
{Print Name & Title of Developer.}

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 17th day of September 2021, by Daniel Slavin .the {title} Director of RED of {entity} Homewise

OFFICIAL SEAL
Norma L. Campos
NOTARY PUBLIC - STATE OF NEW MEXICO
My Commission Expires: July 9th 2024
NOTARY PUBLIC

My Commission Expires:

July 9th 2024

REVIEWED BY:

_____ _____
OFFICE OF AFFORDABLE HOUSING DATE
Alexandra Ladd, Director

Attach: Exhibit 1 - Development layout (proposed)
Exhibit 2 - Pricing Schedule

EXHIBIT 1

Site Plan

EXHIBIT 2

SANTA FE HOMES PROGRAM
SFHP PLAN AND HOME SALES PRICING SCHEDULE
Effective April 2021*

Income Range	*One Bedroom* *1-2 person HH* *(850 sq ft min)*	*Two Bedrooms* *1-2 person HH* *(1,000 sq ft min)*	*Three Bedrooms* *3-4 person HH* *(1,150 sq ft min)*
2 (50-65%AMI)	Max. Price $128,500	Max. Price $146,750	Max. Price $165,250
3 (65-80%AMI)	Max. Price $167,000	Max. Price $190,750	Max. Price $214,750
4 (80-100%AMI)	Max. Price $205,500	Max. Price $235,000	Max. Price $264,250

Prices reflect April 2020 HUD Area Median Incomes for Santa Fe. Refer to Section 26-1.16 (B) and the SFHP Administrative Procedures. For specific requirements contact The Office of Affordable Housing.

AFFORDABILITY CALCULATION
Single Family Building Lots

The project has an area of approximately 2.01 acres, is rezoned to R-7, permitting 7 dwellings per acre. The required number of SFHP units is 20% of the total units, 5% each in Income Ranges 2 and 4 and 10% in Income Range 2. The project proposes to build 5 new residences in addition to the 9 existing dwellings, for a **total of 14 dwelling units**.

CALCULATION for the SFHP requirement:

= Total number of units multiplied by (0.2) = # of Units Required
= **14** total units x 0.2 = **2.8 SFHP unit**(s) are required
= **3 lots/units** delivered

NOTE: The home prices and fractional fee schedule are modified by the City according to Section 8.7.3 of the SFHP Administrative Procedures to reflect annual changes in the median income levels. The SFHP Home prices shown in this SFHP Agreement are the prices in effect at the time this Agreement is made. The current SFHP prices that are in effect at the time the SFHP Home is made available for sale or the fractional fees are paid, determines the actual SFHP Home Price and/or amount of fractional fee. The prices are updated annually.

Rio Vista Area

Land Use Issues/Approach – The Rio Vista Area is primarily developed with city subdivisions of 5 to 7 units per acre using city water and wastewater systems. East of Calle Nopal, West Alameda Street is a semi-urban section of roadway containing sidewalk, curb & gutter, drainage and street lighting on the south side only, while remaining a generally rural section on the north side of the roadway. West Alameda Street, in the Rio Vista Area, should be part of an overall design study and improvement plan, though fewer improvements may be needed east of Calle Nopal. While the current development pattern has transitioned to city subdivisions, such as the Rio Vista subdivision, some residential infill continues (i.e. 5-7 units per acre) with the recent approval of the River Lofts development.

1. **Recommended Future Land Use:** ***Residential, 3-7 Dwellings per Acre*** *(No change recommended)*
2. **Recommended Zoning:** ***Residential, R5 and R7*** *(No change recommended)*
3. **West Alameda Street Design and Improvement Plan:**
   The City should prepare a Design and Improvement Plan for West Alameda Street along the Rio Vista Area to La Joya Road. Most of the improvements in this area may be needed along the north side of West Alameda Street, where topography allows improvements.
4. **Development Plan Requirements:** (Also see "Overlay" standards section)
   A. **West Alameda Street Frontage Requirements:**
      1. **Development Plans –** *Minimum of 250 feet of frontage width along West Alameda Street to be considered for subdivision approval using city water and wastewater systems.*
      2. **West Alameda Street Improvements** – *Landowner/Developer must work with the city's Public Works Department to determine probable future right-of-way needs in relation to the specific property and show necessary development setbacks from West Alameda Street.*
      3. **Pedestrian/Bicycle Accommodations** – *A multi-use trail or sidewalk should be required along the entire width of the development's street frontage along West Alameda Street.*
      4. **Proposed/Improved Streets** – *Proposed streets, or those that were previously private access lanes, must meet city road standards, including possible transfer of streets to the city as public rights-of-way; all proposed streets within the development boundary must be approved by the city traffic engineer.*

   B. **Water & Wastewater** – *Subdivision development/redevelopment plans requesting densities greater than one-acre lots must be served by city water and wastewater systems and all domestic wells on the property(s) that are part of the development application must be transferred to the city for abandonment.*

   C. **Underground Electric Utilities** – *Future development in this area should place electric utilities underground.*

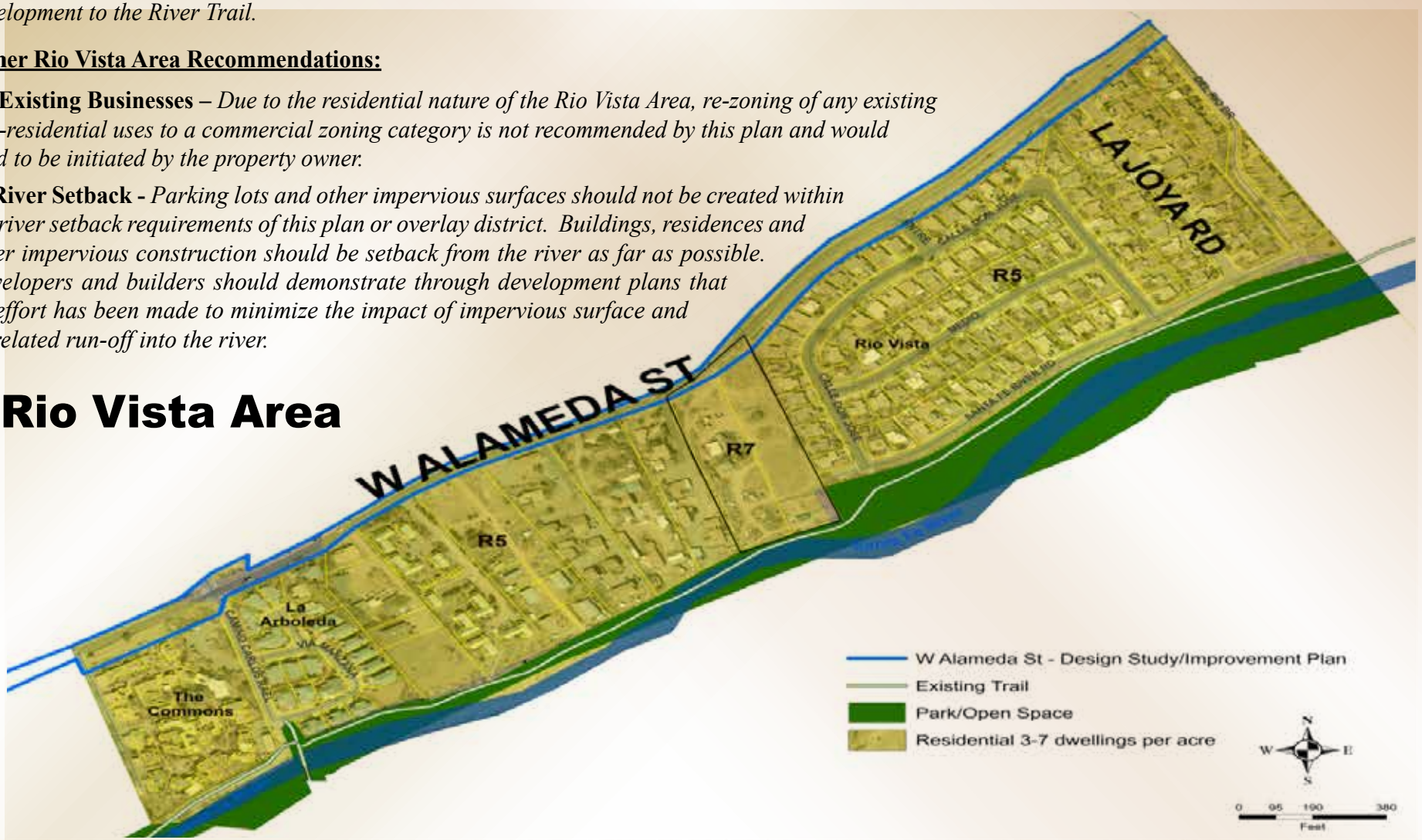
D. Historical Surveys/Archaeology Reconnaissance – *The Rio Vista Area is within the city's "River and Trails Archaeological Review District" and clearance permits are required of all developments over two (2) acres in size where previous archaeological reconnaissance, excavation or other treatment has not already been completed. The existence of archaeology in the vicinity requires investigation for all proposed developments and subdivisions. A survey of the history of existing structures is required of all development applications.*

E. Trail/Public Access Easements Required – *All proposed developments should make provision for an access easement from the proposed development to the River Trail.*

5. <u>Other Rio Vista Area Recommendations:</u>

A. Existing Businesses – *Due to the residential nature of the Rio Vista Area, re-zoning of any existing non-residential uses to a commercial zoning category is not recommended by this plan and would need to be initiated by the property owner.*

B. River Setback - *Parking lots and other impervious surfaces should not be created within the river setback requirements of this plan or overlay district. Buildings, residences and other impervious construction should be setback from the river as far as possible. Developers and builders should demonstrate through development plans that an effort has been made to minimize the impact of impervious surface and its related run-off into the river.*



REZONING AND DEVELOPMENT PLAN

SUBMITTAL FOR

LOS CANALES

SANTA FE, NEW MEXICO

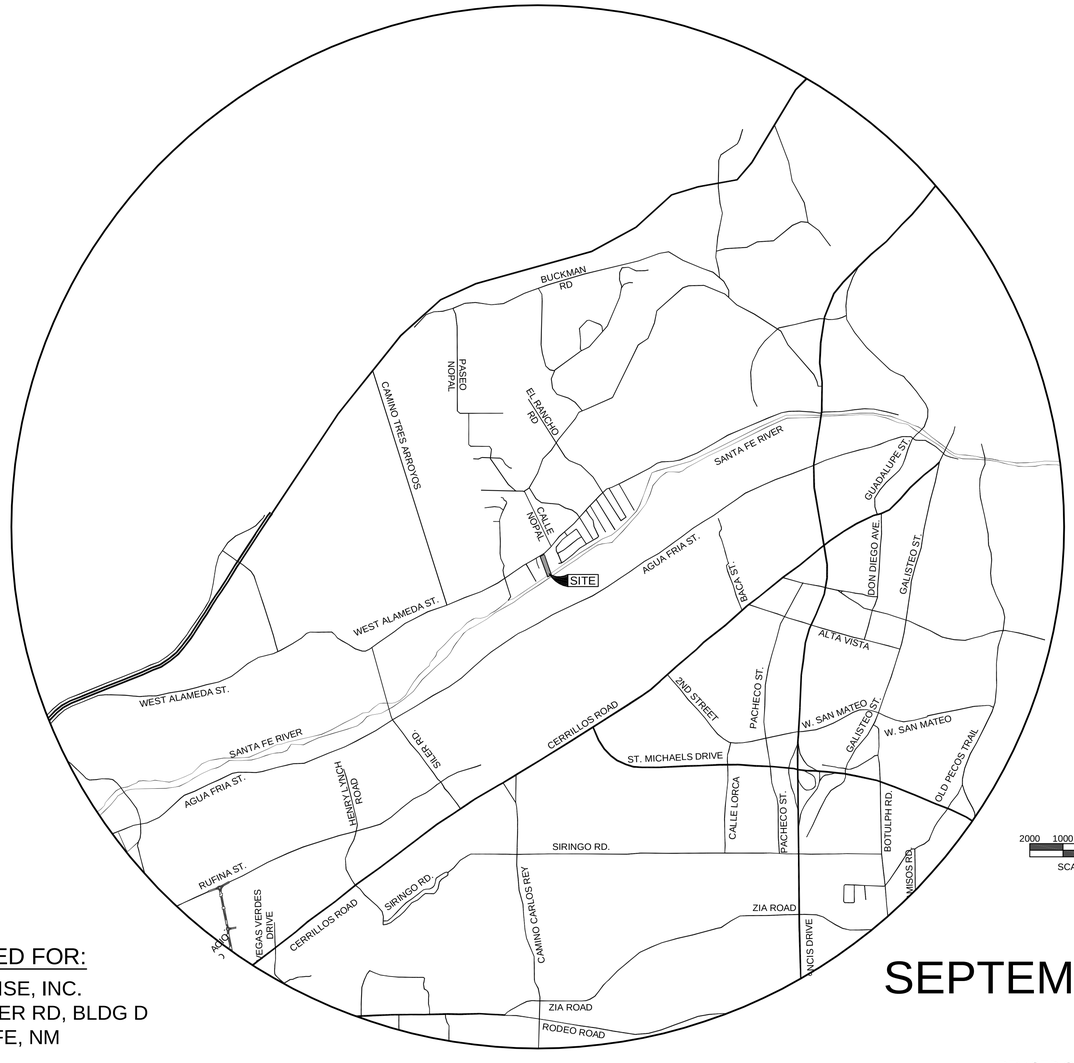


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BUILDING PERMIT No's: (GRADING)_____ (LANDSCAPE/UTILITIES)_____

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 THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND BASED UPON INFORMATION PROVIDED BY OTHERS, I ACCEPT THE RECORD DATA AS BEING ACCURATE AND APPLICABLE OR EQUAL.

_____
MICHAEL D. GOMEZ, N.M.P.E. NO. 8731
SANTA FE ENGINEERING CONSULTANTS, LLC.

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
110 WAGON TRAIL RD. CERRILLOS, NM. 87010
(505) 470-0037

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 1-1

PREPARED FOR:

HOMEWISE, INC.
1301 SILER RD, BLDG D
SANTA FE, NM
87507

SEPTEMBER 2021

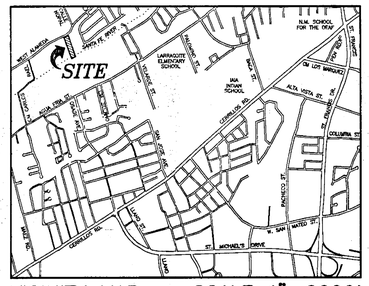
REVISED OCTOBER, 2021

CITY OF SANTA FE, NEW MEXICO

SECTION 27, TOWNSHIP 17N, RANGE 9E

CASE #_____

317017



VICINITY MAP SCALE 1"=2000'

DEDICATION / AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S) HAS CAUSED TO BE REPLATTED THE LANDS SHOWN HEREON, LYING AND BEING SITUATE WITHIN THE CITY OF SANTA FE, NEW MEXICO. ALL THAT APPEARS ON THIS PLAT IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) AND PROPRIETOR(S). THESE LANDS LIE WITHIN THE PLANNING AND PLATTING JURISDICTION OF THE CITY OF SANTA FE, NEW MEXICO. MAINTENANCE OF THE ACCESS EASEMENTS AS SHOWN HEREON IS TO BE THE RESPONSIBILITY OF THE LAND OWNER(S). AN EASEMENT IS HEREBY GRANTED FOR ALL EXISTING UTILITIES.

Margaret W. Terrell 9/20/95
MARGARET W. TERRELL DATE

STATE OF NEW MEXICO }
COUNTY OF SANTA FE }

OFFICIAL SEAL
JEFF D. GAWRONSKI
NOTARY PUBLIC
STATE OF NEW MEXICO
My Commission Expires 5-16-96

ON THIS 20 DAY OF Sept., 1995, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY THE PERSON(S) WHOSE NAME(S) APPEAR ABOVE.

Jeff Gawronski 5.16.96
NOTARY PUBLIC COMMISSION EXPIRES

CITY OF SANTA FE REVIEW

9/25/95
DEVELOPMENT REVIEW SUBDIVISION ENGINEER DATE

N/A
PUBLIC WORKS ENGINEER DATE

Cecily Smith 9/22/95
CITY PLANNER DATE

NOTES AND CONDITIONS

1) THE LIMITS OF THE 100-YEAR FLOOD ZONE SHOWN HEREON ARE TAKEN FROM PLANS TITLED "TERRELL PROPERTY SEWER AND WATER LINE," PAGE 2 OF 3, BY WALTER L. WILLIAMS, N.M.P.E. No. 9080, DATED AUGUST 23, 1995.

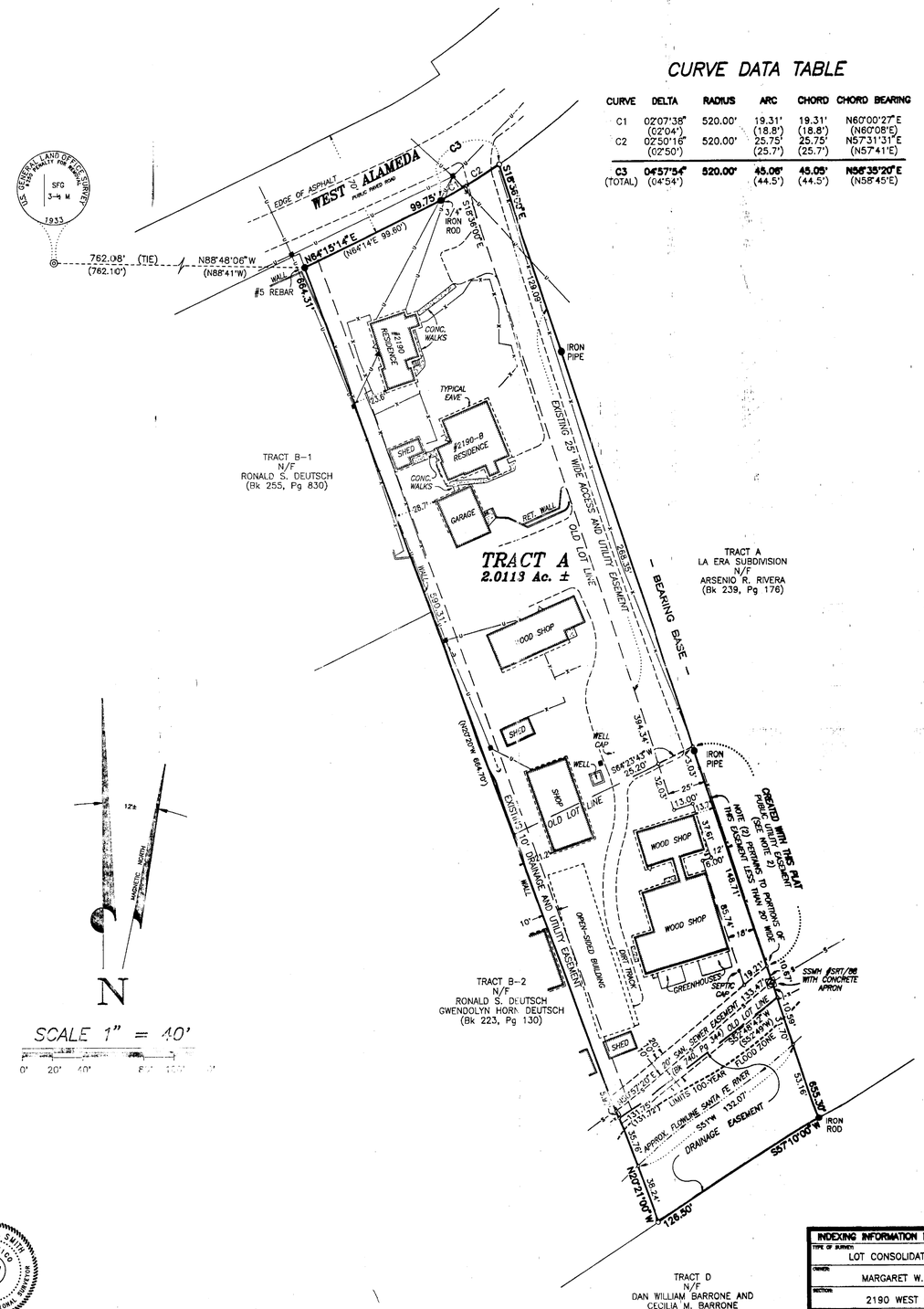
2) CITY OF SANTA FE SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES WHICH MAY OCCUR WHEN ACCESSING CITY'S SANITARY SEWERLINE FOR MAINTAINANCE.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS MADE BY ME OR UNDER MY PERSONAL DIRECTION AND CONTROL, AND THAT THE DATA SHOWN HEREON ARE TRUE AND CORRECT. I FURTHER CERTIFY THAT THIS SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS OF THE STANDARDS FOR LAND SURVEYS IN NEW MEXICO AS ADOPTED BY THE NEW MEXICO STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND SURVEYORS. FIELD WORK PERFORMED ON 27 JUNE 1995.

Richard E. Smith 9/20/95
RICHARD E. SMITH, N.M.P.S. No. 5837, DATE

RICHARD E. SMITH NEW MEXICO 5837 REGISTERED PROFESSIONAL SURVEYOR



SCALE 1" = 40'

0' 20' 40'

CURVE DATA TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	02°07'38" (02°04')	520.00'	19.31' (18.8')	19.31' (18.8')	N60°00'27"E (N60°08'E)
C2	02°50'16" (02°50')	520.00'	25.75' (25.7')	25.75' (25.7')	N57°31'31"E (N57°41'E)
C3 (TOTAL)	04°57'54" (04°54')	520.00'	45.06' (44.5')	45.05' (44.5')	N58°35'20"E (N58°45'E)

LEGEND / PLAT REFERENCE

BEARINGS BASED ON A PLAT OF SURVEY TITLED "HAVEN TERRELL SUBD. WARD No. 4, SANTA FE, N.M.," BY GUY D. HAYDEN, N.M.P.S. No. 4070, DATED 2 FEBRUARY 1976, AND FILED IN THE OFFICE OF THE COUNTY CLERK AS RECPTION No. 387,256, ON 22 APRIL 1976. DATA FROM SAID PLAT SHOWN IN PARENTHESIS ( ) WHERE FOUND DIFFERENT FROM CURRENT SURVEY DATA.

- ● INDICATES POINT FOUND AND USED AS NOTED.
- ◎ INDICATES BRASS CAP MONUMENT FOUND.
- ○ INDICATES SMITH AND WILLIAMSON ALUMINUM CAPPED REBAR SET.
- ◦ INDICATES CALCULATED POINT NOT SET.
- ▣ INDICATES CITY OF SANTA FE SANITARY SEWER MANHOLE.
- INDICATES UTILITY POLE, OVERHEAD UTILITY LINES, AND POLE GUY ANCHOR WHERE APPLICABLE.
- ▲ INDICATES ELECTRIC METER.
- △ INDICATES GAS METER.
- —x— INDICATES FENCE LINE.

PROPERTY DESCRIPTION

A CERTAIN TRACT OF LAND LYING AND BEING SITUATE WITHIN THE SANTA FE GRANT, WITHIN THE CITY AND COUNTY OF SANTA FE, NEW MEXICO, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON A PLAT OF SURVEY TITLED "LOT CONSOLIDATION PLAT PREPARED FOR MARGARET W. TERRELL OF LANDS AT 2190 WEST ALAMEDA, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO," BY RICHARD E. SMITH, N.M.P.S. No. 5837, DATED JULY 1995, AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE TRACT, MARKED BY A FOUND No. 5 REBAR, AT THE SOUTHERLY WEST ALAMEDA R.O.W., FROM WHENCE THE FOUND BRASS CAP MARKING THE 3-1/2 MILE MARKER ALONG THE WEST BOUNDARY OF THE SANTA FE GRANT BEARS N88°48'06"W, 762.08 FEET; THENCE, FROM SAID POINT AND PLACE OF BEGINNING, ALONG SAID R.O.W.,

N64°15'14"E, 99.75 FEET TO A FOUND 3/4" IRON ROD; THENCE, 45.06 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 520.00 FEET, DELTA OF 04°57'54", THE CHORD OF WHICH BEARS N58°35'20"E, 45.05 FEET TO A SET SMITH AND WILLIAMSON CAPPED REBAR; THENCE, DEPARTING SID R.O.W., S15°36'00"E, 675.31 FEET TO A FOUND IRON ROD; THENCE, S57°10'00"W, 126.50 FEET TO A SET SMITH AND WILLIAMSON CAPPED REBAR; THENCE, N20°21'00"W, 664.31 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 2.0113 ACRES,MORE OR LESS.

420-709

COUNTY OF SANTA FE } SS
STATE OF NEW MEXICO }

I hereby certify that this instrument was filed for record on the 4 day of Oct A.D. 19 95 at 3:59 o'clock P m. and was duly recorded in book 317 page 07 of the records of Santa Fe County.

Witness my hand and Seal of Office
Jana G. Armijo
County Clerk, Santa Fe County, N.M.

Patsy Montoya Deputy

COUNTY CLERK SEAL
COUNTY CLERK
SANTA FE COUNTY NEW MEXICO
M. G. ARMIJO

SHEET 2-1

INDEXING INFORMATION FOR COUNTY CLERK	
TYPE OF SURVEY:	LOT CONSOLIDATION SURVEY
OWNER:	MARGARET W. TERRELL
SECTION:	2190 WEST ALAMEDA
SUBDIVISION NAME:	SUBDIVISION
OTHER:	

SMITH WILLIAMSON & ASSOCIATES
1210 Luisa Street, Suite 3, Santa Fe, New Mexico 87505
(505)983-5234 FAX (505)983-5391

LOT CONSOLIDATION SURVEY PREPARED FOR

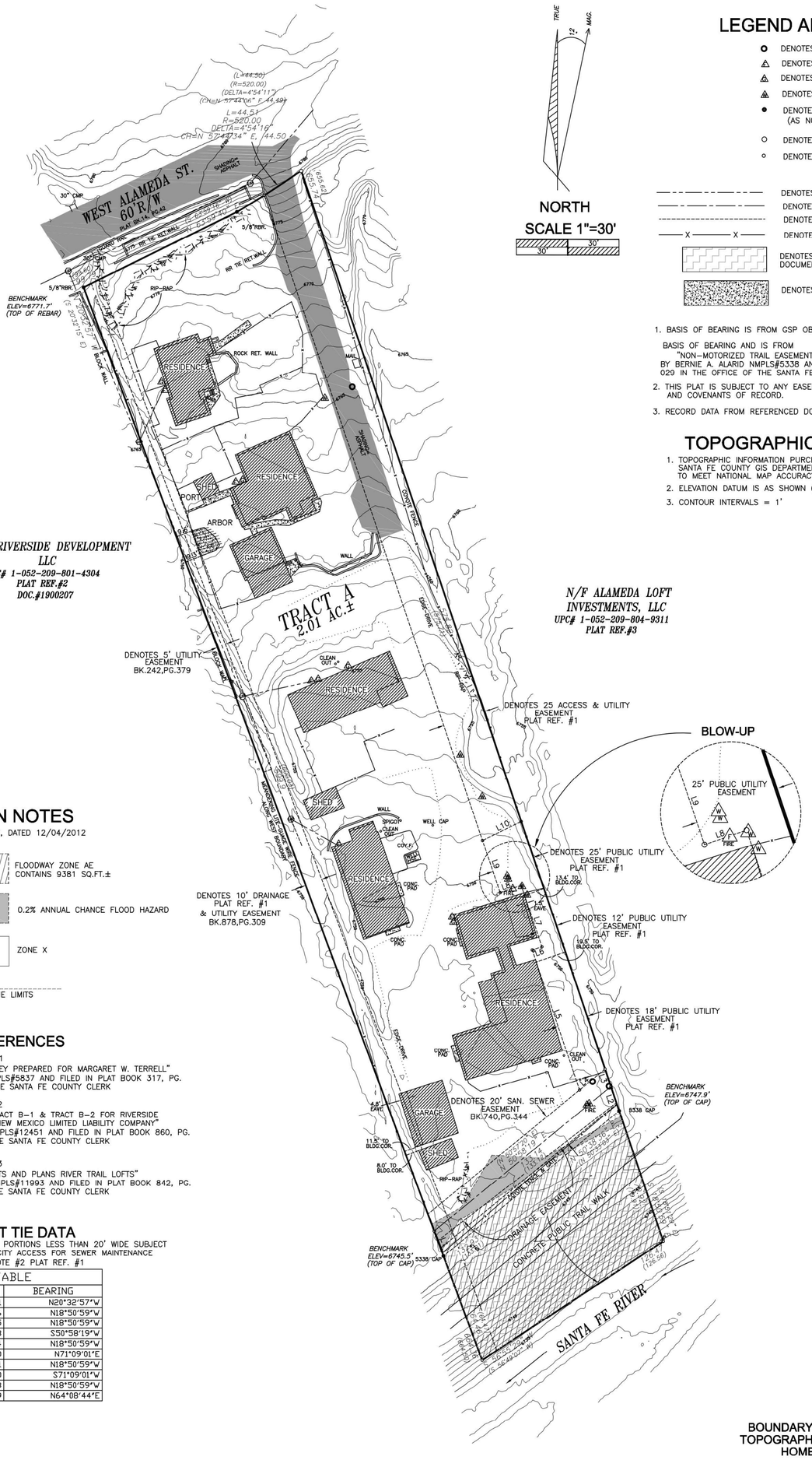
MARGARET W. TERRELL

OF LANDS AT 2190 WEST ALAMEDA, CITY OF SANTA FE, SANTA FE COUNTY, NEW MEXICO

SCALE	DATE	DRAWN BY	CHECKED BY	PROJECT No.
1" = 40'	JULY 1995	J.D.G.	E.C.	4091

SHEET 2-2

EXHIBIT B



LEGEND AND NOTES

- DENOTES SANITARY SEWER MANHOLE
- DENOTES ELEC. METER
- DENOTES GAS METER
- DENOTES WATER MTR./VALVE
- DENOTES POINT FOUND (AS NOTED)
- DENOTES POINT SET THIS SURVEY
- DENOTES POINT CALCULATED
- DENOTES OVERHEAD LINES
- DENOTES EASEMENT CENTERLINE
- DENOTES EDGE OF EASEMENT
- DENOTES FENCE LINE
- DENOTES PUBLIC TRAIL EASEMENT DOCUMENT# 1634108
- DENOTES CONCRETE PAD/WALKS

1. BASIS OF BEARING IS FROM GSP OBSERVATION WGS84

   BASIS OF BEARING AND IS FROM "NON-MOTORIZED TRAIL EASEMENT SURVEY PLAT" BY BERNIE A. ALARID NMPLS#5338 AND FILED IN PLAT BOOK 712, PG. 029 IN THE OFFICE OF THE SANTA FE COUNTY CLERK
2. THIS PLAT IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND COVENANTS OF RECORD.
3. RECORD DATA FROM REFERENCED DOCUMENTS SHOWN IN ( ).

TOPOGRAPHIC NOTES

1. TOPOGRAPHIC INFORMATION PURCHASED DIRECTLY FROM SANTA FE COUNTY GIS DEPARTMENT AND FIELD VERIFIED TO MEET NATIONAL MAP ACCURACY STANDARDS.
2. ELEVATION DATUM IS AS SHOWN (BENCHMARK)
3. CONTOUR INTERVALS = 1'

FLOOD PLAIN NOTES

F.I.R.M. PANEL #35049C0411E, DATED 12/04/2012

- FLOODWAY ZONE AE CONTAINS 9381 SQ.FT.±
- 0.2% ANNUAL CHANCE FLOOD HAZARD
- ZONE X
- FLOOD ZONE LIMITS

PLAT REFERENCES

PLAT REFERENCE#1
"LOT CONSOLIDATION SURVEY PREPARED FOR MARGARET W. TERRELL" BY RICHARD E. SMITH NMPLS#5837 AND FILED IN PLAT BOOK 317, PG. 017 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

PLAT REFERENCE#2
"BOUNDARY SURVEY OF TRACT B-1 & TRACT B-2 FOR RIVERSIDE DEVELOPMENT, LLC, A NEW MEXICO LIMITED LIABILITY COMPANY" BY DEAN L. SCHRADER NMPLS#12451 AND FILED IN PLAT BOOK 860, PG. 014 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

PLAT REFERENCE#3
"CONDOMINIUM PLATS AND PLANS RIVER TRAIL LOFTS" BY LARRY W. MEDRANO NMPLS#11993 AND FILED IN PLAT BOOK 842, PG. 039 IN THE OFFICE OF THE SANTA FE COUNTY CLERK

EASEMENT TIE DATA

& FOR PUBLIC UTILITY EASEMENT, PORTIONS LESS THAN 20' WIDE SUBJECT TO DAMAGE DISCLAIMER FOR CITY ACCESS FOR SEWER MAINTENANCE L3 THRU L10 NOTE #2 PLAT REF. #1

LINE TABLE

LINE	LENGTH	BEARING
L1	15.51	N20°32'57"W
L2	14.86	N18°50'59"W
L3	10.65	N18°50'59"W
L4	19.18	S59°59'19"W
L5	85.74	N18°50'59"W
L6	6.00	N71°09'01"E
L7	37.61	N18°50'59"W
L8	13.00	S71°09'01"W
L9	32.03	N18°50'59"W
L10	25.19	N64°08'44"E

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT AND THE NOTES HEREON ARE AN ACCURATE DELINEATION OF A FIELD SURVEY COMPLETED BY ME OR UNDER MY DIRECTION ON FEB. 1ST, 2021, AND ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND MEET THE MINIMUM STANDARDS FOR PROFESSIONAL LAND SURVEYORS PRACTICING IN NEW MEXICO.

RICHARD A. CHATROOP N.M.P.L.S. #11011

COUNTY OF SANTA FE)SS
STATE OF NEW MEXICO)
I hereby certify that this instrument was filed for record on the _____ day of _____ A.D. 20__, at _____ o'clock _____ m. and was duly recorded in book _____ of the records of page_____ Santa Fe County.
Witness my Hand and Seal of Office
Katharine Clark
County Clerk, Santa Fe County,N.M.

_____ Deputy

BOUNDARY SURVEY & TOPOGRAPHIC PLAN FOR HOMEWISE OF TRACT A 2.01 AC.±

UPC# 1-052-209-803-0306,

LYING WITHIN SECTION 27, T17N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO.

RICK CHATROOP
PROFESSIONAL LAND SURVEYOR
NEW MEXICO REGISTRATION NO. 11011
(505) 470-0037 110 WAGON TRAIL RD. CERRILLOS, NM. 87010

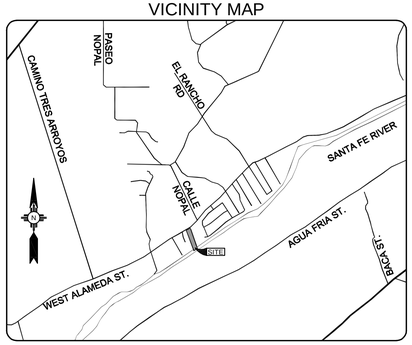
INDEXING INFORMATION FOR THE COUNTY CLERK

OWNER: HOMEWISE

LOCATION: LYING WITHIN SECTION 27, T17N, R9E, NMPM, SANTA FE COUNTY, NEW MEXICO.

LOS CANALES DEVELOPMENT PLAN
2190 WEST ALAMEDA STREET

VICINITY MAP



2000 1000 2000 1000

SCALE: 1" = 2000'

GENERAL NOTES

1. METES AND BOUNDS DESCRIPTIONS OF LOTS, ROADWAYS, DRAINAGE, UTILITY, AND ACCESS RIGHTS-OF-WAYS AND/OR EASEMENTS ARE DESCRIBED ON THE SURVEY PLAT.
2. PER SFCC § 14-7.2, TABLE 14-7.2-1, BUILDING SETBACKS ARE ESTABLISHED BY THIS DEVELOPMENT PLAN AND SHALL APPLY TO ALL PERMANENT STRUCTURES, INCLUDING ACCESSORY STRUCTURES.
3. NEW STRUCTURES AND/OR ADDITIONS ARE NOT LIMITED TO STRUCTURES SHOWN HEREON, AND FUTURE DEVELOPMENT IS SUBJECT TO ESTABLISHED BUILDING SETBACKS, APPLICABLE PROVISIONS OF SFCC CHAPTER 14, AND BUILDING PERMIT REQUIREMENTS.
4. SITE AND INDIVIDUAL UNIT FENCING AND OUTDOOR STORAGE LOCATIONS TO BE DETERMINED AT TIME OF BUILDING PERMIT.
5. PROPERTY WILL BE SUBJECT TO THE WATER ALLOCATION AND/OR WATER OFFSET RETROFIT PROVISIONS OF ORDINANCE NO. 2002-29 AND RESOLUTION 2003-55 AT THE TIME OF PERMIT APPLICATION OR WATER HOOKUP REQUEST. COMPLIANCE SHALL BE ACHIEVED BY USE OF RETROFIT CREDITS OR WATER TRANSFERS, IF APPLICABLE. COMPLIANCE WITH THE CURRENT COSF WATER CONSERVATION STAGE IS REQUIRED.
6. ACCESSIBILITY FEATURE DESIGN WITHIN THE SITE SHALL COMPLY WITH NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT) PEDESTRIAN ACCESS ROUTE DETAILS (SERIAL 608) OR MUST DEMONSTRATE COMPLIANCE WITH APPLICABLE AMERICANS WITH DISABILITIES ACT (ADA) REGULATIONS BY OTHER MEANS AS PROVIDED IN THE PERMITTED CONSTRUCTION DOCUMENTS.
7. FENCES, WALLS OR OTHER OBSTRUCTIONS SHALL NOT BE PLACED OR CONSTRUCTED ACROSS PUBLIC SANTIARY SEWER EASEMENTS.
8. ALL PROPOSED CHANGES TO THE APPROVED IMPROVEMENT PLANS SHALL RECEIVE PRIOR APPROVAL BY THE CITY OF SANTA FE PLANNING AND LAND USE DEPARTMENT BEFORE CONSTRUCTION.
9. PROPERTY DEVELOPMENT IS REQUIRED TO COMPLY WITH THE PROVISIONS OF THE COSF ORDINANCE NO. 2008-02 (IMPACT FEES).
10. PROPERTY DEVELOPMENT, BOTH PUBLIC AND PRIVATE OWNERSHIP, SHALL COMPLY WITH THE COSF ORDINANCE NO. 2002-20 (TERRAIN AND STORMWATER MANAGEMENT) AT THE TIME OF BUILDING PERMIT APPLICATION.
11. PROPERTY DEVELOPMENT IS SUBJECT TO THE PROVISIONS OF SECTION 14-8.4(F)(5), “PLANT MATERIAL STANDARDS,” WHEREIN PRESERVATION OF SIGNIFICANT TREES IS REQUIRED.
12. FIRE DEPARTMENT ACCESS SHALL BE MAINTAINED THROUGHOUT ALL DEVELOPMENT CONSTRUCTION PHASES AS PER IFC 1410.1.
13. PERMANENT TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER APPROVED PLAN BY THE DEVELOPER.
14. PRIVATE DRIVEWAYS AND ASSOCIATED PARKING WITHIN THE DEVELOPMENT SHALL BE MAINTAINED BY THE LOS CANALES CONDOMINIUM OWNER’S ASSOCIATION.
15. THIS DEVELOPMENT DOES NOT LIE WITHIN A HISTORIC DISTRICT.
16. THIS DEVELOPMENT LIES WITHIN THE RIVER AND TRAILS ARCHAEOLOGICAL REVIEW DISTRICT.

DUST CONTROL NOTES

ALL ON-SITE 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 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) WHEN APPLICABLE, LISTING THE BEST MANAGEMENT PRACTICES SHALL BE PROVIDED TO THE CITY ENGINEER, OR HIS/HER 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 PERSON, OWNER OR OPERATOR SHALL USE ONE OR MORE OF THE FOLLOWING 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 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.

DEVELOPMENT PLAN SIGNATURES

APPROVED BY THE SANTA FE PLANNING COMMISSION AT THEIR MEETING OF _____
AS PLANNING & DEVELOPMENT REVIEW CASE NO._____

_____ _____
PLANNING COMMISSION CHAIRPERSON DATE

_____ _____
PLANNING COMMISSION SECRETARY DATE

REVIEWED BY THE SANTA FE LAND USE DEPARTMENT

_____ _____
CITY PLANNER DATE

_____ _____
CITY ENGINEER FOR LAND USE DATE

INFRASTRUCTURE CONSTRUCTION ADDRESS:
2190 W ALAMEDA STREET

CASE # _____

AFFIDAVIT

KNOW ALL PERSONS BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS HAVE CAUSED THIS FINAL DEVELOPMENT PLAN TO BE PREPARED. ALL THAT APPEARS ON THIS PLAN IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE OWNER.

_____
HOMEWISE, INC.

THE FOREGOING WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED FEFORE ME BY _____
THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

STORMWATER AGREEMENT

PROPERTY OWNER(S) HEREBY AGREE THAT ALL STORMWATER EASEMENTS AND ANY OTHER DRAINAGE IMPROVEMENTS ON PRIVATE PROPERTY WILL BE MAINTAINED AND KEPT FULL Y FUNCTIONAL AS ORIGINALLY DESIGNED AND CONSTRUCTED WITHIN PRIVATE PROPERTY BOUNDARIES; THE CITY HAS THE RIGHT OF ACCESS FOR INSPECTION OF SAID IMPROVEMENTS; THE CITY HAS THE RIGHT, IN THE EVENT OF DRAINAGE FACILITY MAINTENANCE DEVICIENCY AND AFTER TEN (10) DAYS WRITTEN NOTICE TO THE RESPECTIVE PROPERTY OWNER, TO ENTER AND RESTORE FULL FUNCTIONAL CAPACITY OF THE DRAINAGE IMPROVEMENTS; AND TO LIEN THE PROPERTY FOR BOTH DIRECT AND INDIRECT COSTS ASSOCIATED WITH SUCH WORK. BY SIGNATURE AFFIXED TO THIS INSRUMENT, THE PROEPRTY OWNER(S) APPROVE AND AGREE THA TTHIS AGREEMENT IS BINDING PERPETUALLY, RUNNING WITH THE LAND, ON PRESENT AND FUTURE OWNERS, HEIRS, AND ASSIGNS.

_____
HOMEWISE, INC.

THE FOREGOING WAS SWORN, ACKNOWLEDGED AND SUBSCRIBED FEFORE ME BY _____
THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES

DRAINAGE FACILITY MAINTENANCE SCHEDULE (+30 DAYS) SHALL BE AS FOLLOWS:

1. ALL DRAINAGE FACILITIES SHALL BE MAINTAINED BY THE LOS CANALES CONDOMINIUM OWNER’S ASSOCIATION.
2. THE DRAINAGE FACILITIES MAINTENANCE SCHEDULE SHALL BE AS FOLLOWS: MARCH 15TH, SEPTEMBER 15TH AND AFTER STORMS OF ONE INCH OR GREATER.

a. FLUSH ALL CULVERTS AND DRAIN PIPES TO REMOVE SEDIMENT AND VEGETATION.
b. FLUSH STORM DRAIN MANHOLES AND DROP INLETS.
c. IF SEDIMENT IN PONDS IS DEEPER THAN 6 INCHES, REMOVE AND RESEED WITH NATIVE GRASSES.
d. CHECK POND DRAINS AND RIP-RAP INTEGRITY. REPAIR AS NECESSARY.
e. CHECK FOR SOIL EROSION WITHIN AND AROUND ALL SWALES, FILL SLOPES, CUT SLOPES AND RETAINING WALLS. UNSTABILIZED SOILS SHALL BE STABILIZED WITH VEGETATION, ROCK PLATING OR EROSION MATS.

COUNTY OF SANTA FE }SS
STATE OF NEW MEXICO}

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD ON THIS___ DAY OF _____A.D. 20____ AT _____ O’CLOCK___M. AND WAS DULY RECORDED IN BOOK____ PAGE_____ OF THE RECORDS OF SANTA FE COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE
VALERIE ESPINOZA
COUNTY CLERK SANTA FE COUNTY NM

_____
DEPUTY

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

JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

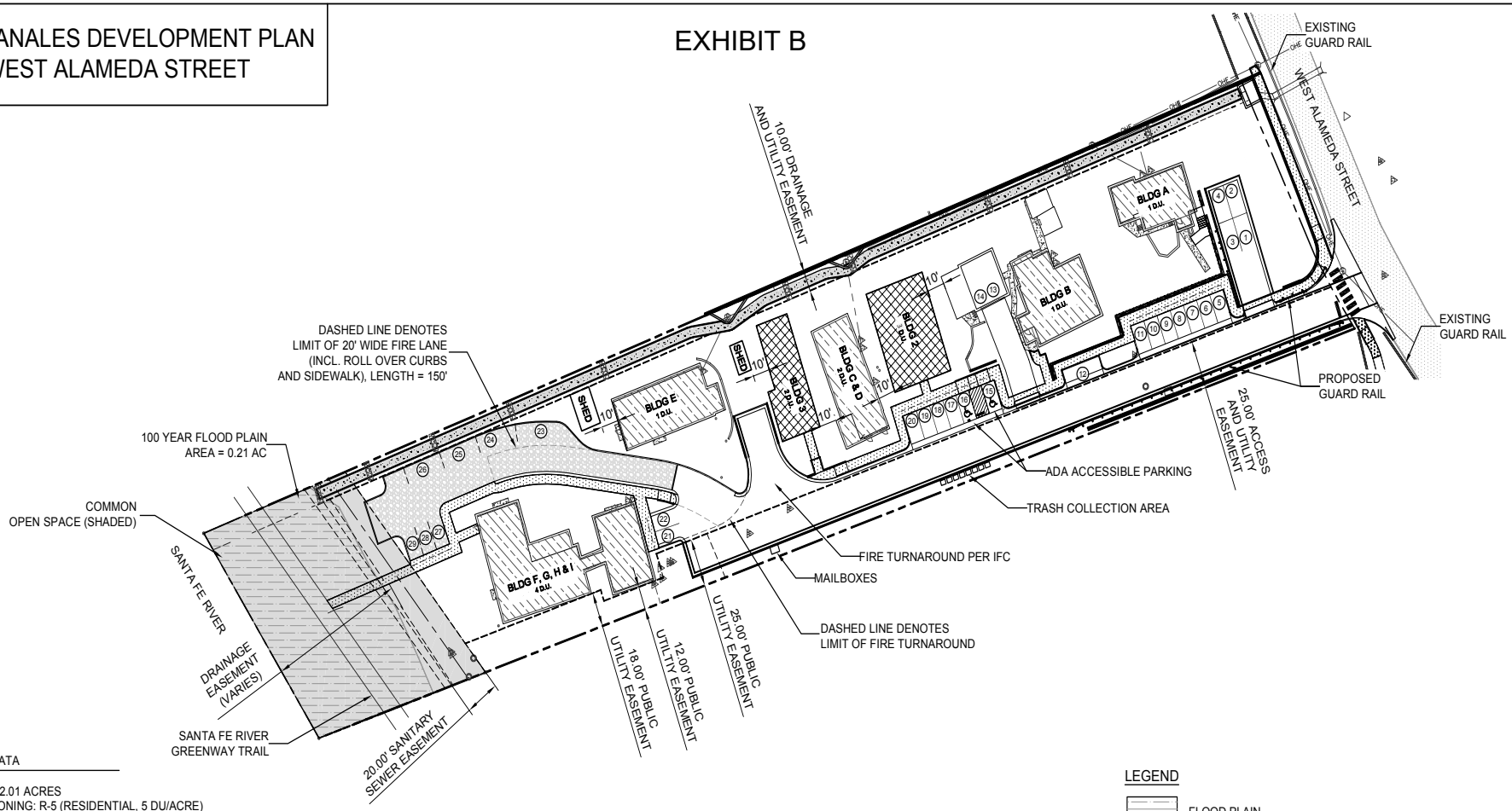
DEVELOPMENT PLAN
SHEET 1 OF 2

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	3-1

REVISIONS	DATE	ENGINEERS SEAL
◁		

LOS CANALES DEVELOPMENT PLAN
2190 WEST ALAMEDA STREET

EXHIBIT B



PROJECT DATA

SITE AREA: 2.01 ACRES
EXISTING ZONING: R-5 (RESIDENTIAL, 5 DU/ACRE)
PROPOSED ZONING: R-7 (RESIDENTIAL, 7 DU/ACRE)
OVERLAY: WEST SANTA FE RIVER CORRIDOR OVERLAY DISTRICT (SFCC § 14-5.11)

DENSITY:
- Gross Lot Area = 2.01 acres
- 100-yr Floodplain = 0.21 acres (9,381 sq.ft.)
- Net Lot Area = 1.79 acres
- Base Density = 1.79 acres x 7 DU/acre = 12.53 DU
- Proposed Density = Base Density + 15% SFHP Density Bonus = 14 DU

LOT COVERAGE:
- Existing Roofed Area = 11,471 sq.ft.
- Proposed Roofed Area = 3,695 sq.ft.
- Total Roofed Area = 15,166 sq.ft.
- Maximum Allowable Lot Coverage = 40%, per SFCC Table 14-7.2-1
- Proposed Lot Coverage = 17.3%

BUILDING HEIGHT:
- Maximum Allowable = 28 feet, per SFCC § 14-5.11(C)
- Proposed Maximum Building Height = 28 feet

BUILDING SETBACKS: (As established by this Development Plan, per SFCC Table 14-7.2-1)
- Alameda Street Setback: 50 feet
- Private Drive Setback: 2 feet for existing structures / 5 feet for new structures
- Rear Yard Setback: 10 feet

PARKING:
- Total Required Parking Spaces = 2 spaces per DU x 14 DU = 28 spaces
- Total Provided Parking Spaces = 29 spaces

COMMON OPEN SPACE:
- Required = 10% of total land area, per SFCC § 14-5.11(G) = 0.201 acres (8,755 sq.ft.)
- Provided = 14.7% of total land area = 0.30 acres (12,941 sq.ft.,)

DEVELOPMENT PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

LEGEND
- FLOOD PLAIN
- ONE STORY BUILDING (EXISTING)
- TWO STORY BUILDING (PROPOSED)
- GRAVEL DRIVEWAY / PARKING
- PROPOSED SIDEWALK
- RESERVED COMMON OPEN SPACE

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 # _____

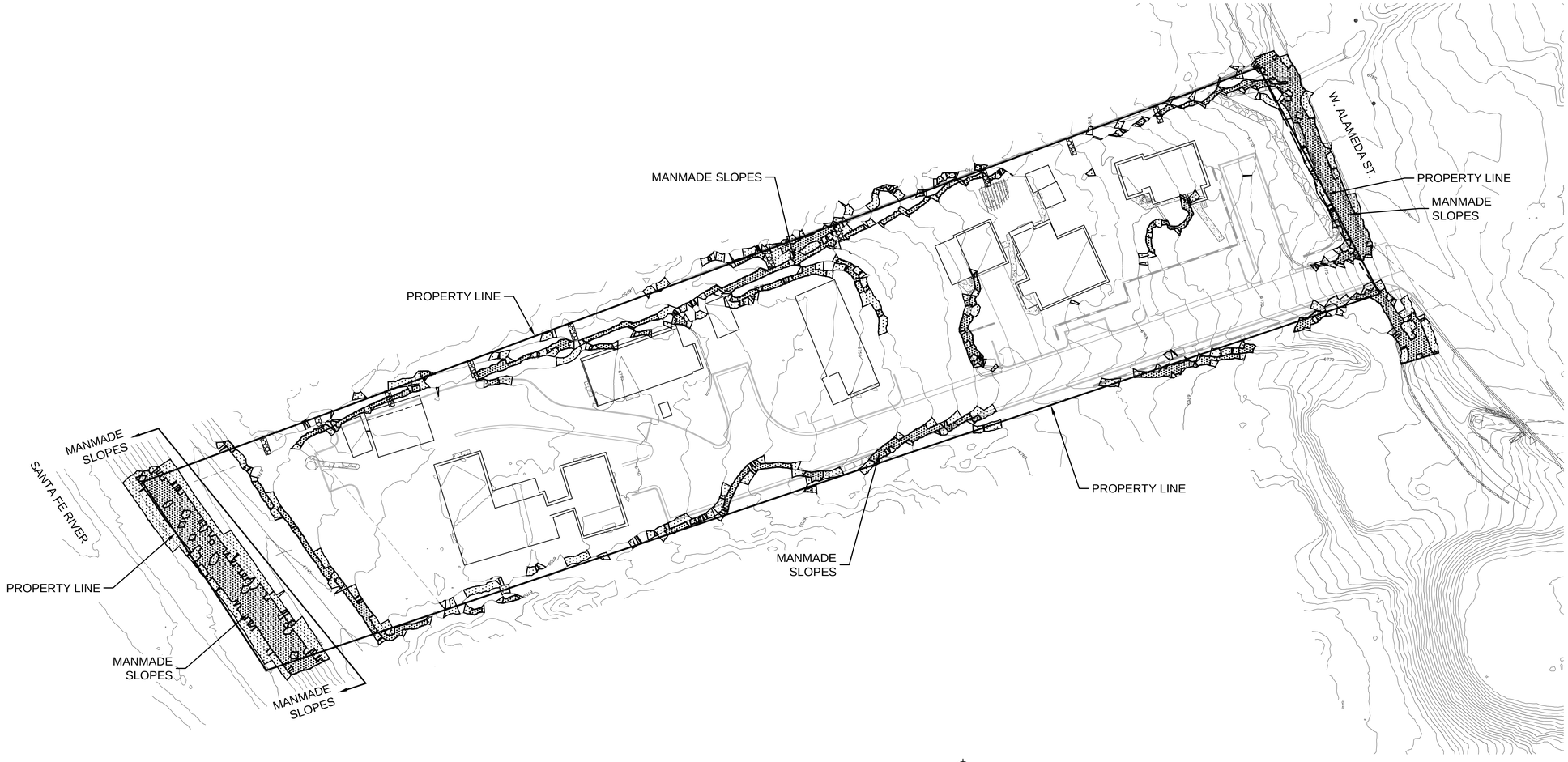
JENKINSGAVIN
LAND USE | PROJECT MANAGEMENT
130 Grant Avenue, Suite 101
Santa Fe, NM 87501
505.820.7444

REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

DEVELOPMENT PLAN
SHEET 2 OF 2

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	3-2

EXHIBIT B



SLOPE ANALYSIS MAP

SCALE: 1" = 30'
CONTOUR INTERVAL= 1'

0 15 30 60
SCALE: 1" = 30'

LEGEND

- GRADING LIMITS
- AREA OF 20% TO 30% SLOPE
- AREA OF 30% AND GREATER SLOPE

THERE ARE NO 30% AND GREATER NATURAL SLOPES BEING DISTURBED WITHIN THE GRADING LIMITS ON THIS PROJECT.

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		

ENGINEER'S SEAL

DATE

REVISIONS

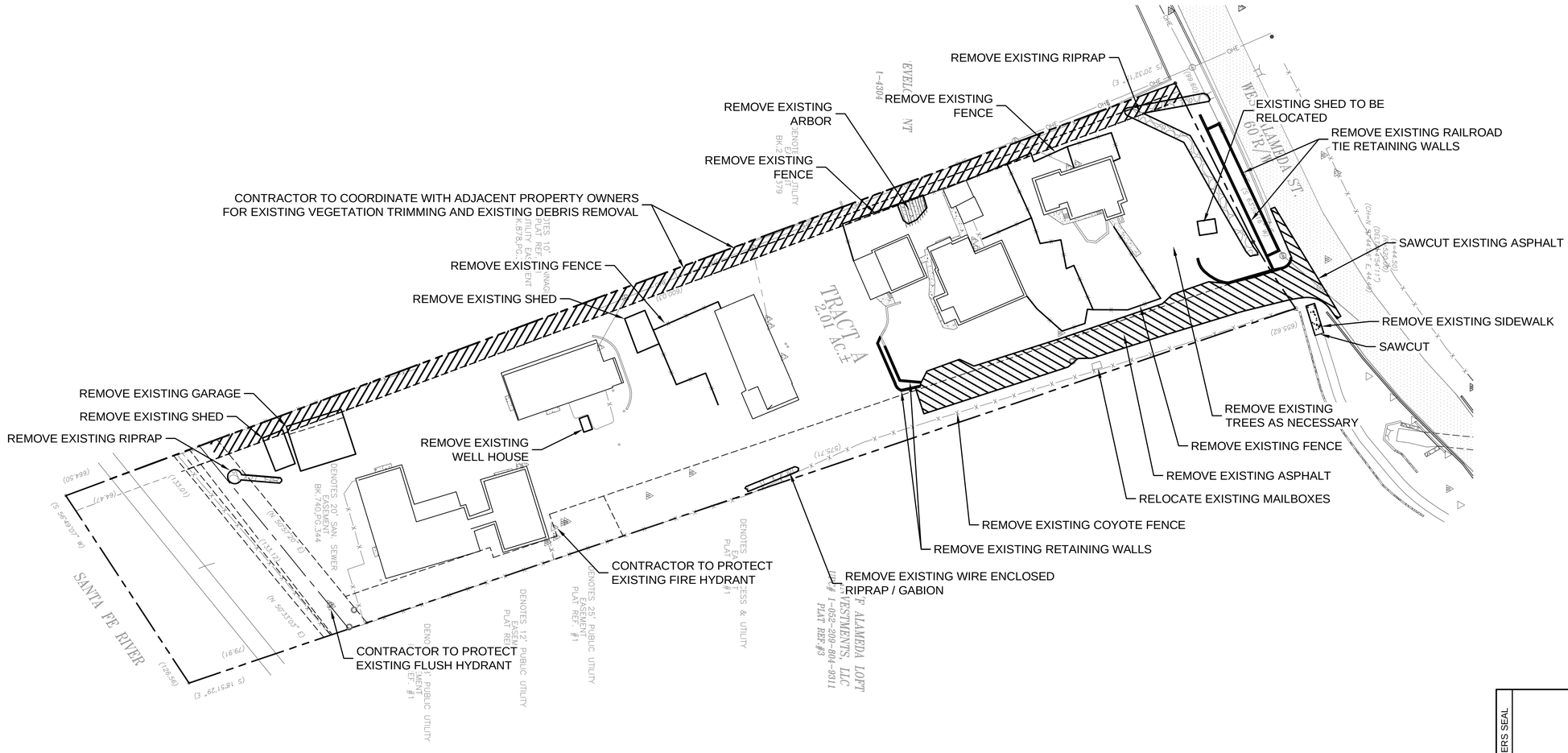
Santa Fe Engineering Consultants, LLC
1599 St. Francis Drive, Suite B
Santa Fe, N. M. 87505
(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SLOPE ANALYSIS MAP

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	5-1

EXHIBIT B



DEMOLITION PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

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
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

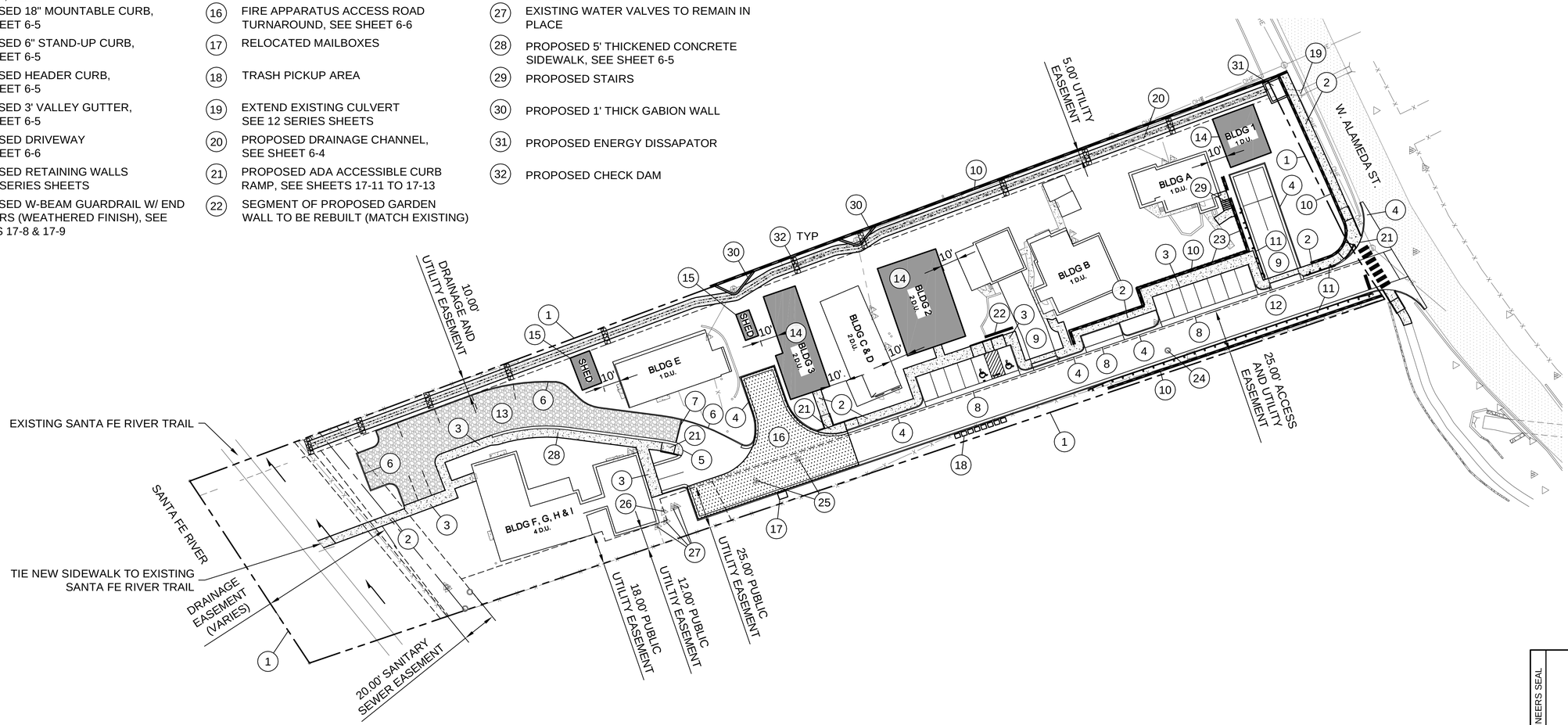
DEMOLITION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	5-2

REVISIONS	DATE	ENGINEER'S SEAL
◁		

SHEET KEYNOTES

1. PROPERTY LINE
2. PROPOSED 5' CONCRETE SIDEWALK, SEE SHEET 6-5
3. PROPOSED 5.5' TURNDOWN SIDEWALK, SEE SHEET 6-5
4. PROPOSED 2' STANDARD CURB AND GUTTER, SEE SHEET 6-4
5. PROPOSED 18" MOUNTABLE CURB, SEE SHEET 6-5
6. PROPOSED 6" STAND-UP CURB, SEE SHEET 6-5
7. PROPOSED HEADER CURB, SEE SHEET 6-5
8. PROPOSED 3' VALLEY GUTTER, SEE SHEET 6-5
9. PROPOSED DRIVEWAY SEE SHEET 6-6
10. PROPOSED RETAINING WALLS SEE 13 SERIES SHEETS
11. PROPOSED W-BEAM GUARDRAIL W/ END ANCHORS (WEATHERED FINISH), SEE SHEETS 17-8 & 17-9
12. PROPOSED ASPHALT ROADWAY SEE SHEET 6-3
13. PROPOSED GRAVEL ROADWAY SEE SHEET 6-4
14. PROPOSED BUILDING SEE ARCHITECTURAL PLANS
15. PROPOSED STORAGE SHED
16. FIRE APPARATUS ACCESS ROAD TURNAROUND, SEE SHEET 6-6
17. RELOCATED MAILBOXES
18. TRASH PICKUP AREA
19. EXTEND EXISTING CULVERT SEE 12 SERIES SHEETS
20. PROPOSED DRAINAGE CHANNEL, SEE SHEET 6-4
21. PROPOSED ADA ACCESSIBLE CURB RAMP, SEE SHEETS 17-11 TO 17-13
22. SEGMENT OF PROPOSED GARDEN WALL TO BE REBUILT (MATCH EXISTING)
23. PROPOSED PEDESTRIAN GUARDRAIL (HANDRAIL) TO MEET ANSI STANDARDS
24. ADJUST EXISTING MANHOLE
25. ADJUST EXISTING WATER VALVES
26. EXISTING FIRE HYDRANT TO REMAIN IN PLACE
27. EXISTING WATER VALVES TO REMAIN IN PLACE
28. PROPOSED 5' THICKENED CONCRETE SIDEWALK, SEE SHEET 6-5
29. PROPOSED STAIRS
30. PROPOSED 1' THICK GABION WALL
31. PROPOSED ENERGY DISSAPATOR
32. PROPOSED CHECK DAM



CIVIL SITE PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

LEGEND
- PROPERTY LINE
- EASEMENT LINE
- FIRE TURN AROUND AREA
- PROPOSED SIDEWALK

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

ENGINEERS SEAL

DATE

REVISIONS

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CIVIL SITE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	6-1

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, Current 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 505-955-6631.
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 304 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.
37. ADA compliance: The contractor shall ensure ADA compliance for construction of ADA features and appurtenances (including, but not limited to, sidewalk & curb ramp cross slopes, ramp slopes, level landings, etc.) as detailed in the plans and in accordance with referenced standard drawings, specifications and current public right of way accessibility guidelines. The contractor is responsible for field checking slopes and dimensions of all form work for compliance prior to installation of concrete. The City reserves the right to inspect any ADA features and appurtenances at any time before final completion of the project and to have the contractor remove, replace, and/or correct any work at his cost that is not in compliance, as determined by the project manager.

ADDITIONAL CONSTRUCTION NOTES

1. The contractor's surveyor shall coordinate with Rick Chatroop, Professional Land Surveyor. The contractor's 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 ensure that the site is secure at all times.
3. It is solely the contractor's responsibility to meet OSHA requirements and to maintain a safe working condition.
4. Santa Fe Engineering Consultants, LLC. 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. The contractor shall maintain an up to date set of as-built plans for the project. These plans shall be kept current, within two weeks, at all times and shall be subject to review by the project manager throughout the project and will be reviewed by the project manager for accuracy and completeness at least once every 30 days. Upon 50% completion of the project, the contractor shall submit progress as-built plans to the project manager for review. The final as-built plans bearing the signed seal and certification of the contractor's surveyor shall be submitted to the project manager prior to any final payment. This work is considered incidental to completion of the project and no measurement or payment shall be made.

CASE # _____

ENGINEER'S SEAL	DATE	REVISIONS
		◁ ◁ ◁ ◁ ◁ ◁ ◁

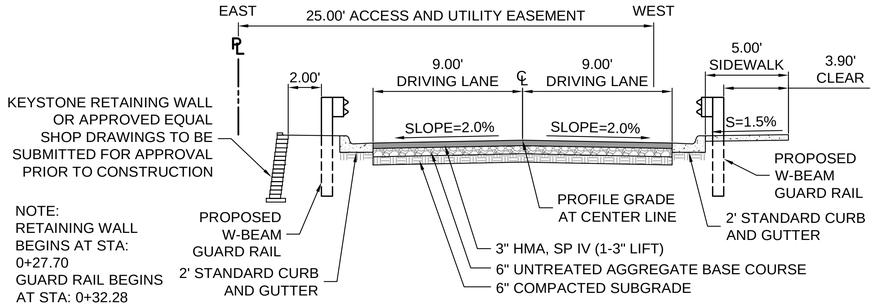
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

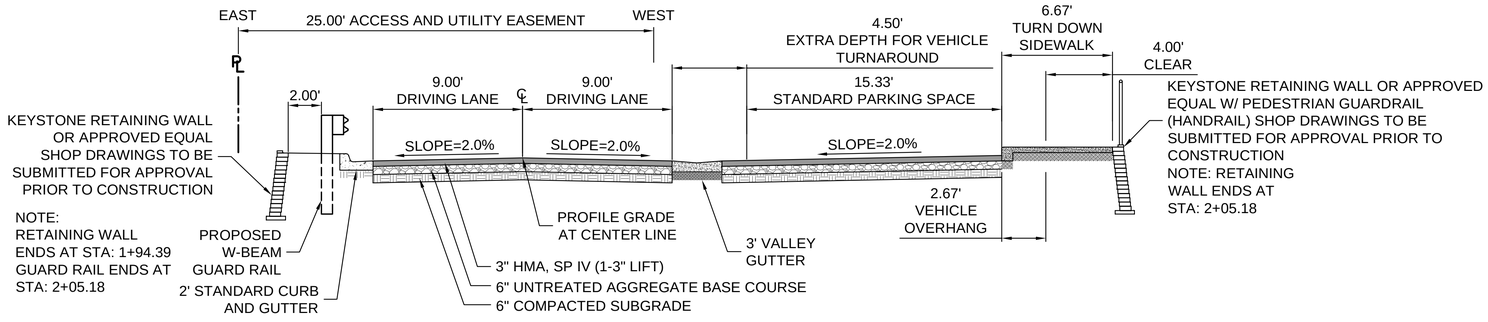
GENERAL NOTES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-2



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

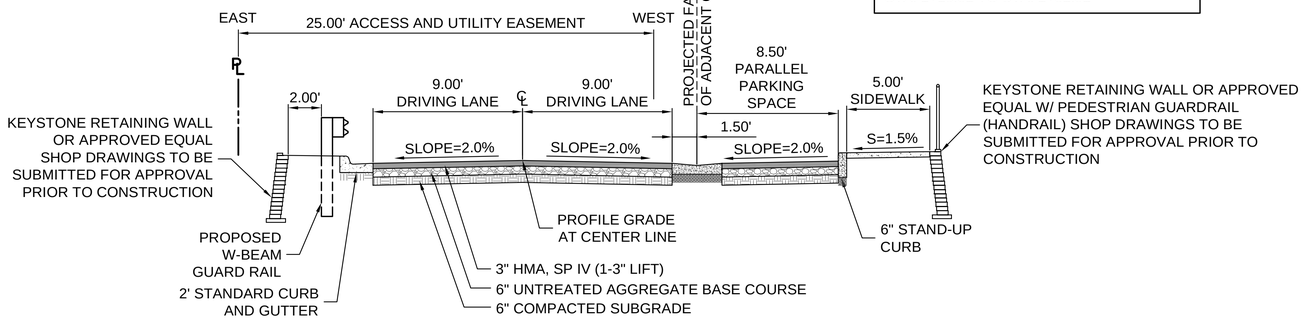
STA: 0+00.00 TO STA: 0+67.34



TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

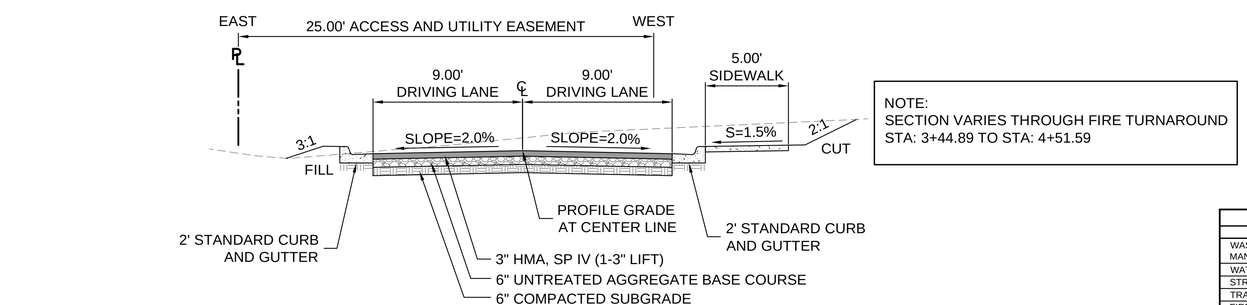
STA: 0+87.34 TO STA: 1+58.17
STA: 2+32.52 TO STA: 3+02.18

NOTE:
INTERSECTION W/ PROPOSED DRIVEWAYS,
STA: 0+67.34 TO STA: 0+87.34
STA: 2+15.52 TO STA: 2+32.52



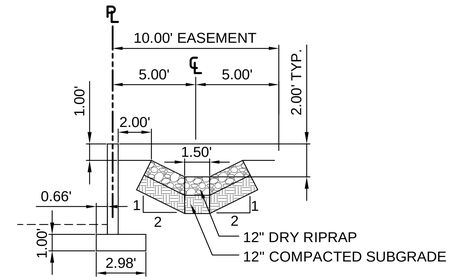
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STA: 1+58.17 TO STA: 2+15.52

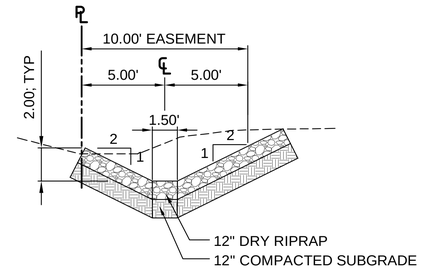


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 3+02.18 TO STA: 3+44.89



TYPICAL CHANNEL SECTION W/ WALL



TYPICAL CHANNEL SECTION

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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REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR LOS CANALES SANTA FE, NEW MEXICO

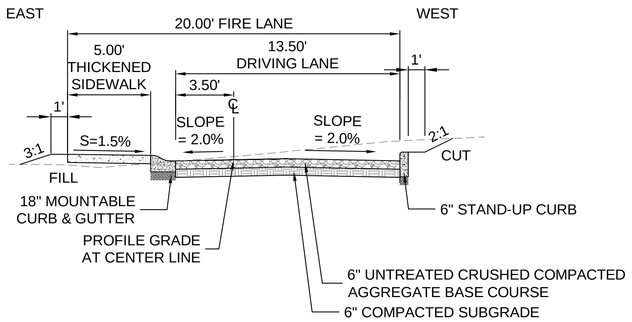
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-3

ENGINEERS SEAL

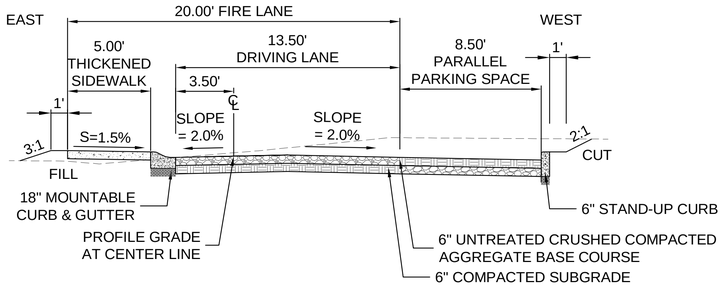
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REVISIONS



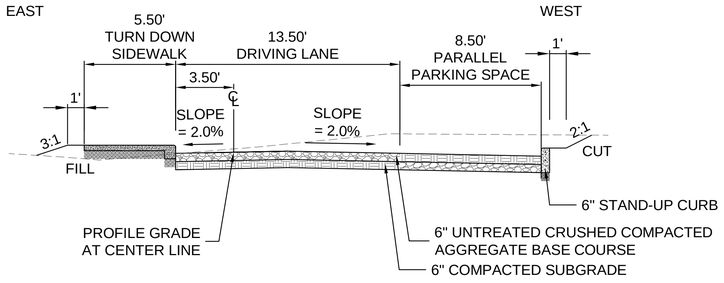
TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 4+51.59 TO 4+99.72



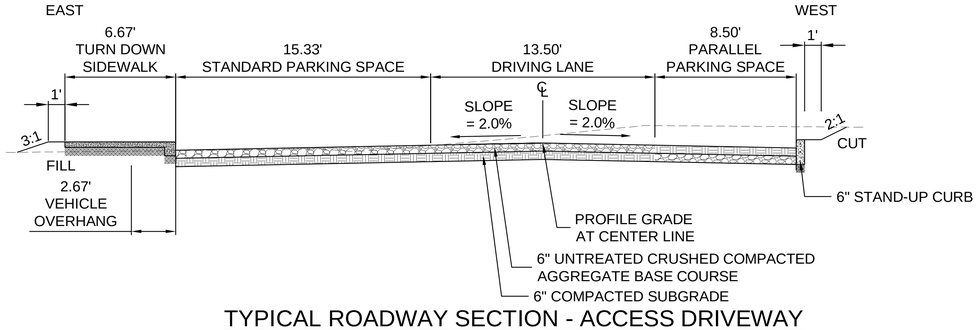
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STA: 4+51.59 TO 5+62.04



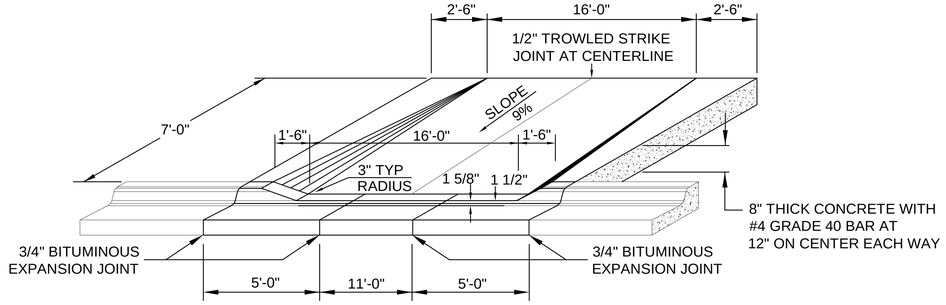
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STA: 5+62.04 TO 5+93.62

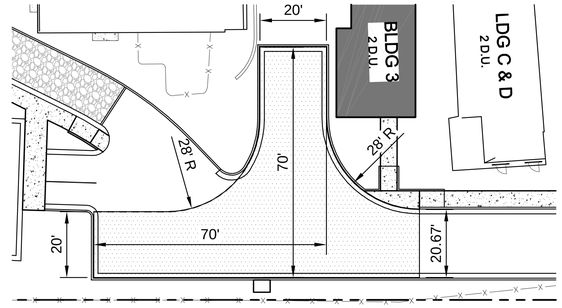


TYPICAL ROADWAY SECTION - ACCESS DRIVEWAY

STA: 5+93.62 TO 6+33.62



DRIVEWAY DETAIL



FIRE APPARATUS ACCESS
ROAD TURNAROUND

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

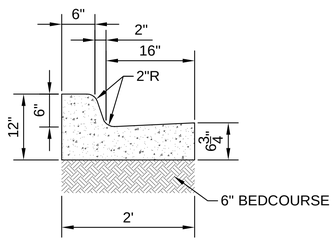
TYPICAL SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-4

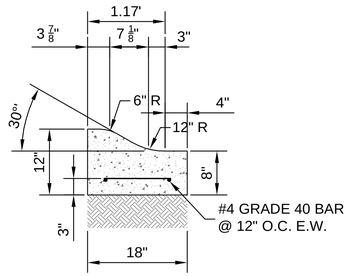
ENGINEERS SEAL

DATE

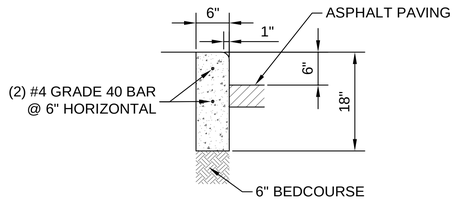
REVISIONS



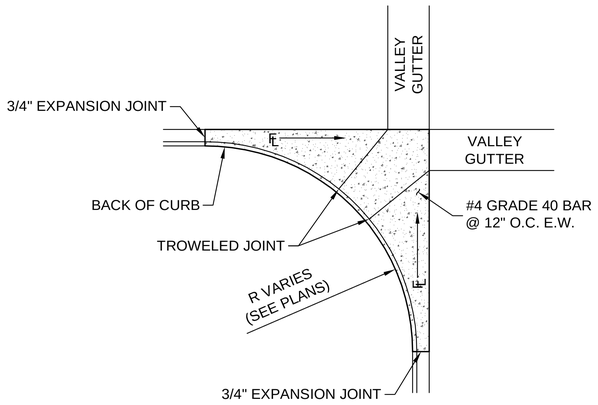
STANDARD 2' CURB AND GUTTER



MOUNTABLE CURB AND GUTTER

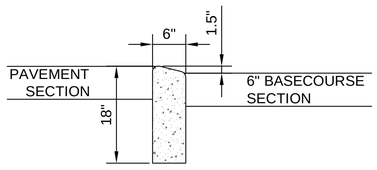


6" STAND-UP CURB

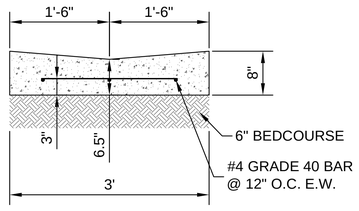


NOTES:
1. POUR FILLETS MONOLITHICALLY
2. PROVIDE A REINFORCING CONTINUATION BETWEEN FILLETS AND VALLEY GUTTERS WITH A 30" REBAR LAP BETWEEN FILLETS AND VALLEY GUTTERS BEING CAST WITHIN 30 CALENDAR DAYS.

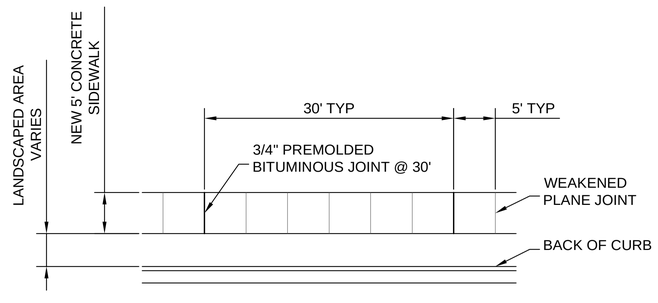
FILLET CURB RETURN



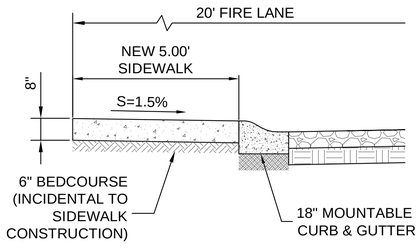
HEADER CURB



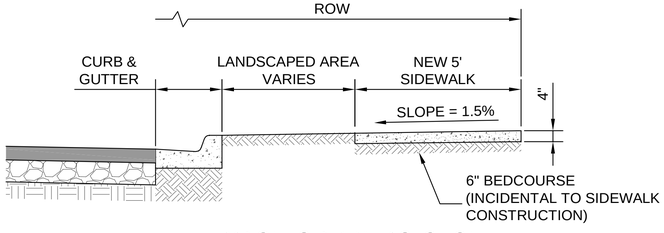
3' VALLEY GUTTER



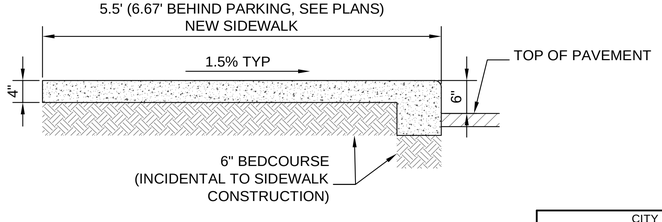
TYPICAL SIDEWALK PLAN



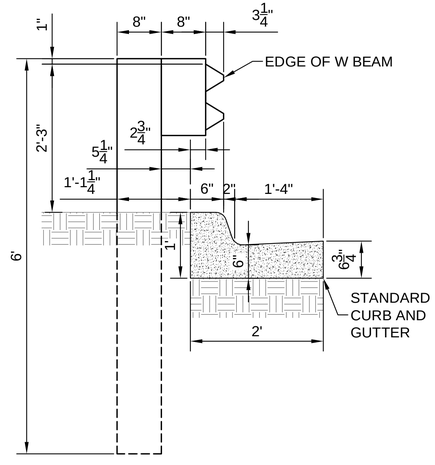
TYPICAL THICKENED SIDEWALK SECTION



TYPICAL SIDEWALK SECTION



TYPICAL TURN DOWN SIDEWALK DETAIL



LOCATION DETAIL FOR
TYPE I GUARD RAIL WITH WOOD POSTS
BEHIND CURB AND GUTTER

ENGINEER'S SEAL

DATE

REVISIONS

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
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WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

TYPICAL DETAILS

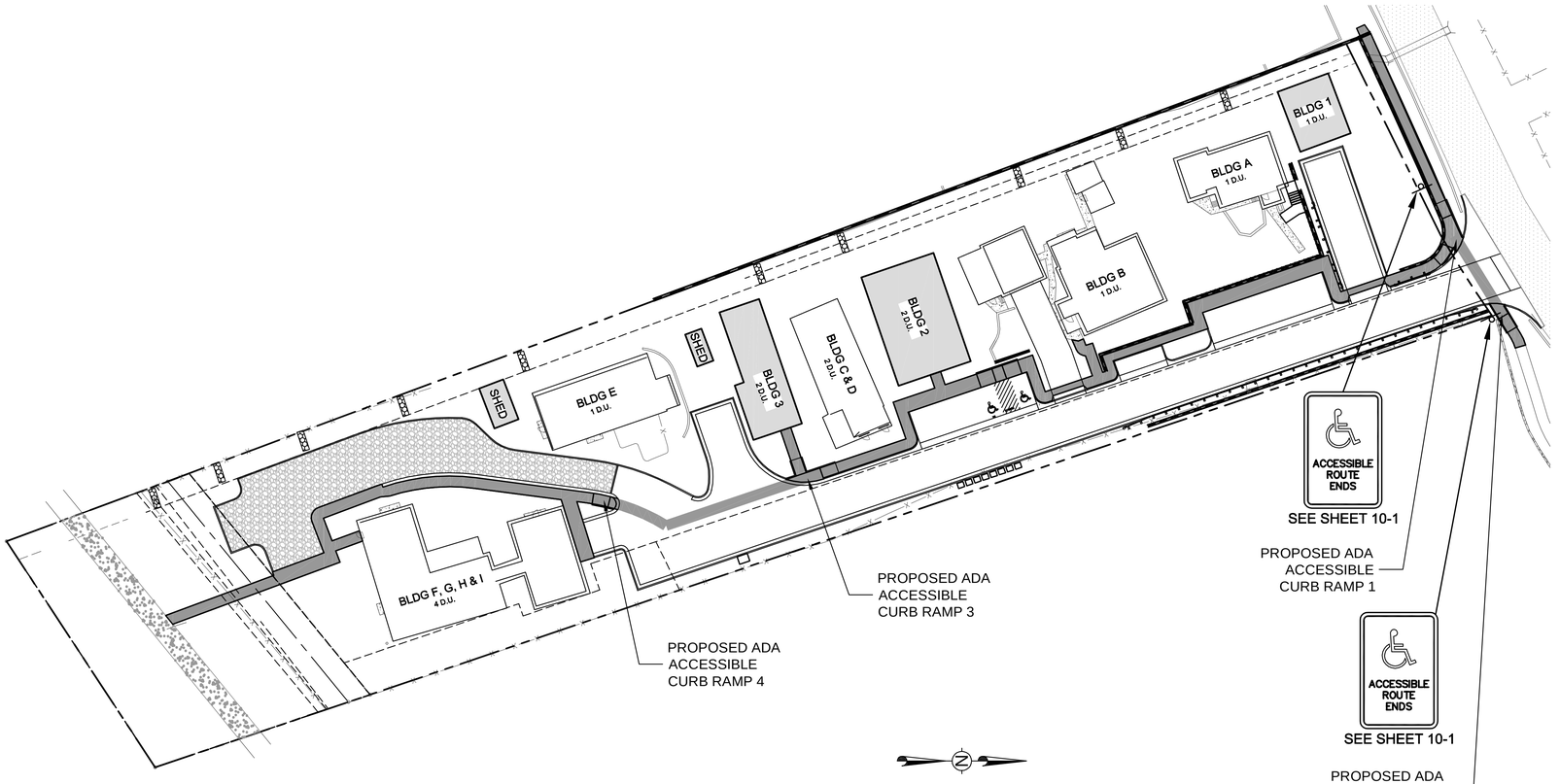
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	N.T.S.	6-5

ADA COMPLIANCE GENERAL NOTES

1. THE CONTRACTOR SHALL ENSURE ADA COMPLIANCE FOR CONSTRUCTION OF REQUIRED ADA ACCESSIBLE FEATURES AND APPURTENANCES, AND AS DETAILED IN THE APPROVED CONSTRUCTION PERMIT DOCUMENTS.
2. ALL CONSTRUCTION WORK SHALL COMPLY WITH, IN ORDER OF PRECEDENCE: SANTA FE CITY CODE, GOVERNOR'S COMMISSION ON DISABILITY (GCD), ICC ANSI A117.1-2009, CHAPTERS 1-5 AND CHAPTER 7, MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION), AND AMERICANS WITH DISABILITIES ACT (ADA) STANDARDS.
3. CURB RAMPS SHALL FOLLOW NMDOT PEDESTRIAN ACCESS ROUTE DETAILS (SERIAL 608) WITH REQUIRED TURNING SPACE AND 7% RUNNING SLOPES TYPICAL AND 8.3% MAXIMUM. CURB RAMP LANDING TYPICAL SLOPE IS 1% AND SHALL NOT EXCEED 2% RUNNING AND CROSS SLOPE.
4. SIDEWALK RUNNING SLOPES SHALL NOT EXCEED 5% WITHOUT HANDRAIL(S). CROSS SLOPES SHALL NOT EXCEED 2%.
5. PROVIDE DETECTABLE WARNING SURFACES AT CURB RAMPS AND TRANSITIONS TO DRIVEWAY AND INTERSECTION CROSSINGS ALONG THE ACCESSIBLE PATHS OF TRAVEL.
6. PER ICC ANSI A117.1-2009, SIDEWALKS SHALL COMPLY WITH SECTION 302, FLOOR SURFACE, 303.4 RAMPS, 401 ACCESSIBLE ROUTES, 403 WALKING SURFACES, 405 RAMPS
7. ALL PARKING AND WALK SURFACES ALONG THE ACCESSIBLE PATH OF TRAVEL SHALL BE FIRM, STABLE AND SLIP RESISTANT.
8. ANSI 502.7 SIGNAGE WITH REQUIRED LANGUAGE ARE REQUIRED AT ALL ADA PARKING SPACES. PARKING SIGNAGE HEIGHT PER CITY OF SANTA FE CODE IS 7'-0" TO BOTTOM OF SIGN. LOCATE VAN ACCESSIBLE PARKING SIGN IMMEDIATELY BELOW THE RESERVED PARKING SIGN AT WALL MOUNTED LOCATIONS AND 6'8 TO BOTTOM OF VAN ACCESSIBLE SIGN AT SIGNS LOCATED THE IN PEDESTRIAN WAY. SEE DETAIL, SHEET C-204.
9. ACCESSIBLE PARKING SPACE GRADES SHALL NOT EXCEED 2% IN ANY DIRECTION.
10. VAN ACCESSIBLE PARKING SPACES SHALL BE 8'-0" WIDE WITH AN 8'-0" WIDE ACCESS AISLE OR 11'-0" WIDE WITH A 5'-0" WIDE ACCESS AISLE. SEE DETAIL, SHEET C-204.
11. WHEEL STOPS ARE ENCOURAGED AT ALL ADA ACCESSIBLE PARKING SPACES TO HELP ENSURE REQUIRED CLEARANCE ALONG THE ACCESSIBLE PATH OF TRAVEL IS MAINTAINED.
12. WHERE EXISTING SIDEWALKS ADJOIN NEW ADA ACCESSIBLE FEATURES, THE CONTRACTOR SHALL PROVIDE FOR MODIFICATIONS WHERE POSSIBLE AND AS NECESSARY TO PROVIDE FOR UNINTERRUPTED, CONTINUOUS ACCESS BETWEEN EXISTING AND NEW WORK.

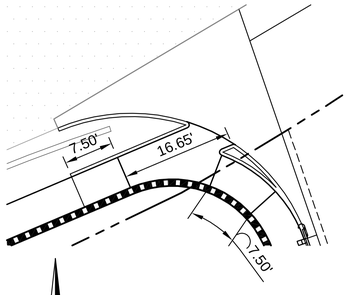
LEGEND

ADA ACCESSIBLE ROUTE

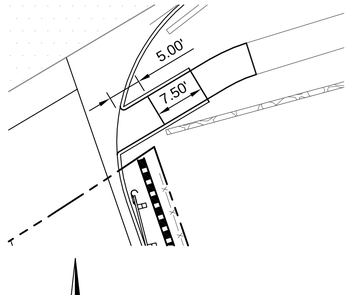


ADA ACCESS PLAN
SCALE: 1" = 30'

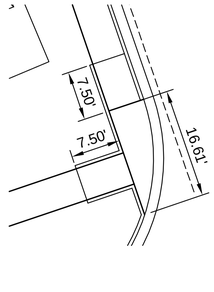
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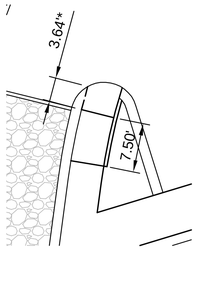
CURB RAMP 1
SCALE: 1" = 10'



CURB RAMP 2
SCALE: 1" = 10'



CURB RAMP 3
SCALE: 1" = 10'



CURB RAMP 4
SCALE: 1" = 10'

*ACCESSIBLE GRADES AT ASPHALT CONSIDERED PART OF LANDING

ENGINEERS SEAL

DATE

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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

ADA ACCESS PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	6-6

CITY OF SANTA FE WASTEWATER MANAGEMENT DIVISION GENERAL NOTES

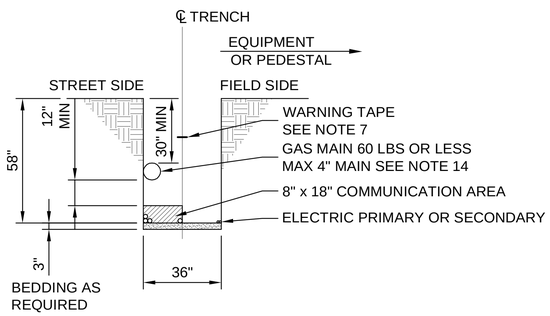
1. Prior to the Wastewater Management Division approval of the plan set, a letter will be required from the project engineer indicating they are providing the inspection and record drawing services for the project.
2. The Contractor must obtain all sewer hookup permits from the City's Building Permits 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



TYPICAL JOINT TRENCH DETAIL

CASE # _____

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.

CONTRACTOR TO COORDINATE WITH ALL UTILITY COMPANIES.

ENGINEER'S SEAL

DATE

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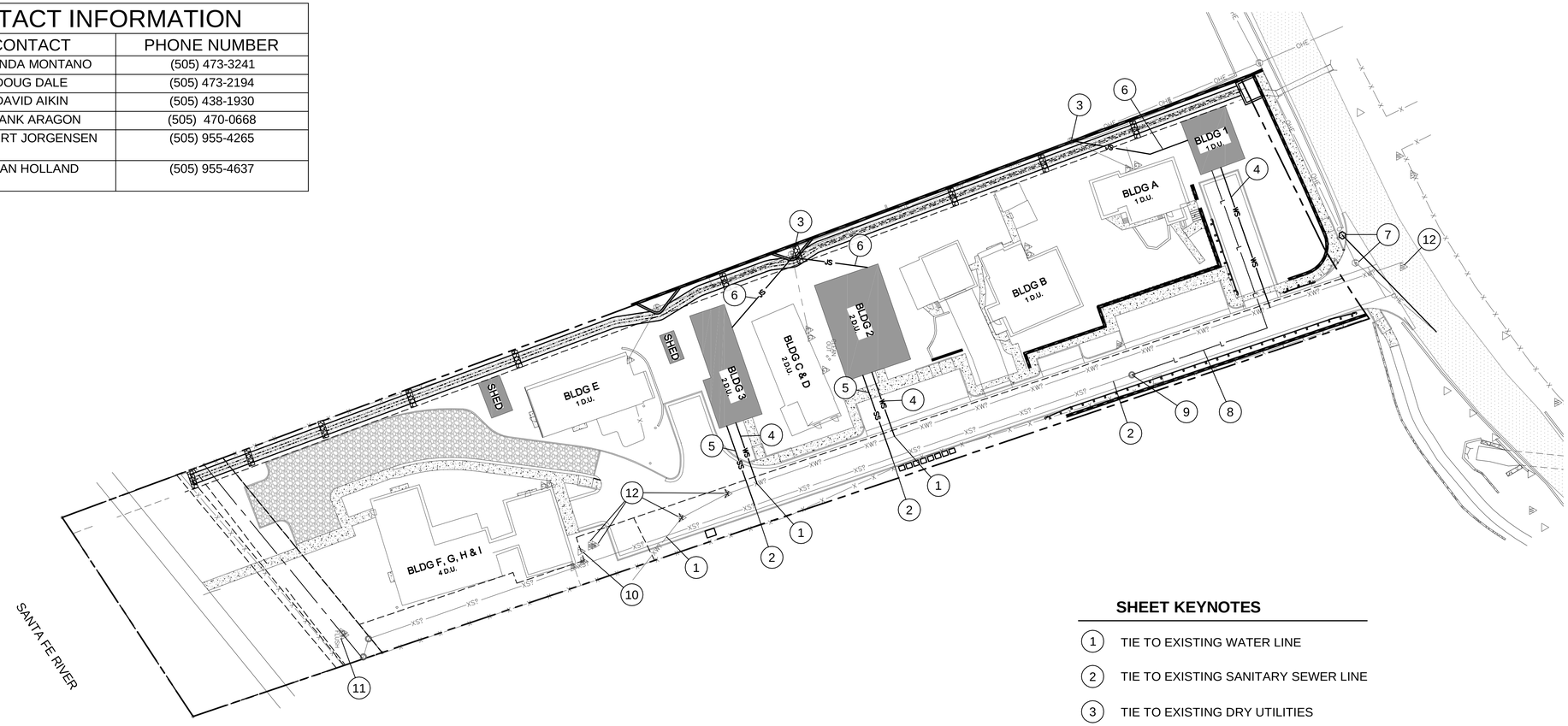
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

UTILITY NOTES AND DETAILS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	7-1

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	ROBERT JORGENSEN	(505) 955-4265
CITY OF SANTA FE WASTE WATER DIVISION	STAN HOLLAND	(505) 955-4637



SHEET KEYNOTES

1. TIE TO EXISTING WATER LINE
2. TIE TO EXISTING SANITARY SEWER LINE
3. TIE TO EXISTING DRY UTILITIES
4. PROPOSED WATER SERVICE
5. PROPOSED SEWER SERVICE
6. PROPOSED JOINT UTILITY SERVICE (GAS & ELECTRIC)
7. RELOCATE EXISTING POWER POLE BEHIND PROPOSED CURB
8. PROPOSED LOW PRESSURE SEWER SERVICE (E-ONE GRINDER)
9. TIE TO EXISTING MANHOLE TO BE ADJUSTED TO FINISHED GROUND. CORE DRILL AND EPOXY COAT
10. EXISTING FIRE HYDRANT CONTRACTOR TO PROTECT
11. EXISTING FLUSH HYDRANT CONTRACTOR TO PROTECT
12. EXISTING WATER VALVE TO BE ADJUSTED TO FINISHED GROUND

LEGEND

- EASEMENTS

EXISTING UTILITIES

- EXISTING SANITARY SEWER LINE (ASSUMED)
- EXISTING WATER LINE (ASSUMED)
- EXISTING FIRE HYDRANT
- EXISTING WATER METER/VALVE
- EXISTING GAS METER
- EXISTING ELECTRIC METER
- EXISTING MANHOLE
- EXISTING UTILITY POLE

PROPOSED UTILITIES

- PROPOSED WATER SERVICE
- PROPOSED SANITARY SEWER SERVICE
- PROPOSED JOINT UTILITY SERVICE (ELECTRIC, CABLE, TELE)

MASTER UTILITY PLAN

SCALE: 1" = 30'

0 15 30 60

SCALE: 1" = 30'

NOTE:
CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION

CONTRACTOR SHALL COORDINATE WITH UTILITY FRANCHISES FOR SERVICE AND METER INSTALLATION

GAS SERVICES TO BE RUN TO PROPOSED BUILDINGS AFTER EXISTING LINE IS FIELD LOCATED

METER LOCATIONS TO BE SET AT TIME OF BUILDING PERMIT

CASE # _____

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DEPARTMENT	SIGN-OFF	DATE
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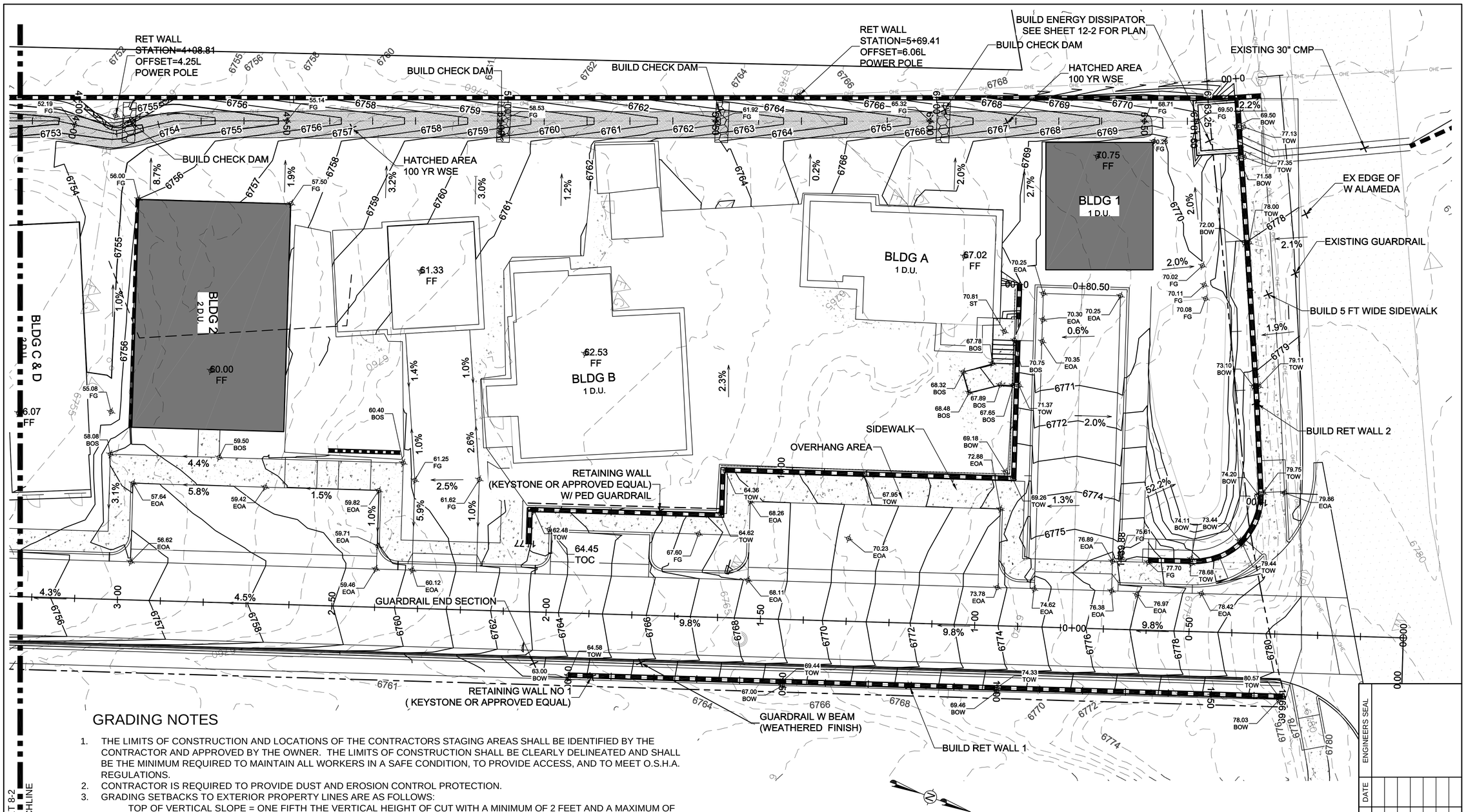
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MASTER UTILITY PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	7-2

ENGINEERS SEAL | DATE | REVISIONS

EXHIBIT B



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. THE VOLUME OF PONDING WILL BE DETERMINED WHEN NEW BUILDINGS ARE PERMITTED.
7. ALL DISTURBED AREAS SHALL BE REVEGETATED AND COORDINATED WITH THE LANDSCAPING PLAN.
8. 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.
9. ALL EXTERIOR CONCRETE SIDEWALK ELEVATIONS AT DOOR OPENINGS SHALL BE 1/2" LOWER THAN THE FINISHED FLOOR SLAB ELEVATIONS.
10. THE MAXIMUM CROSS SLOPE OF WALKING SURFACES SHALL NOT EXCEED 2%.
11. INSTALL SILT FENCE AROUND THE SITE.
12. PROPERTY DEVELOPMENT MUST COMPLY WITH SECTION 14-8.12 (RELOCATION OF GUNNISON'S PRAIRIE DOGS.)

CASE # _____

0 5 10 20
SCALE: 1" = 10'

GRADING AND DRAINAGE PLAN

SCALE: 1" = 10'
CONTOUR INTERVAL= 1'

CITY REVIEW		
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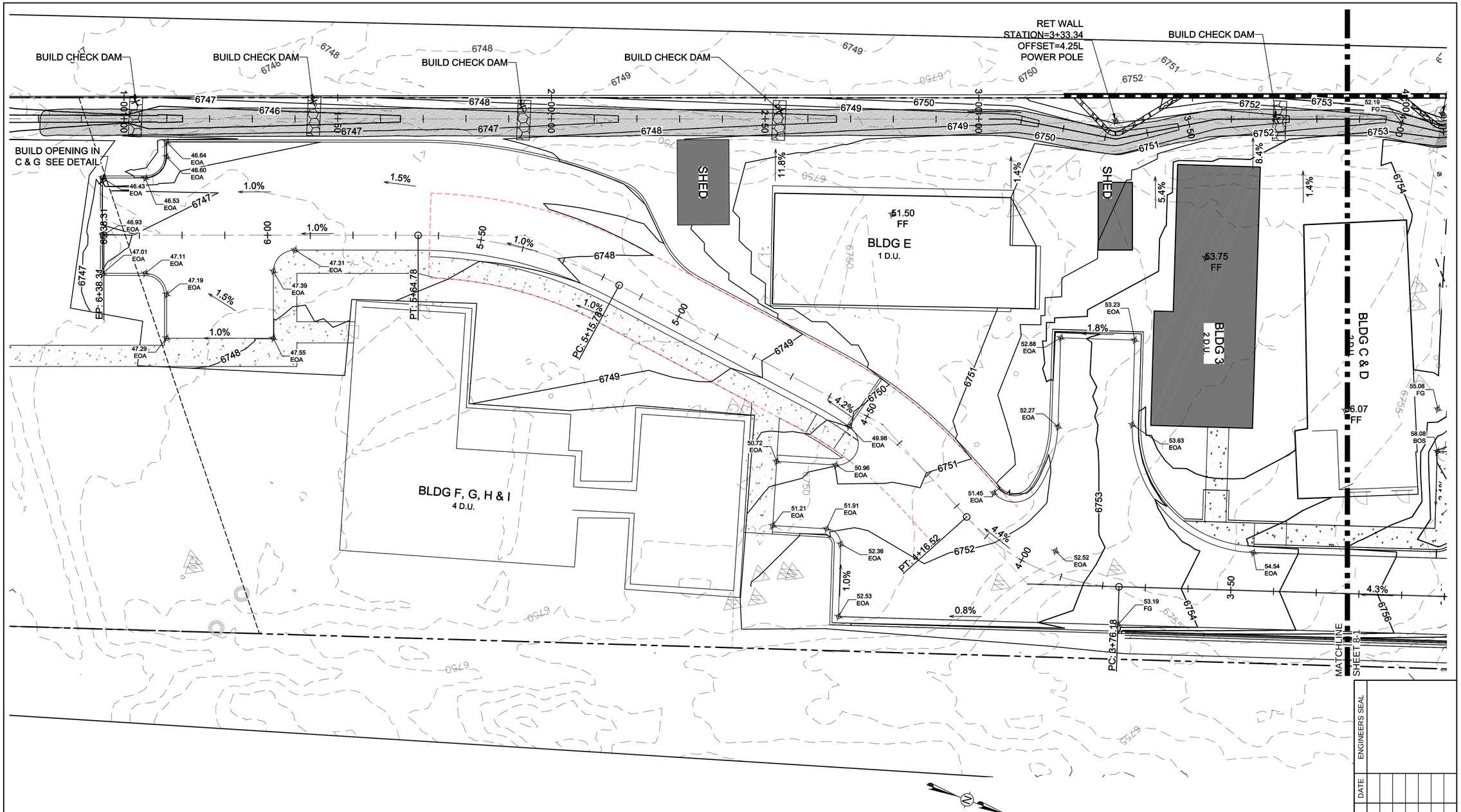
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GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-1

ENGINEERS SEAL
DATE
REVISIONS

EXHIBIT B



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.

0 5 10 20
SCALE: 1" = 10'

GRADING AND DRAINAGE MAP

SCALE: 1" = 10'
CONTOUR INTERVAL= 1'

CASE # _____

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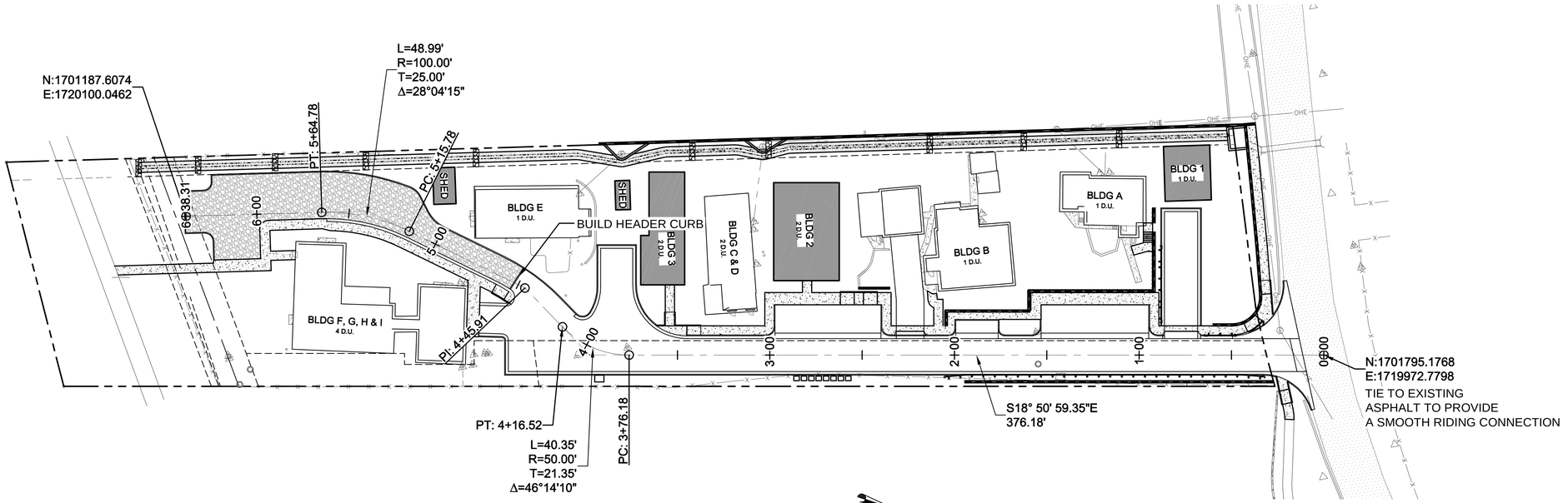
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

GRADING AND DRAINAGE PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	8-2

ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B

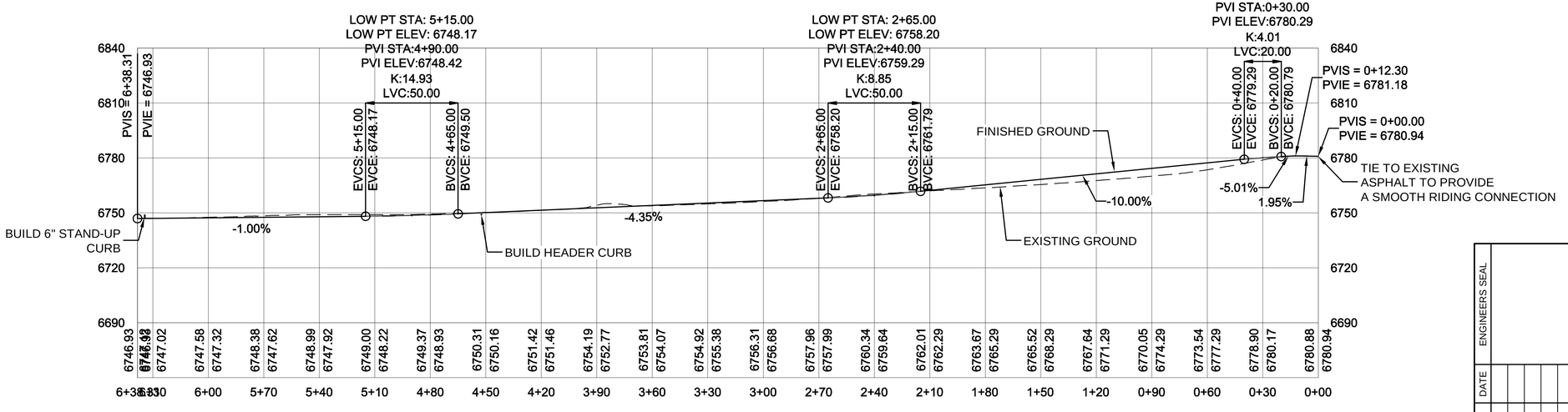


DRIVEWAY - PLAN VIEW

SCALE: 1" = 30' DESIGN SPEED = 15 MPH

0 15 30 60

SCALE: 1" = 30'



DRIVEWAY - PROFILE VIEW

SCALE HORIZ: 1" = 30'
VERT: 1" = 30'

0 15 30 60

SCALE: 1" = 30'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

DRIVEWAY PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	9-1

CITY OF SANTA FE SIGNING AND STRIPING NOTES:

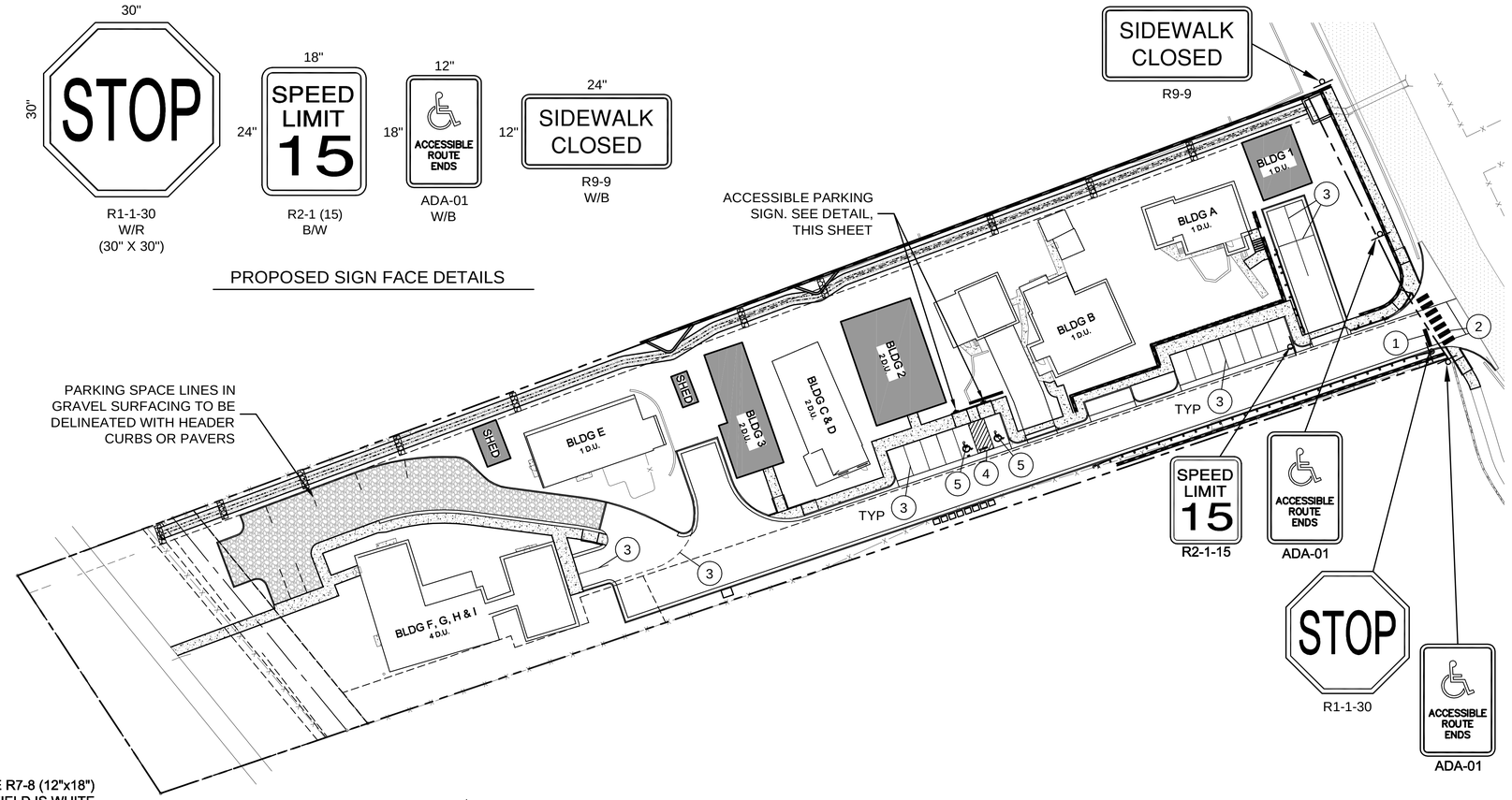
SIGN AND POST REQUIREMENTS

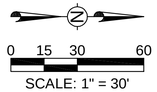
1. ALL ALUMINUM PANEL SIGNING AND STEEL POSTS SHALL COMPLY WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (NMDOT); *CURRENT* EDITION OF THE STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION (SSHBC).
2. ALL SIGNING SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) - *CURRENT* 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.

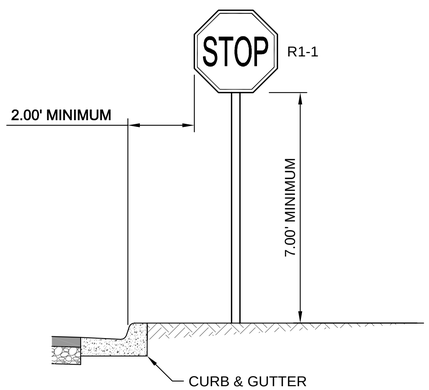
PROPOSED SIGN FACE DETAILS





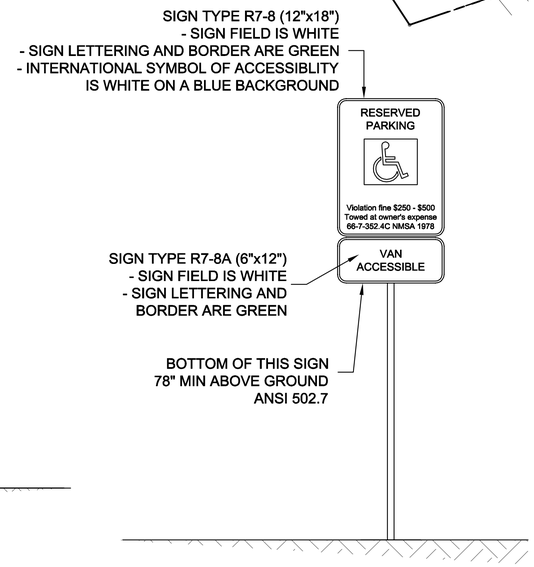
SIGNING AND STRIPING PLAN

SCALE: 1" = 30'



TYPICAL SIGN PLACEMENT

SCALE: N.T.S.



ACCESSIBLE SIGN DETAIL

SCALE: N.T.S.

STRIPING KEY ⓧ	
1	24" WHITE STOP BAR - RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE
2	24" WHITE CROSSWALK - RETROREFLECTIVE PREFORMED PATTERNED PAVEMENT STRIPE
3	4" WHITE STRIPE [PAINT] DOUBLE APPLICATION AFTER 14 DAYS
4	4" BLUE STRIPE [PAINT] DOUBLE APPLICATION AFTER 14 DAYS
5	PREFORMED MARKING - INTERNATIONAL SYMBOL OF ACCESSIBILITY

ENGINEER'S SEAL

DATE

REVISIONS

CASE # _____

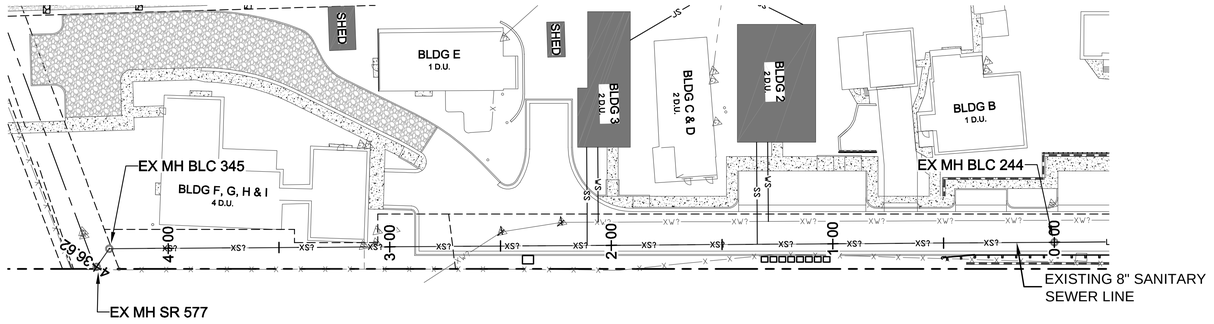
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

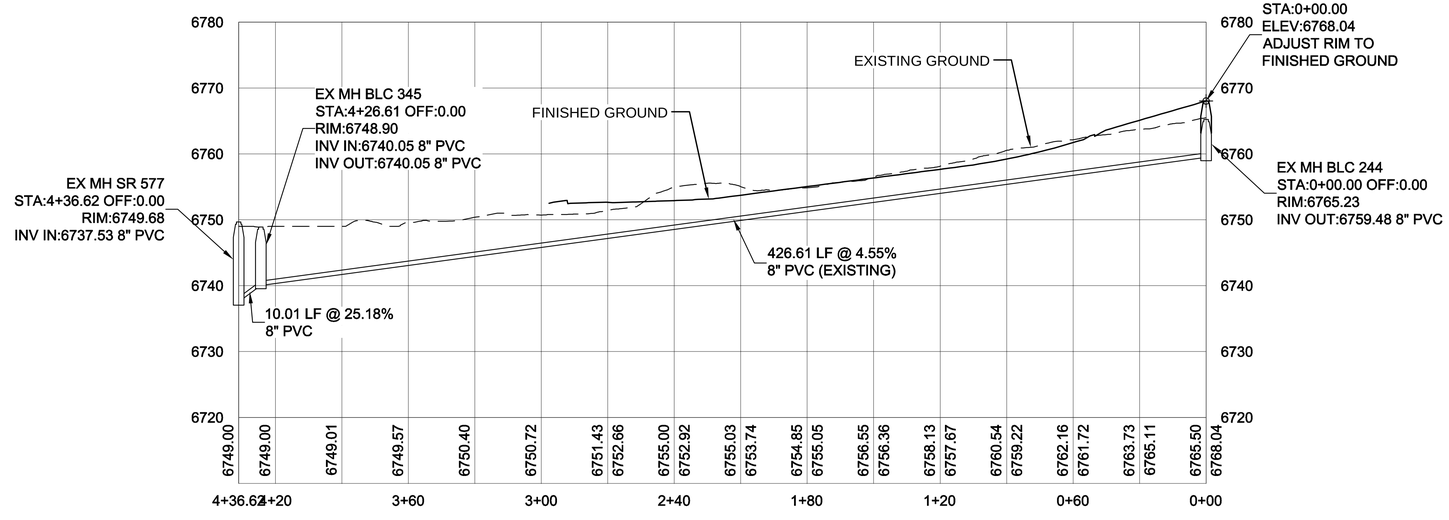
SIGNING AND STRIPING PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	10-1



EXISTING SANITARY SEWER LINE - PLAN VIEW

SCALE: 1" = 30'



EXISTING SANITARY SEWER LINE - PROFILE VIEW

SCALE HORIZ: 1" = 30'
VERT: 1" = 10'

0 15 30 60
SCALE: 1" = 30'

0 5 10 20
SCALE: 1" = 10'

ENGINEER'S SEAL

DATE

REVISIONS

CASE # _____

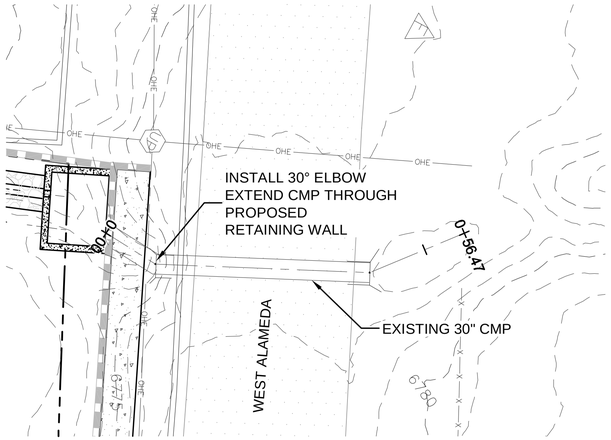
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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REZONING AND DEVELOPMENT PLAN
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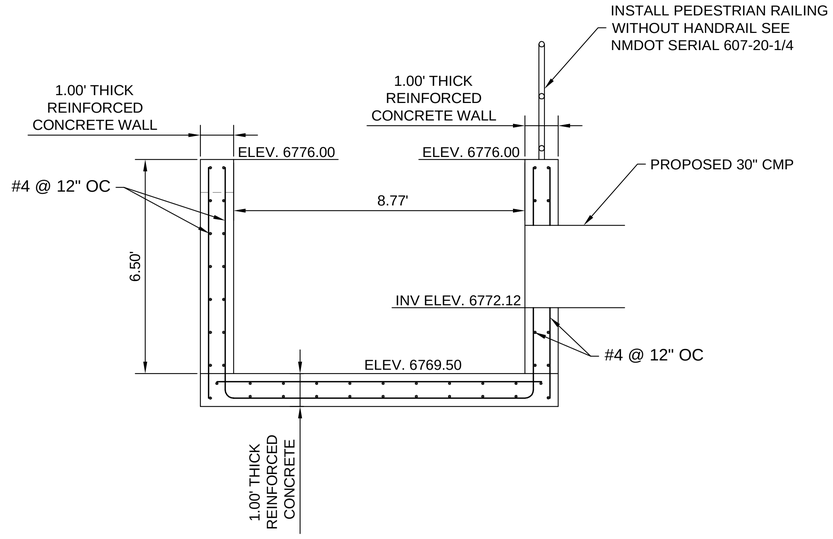
SANITARY SEWER PLAN AND PROFILE

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	11-1



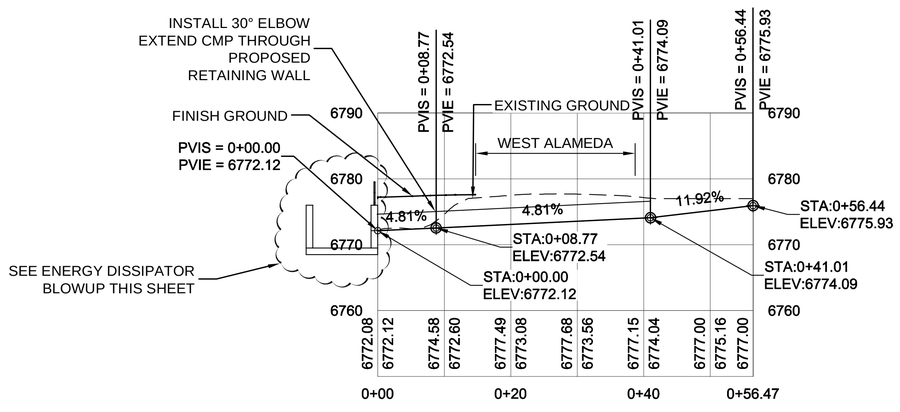
EXISTING 30" CMP - PLAN VIEW

SCALE: 1" = 10'



ENERGY DISSIPATOR BLOWUP

SCALE: 1" = 2'



EXISTING 30" CMP - 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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

STRUCTURE SECTIONS

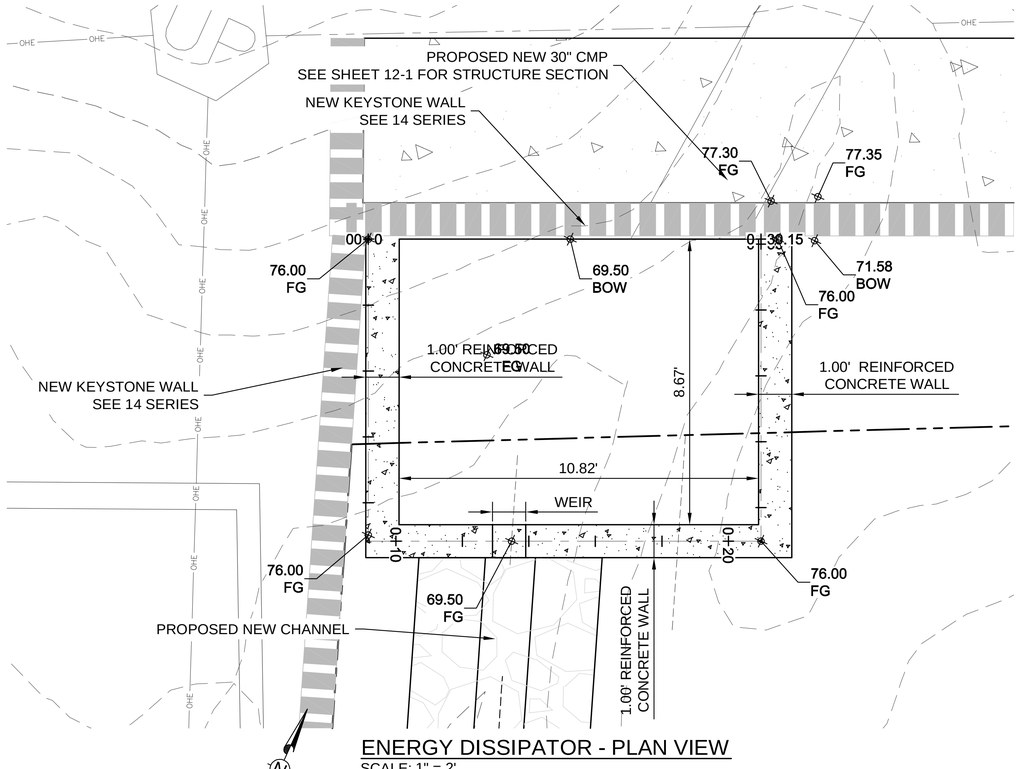
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	12-1

ENGINEER'S SEAL

DATE

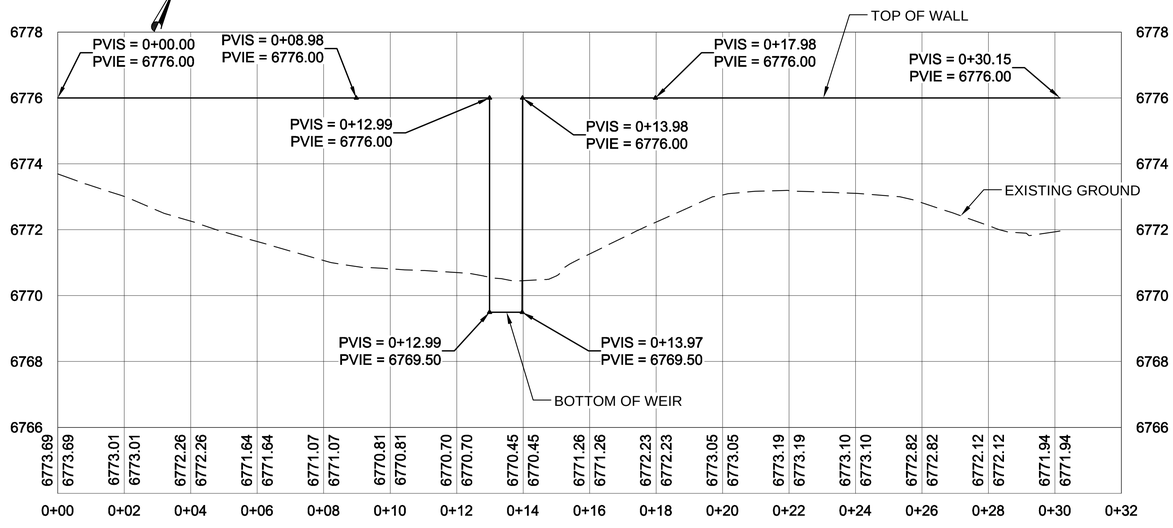
REVISIONS

EXHIBIT B



ENERGY DISSIPATOR - PLAN VIEW

SCALE: 1" = 2'



ENERGY DISSIPATOR - PROFILE VIEW

SCALE HORIZ: 1" = 2'
VERT: 1" = 2'

0 1 2 4
SCALE: 1" = 2'

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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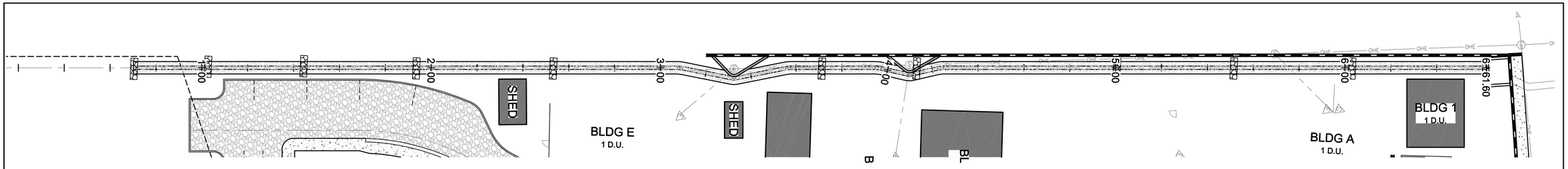
REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

ENERGY DISSIPATOR PLAN AND PROFILE

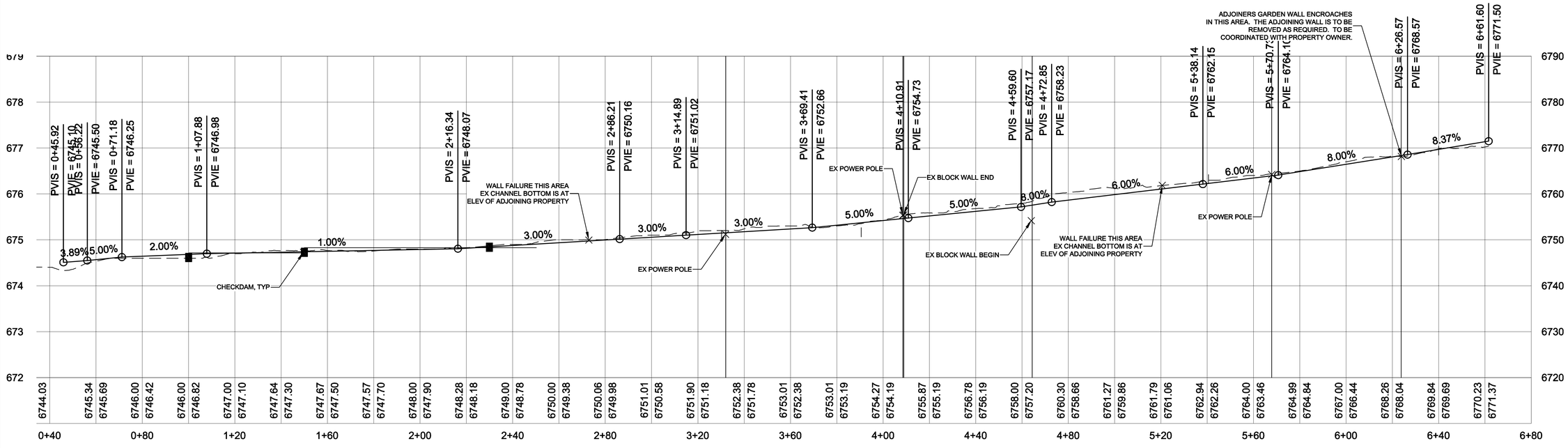
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 2'	12-2

ENGINEERS SEAL
DATE
REVISIONS

EXHIBIT B



CHANNEL - PLAN VIEW
SCALE: 1" = 20'



CHANNEL - PROFILE VIEW
SCALE HORIZ: 1" = 20'
VERT: 1" = 10'

0 10 20 40
SCALE: 1" = 20'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL PLAN AND PROFILE

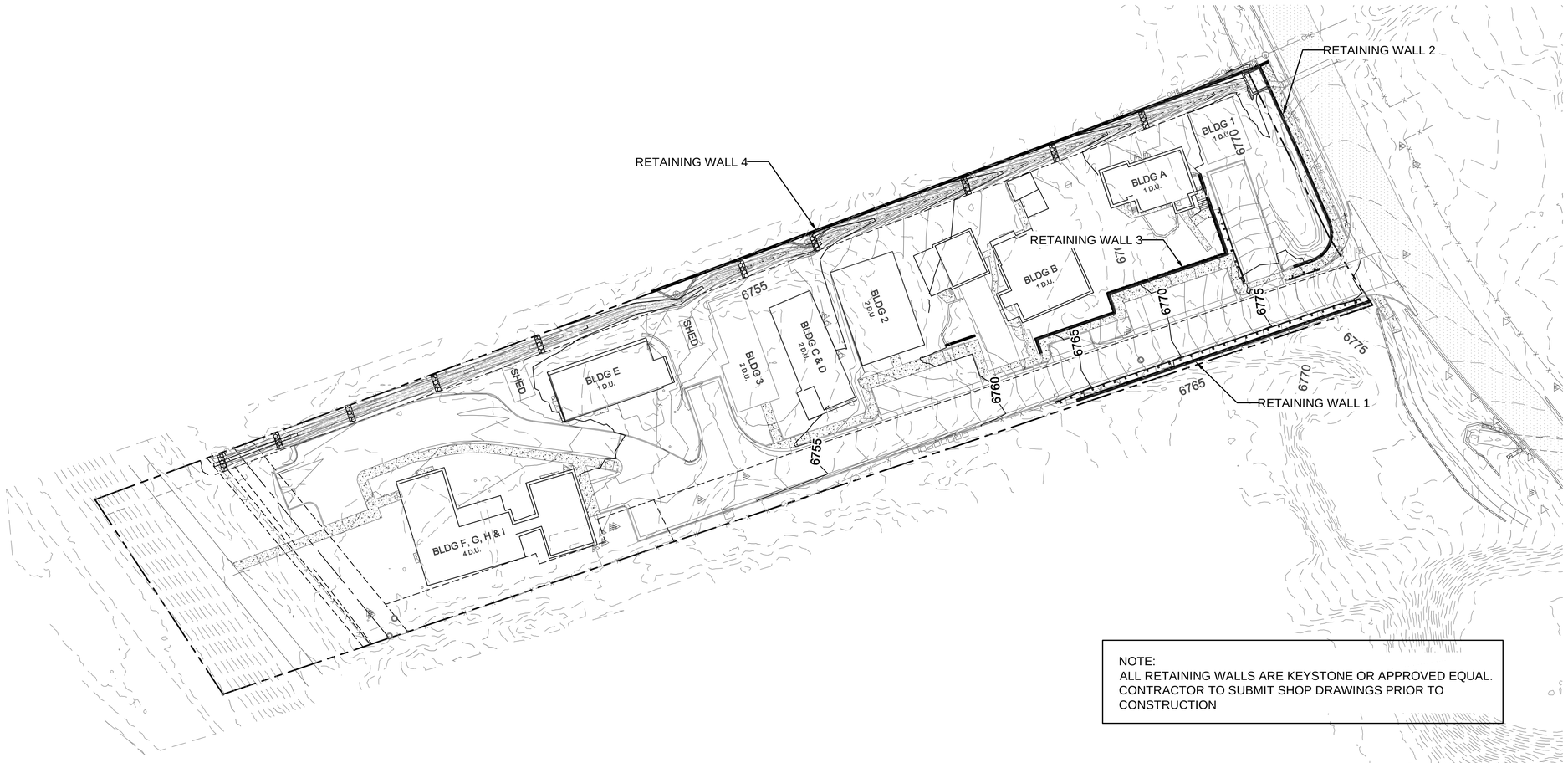
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 20'	13-1

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL.
CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

0 15 30 60
SCALE: 1" = 30'

RETAINING WALL LOCATION PLAN

SCALE: 1" = 30'

ENGINEERS SEAL

DATE

REVISIONS

CASE # _____

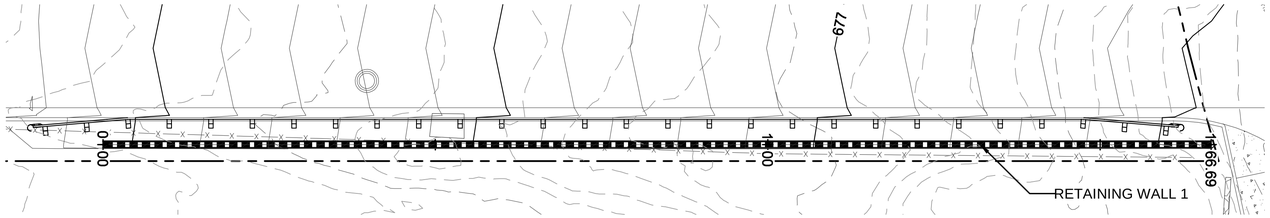
CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
WATER SERVICES		
STREETS DIV.		
TRAFFIC DIV.		
FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		
CITY USE ONLY		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

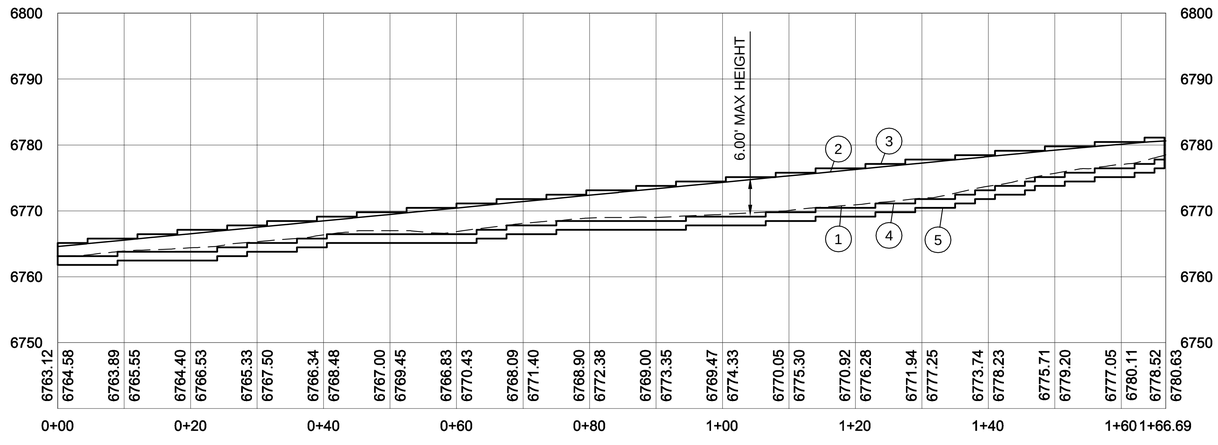
RETAINING WALL LOCATION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	14-1



RETAINING WALL 1 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 1 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. EXISTING GROUND
2. FINISHED GROUND
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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		

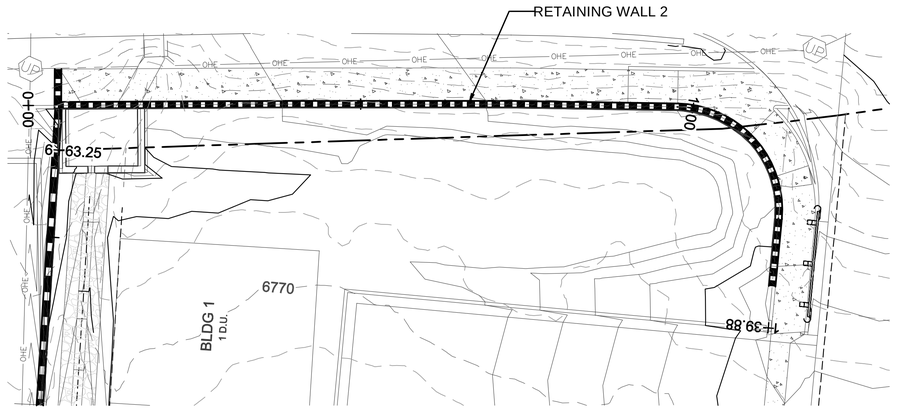
CASE # _____

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

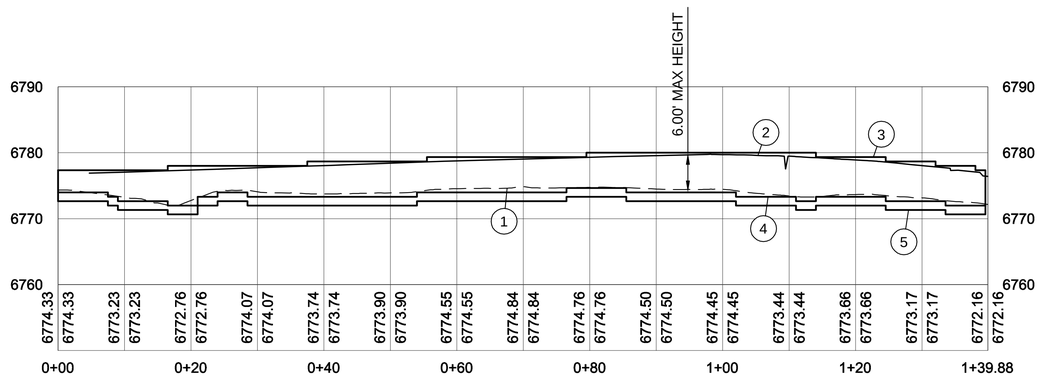
RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-2



RETAINING WALL 2 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 2 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. EXISTING GROUND
2. FINISHED GROUND
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20

SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

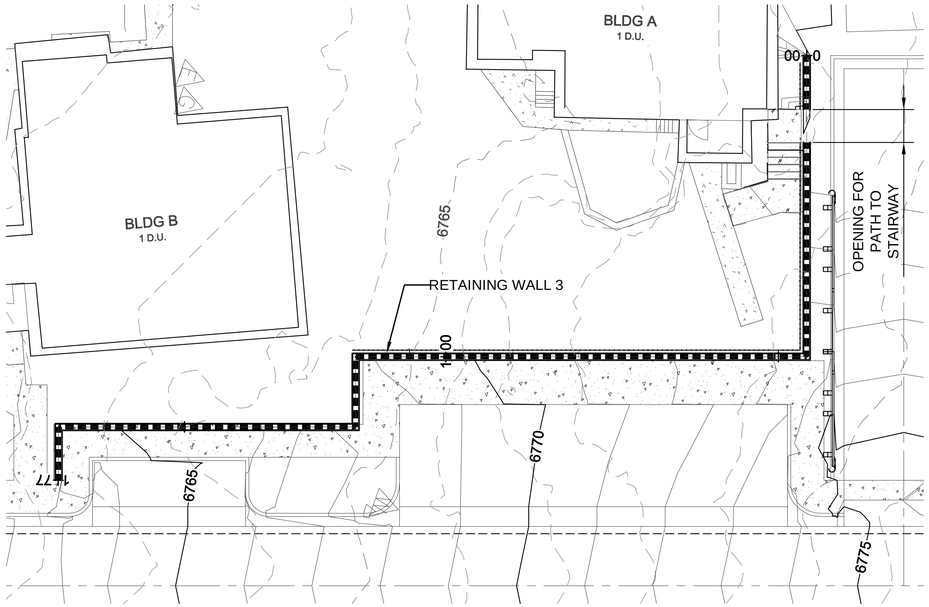
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-3

ENGINEER'S SEAL

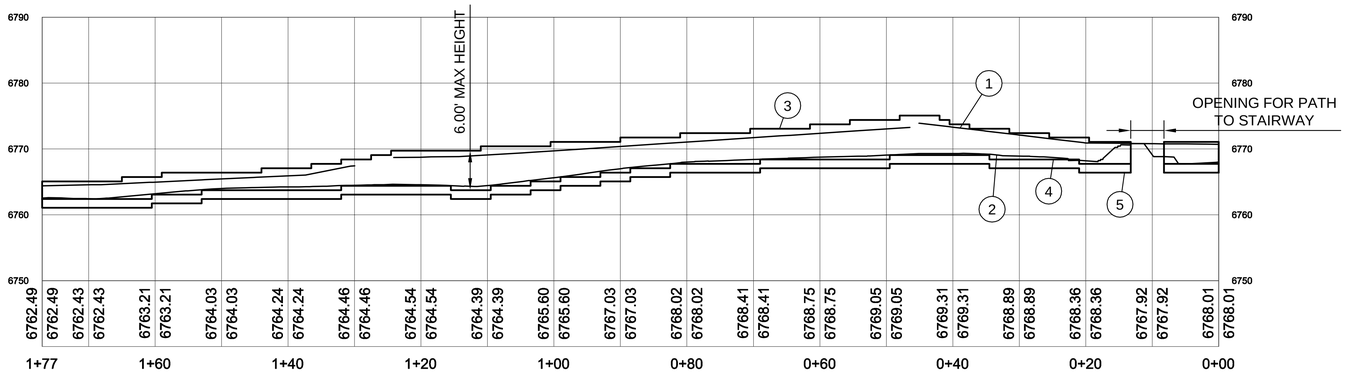
DATE

REVISIONS

EXHIBIT B



RETAINING WALL 3 - PLAN VIEW
SCALE: 1" = 10'



RETAINING WALL 3 - PROFILE VIEW
SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT TOP OF WALL
2. FINISHED GROUND AT BOTTOM OF WALL
3. TOP OF WALL
4. BOTTOM OF WALL (EXPOSED FACE)
5. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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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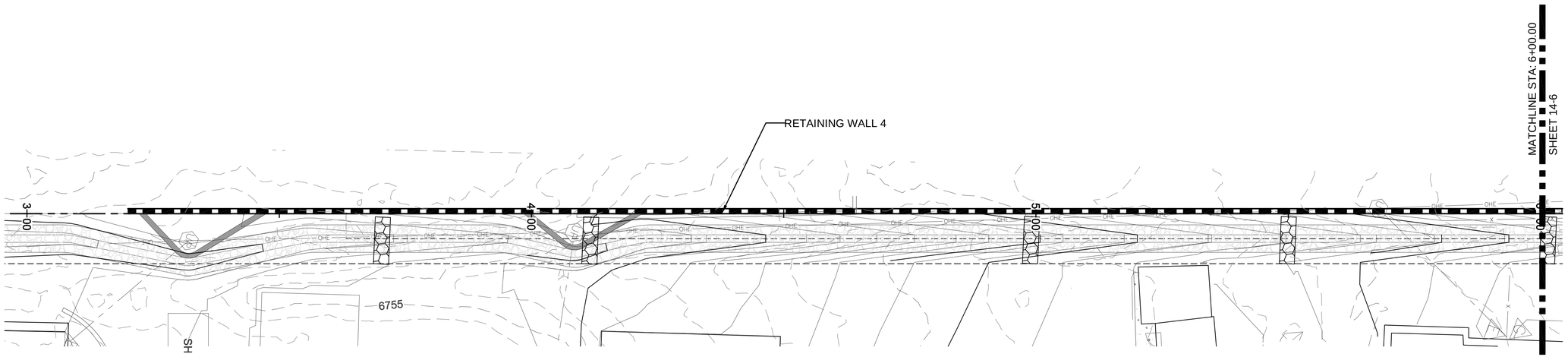
REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-4

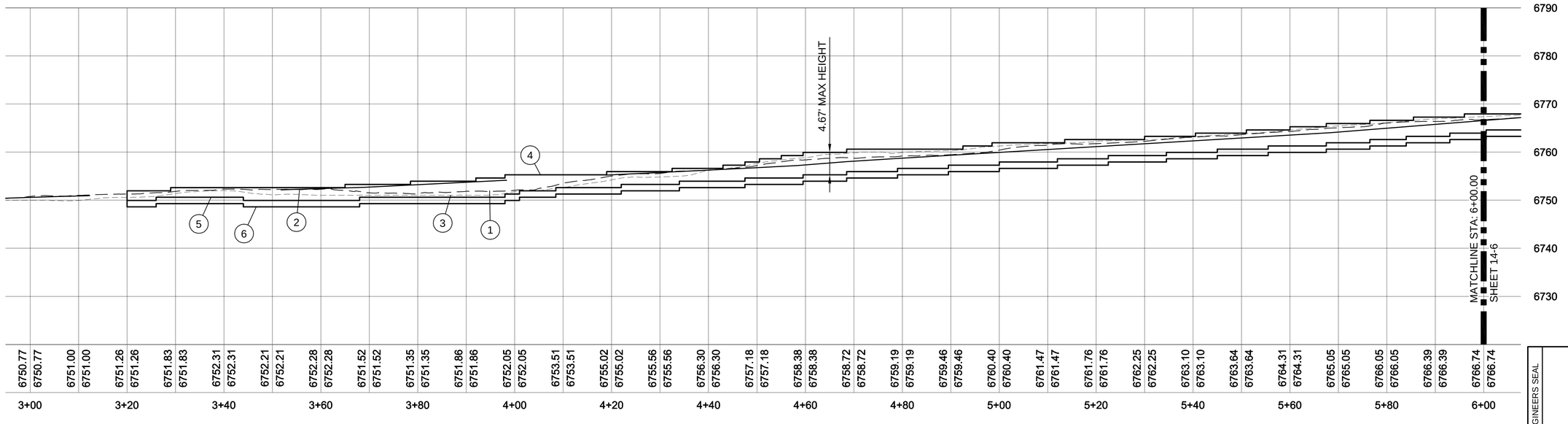
ENGINEER'S SEAL
DATE
REVISIONS

EXHIBIT B



RETAINING WALL 4 - PLAN VIEW

SCALE: 1" = 10'



RETAINING WALL 4 - PROFILE VIEW

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

0 5 10 20
SCALE: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT EDGE OF WALL
2. EXISTING GROUND AT PROPERTY LINE
3. EXISTING GROUND 5' DOWNSTREAM
4. TOP OF WALL
5. BOTTOM OF WALL (EXPOSED FACE)
6. BOTTOM OF WALL (BELOW GROUND)

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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		

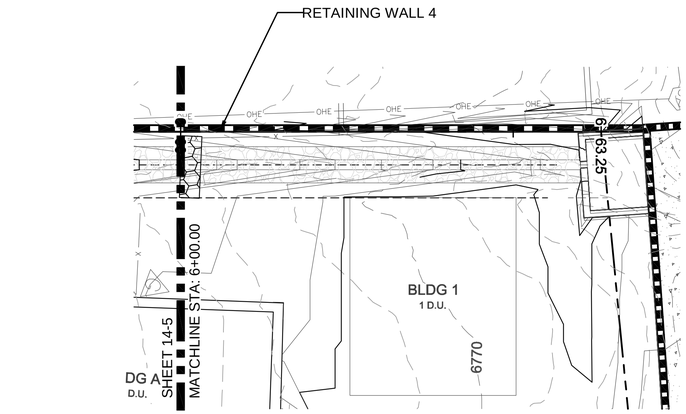
Santa Fe Engineering Consultants, LLC
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(505) 982-2845 Fax (505) 982-2641
http://www.SFENGR.com

REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

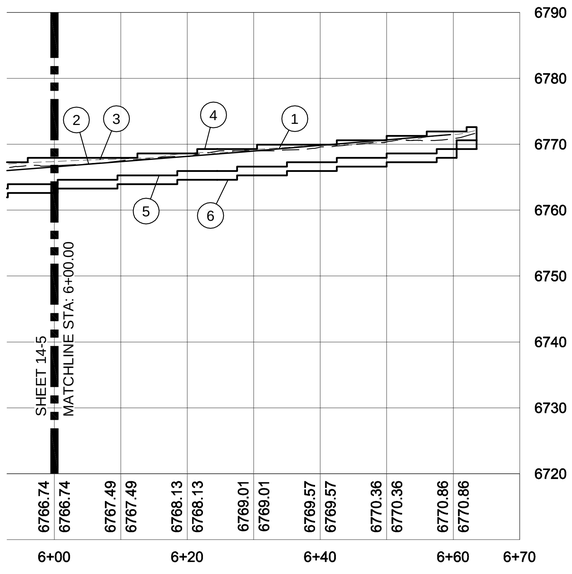
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-5

ENGINEER'S SEAL
DATE
REVISIONS



RETAINING WALL 4 - PLAN VIEW (CONT'D)

SCALE: 1" = 10'



RETAINING WALL 4 - PROFILE VIEW (CONT'D)

SCALE HORIZ: 1" = 10'
VERT: 1" = 10'

SHEET KEYNOTES

1. FINISHED GROUND AT EDGE OF WALL
2. EXISTING GROUND AT PROPERTY LINE
3. EXISTING GROUND 5' DOWNSTREAM
4. TOP OF WALL
5. BOTTOM OF WALL (EXPOSED FACE)
6. BOTTOM OF WALL (BELOW GROUND)

0 5 10 20
SCALE: 1" = 10'

NOTE:
ALL RETAINING WALLS ARE KEYSTONE OR APPROVED EQUAL. CONTRACTOR TO SUBMIT SHOP DRAWINGS PRIOR TO CONSTRUCTION

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, NEW MEXICO

RETAINING WALL PLAN AND PROFILES

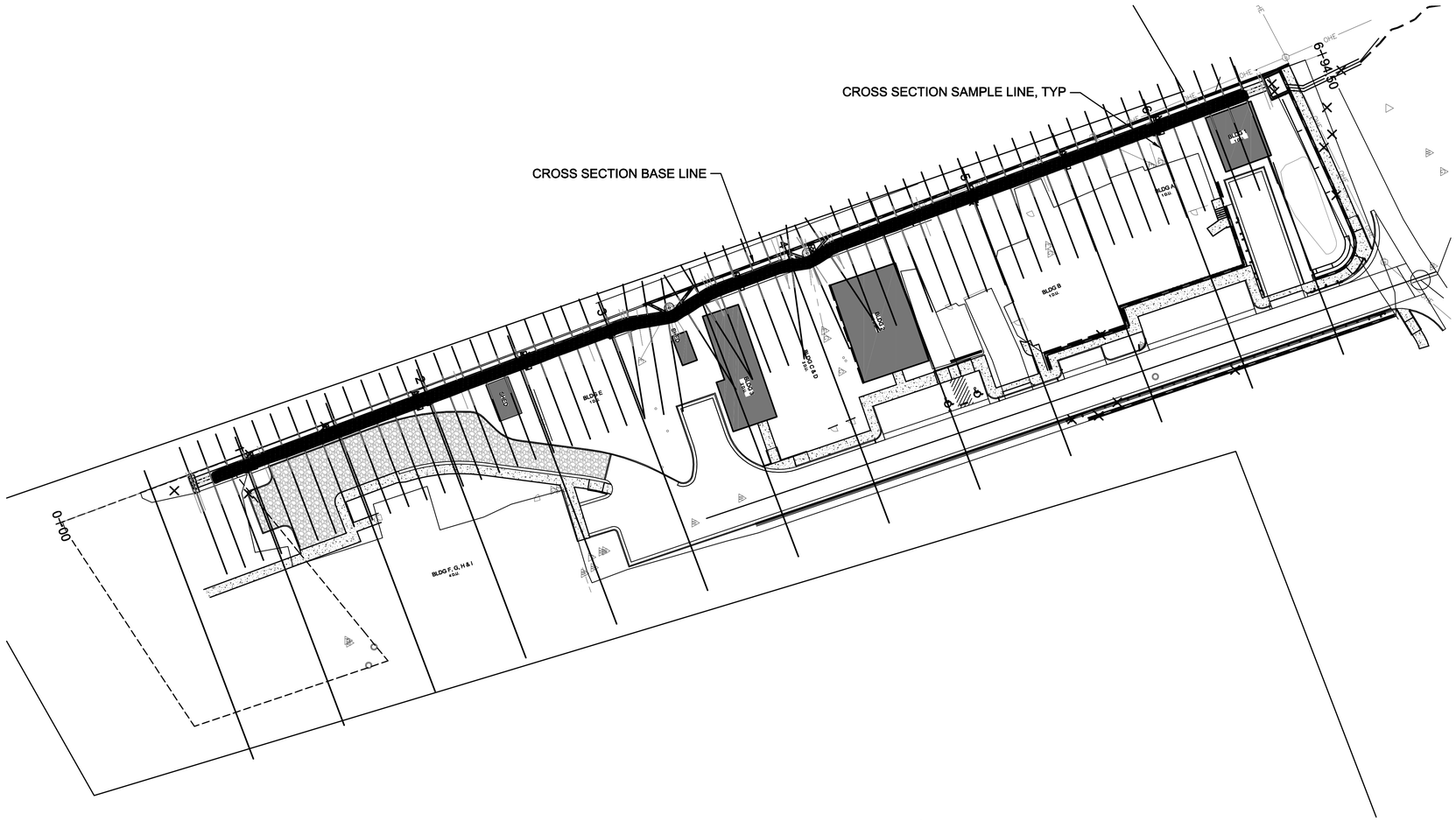
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	14-6

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



SITE CROSS SECTION LOCATION PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

SITE CROSS SECTION LOCATION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	15-1

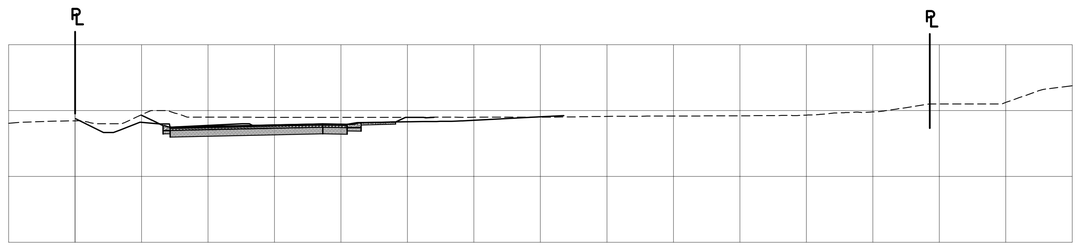
ENGINEERS SEAL

DATE

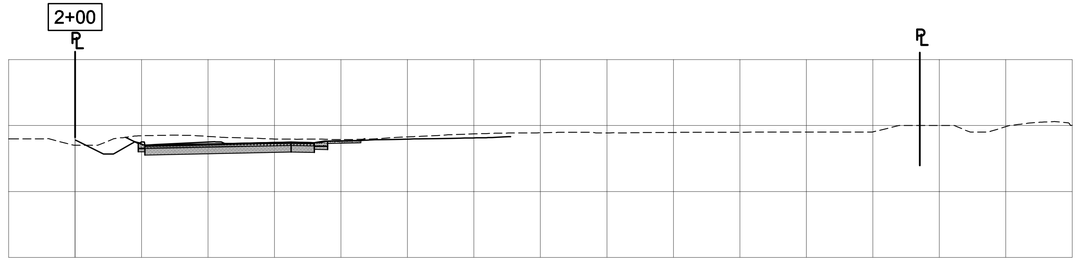
REVISIONS

WEST

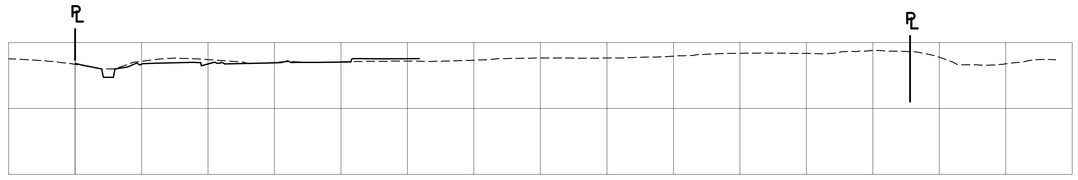
EAST



2+00



1+50



1+00

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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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-2

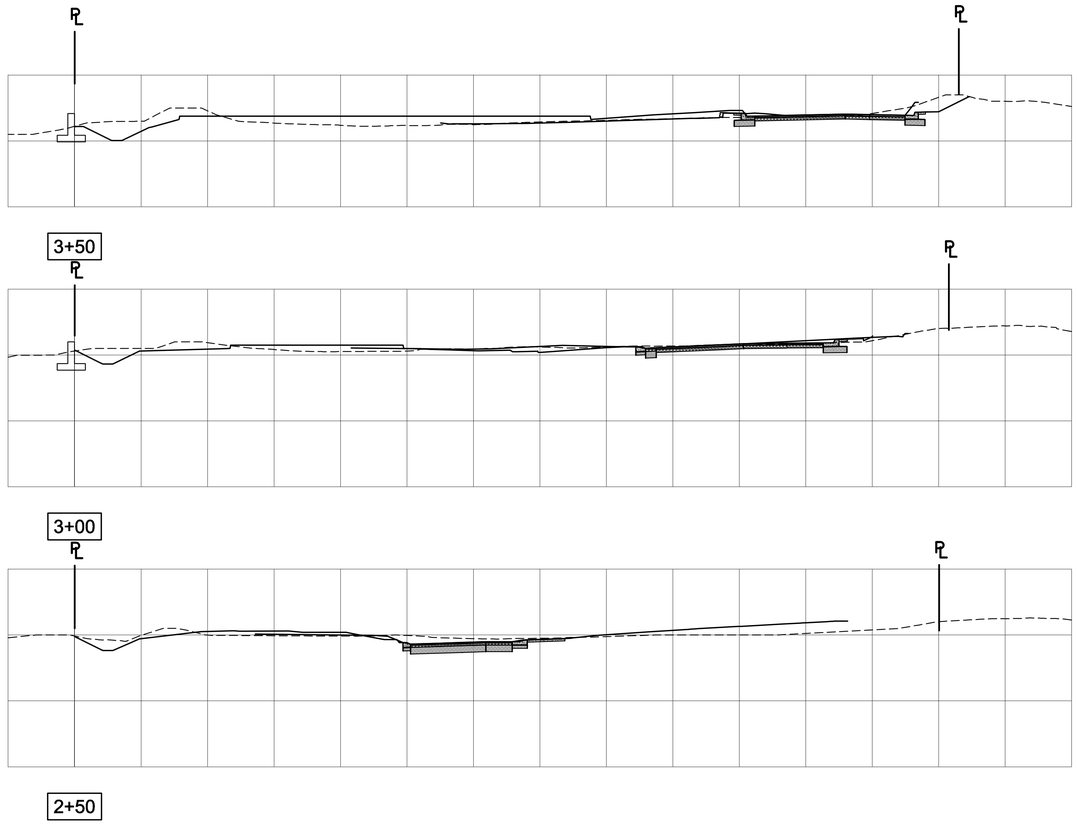
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



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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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-3

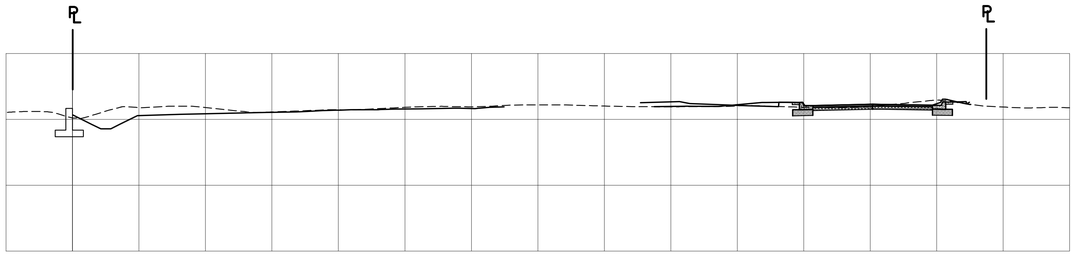
ENGINEERS SEAL

DATE

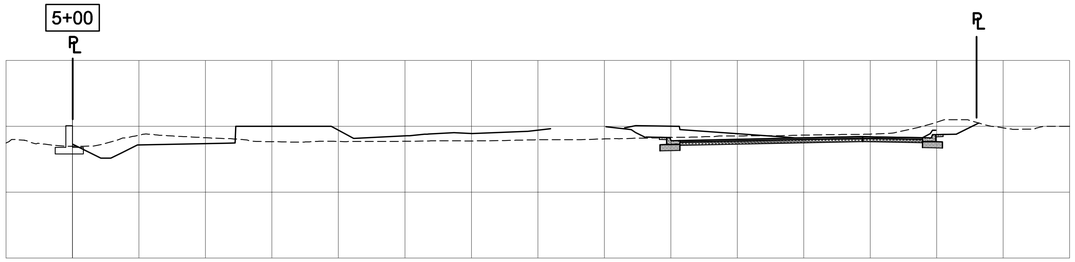
REVISIONS

WEST

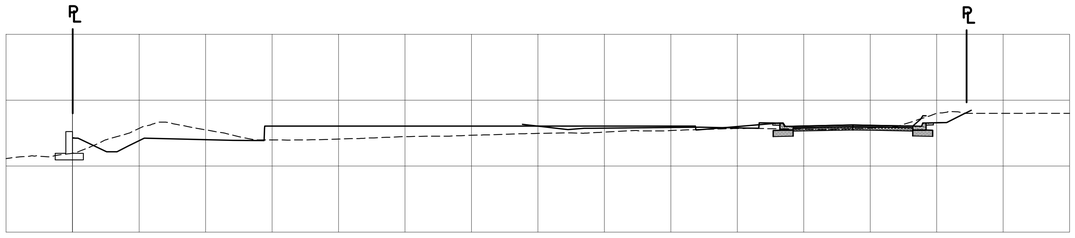
EAST



5+00



4+50



4+00

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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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-4

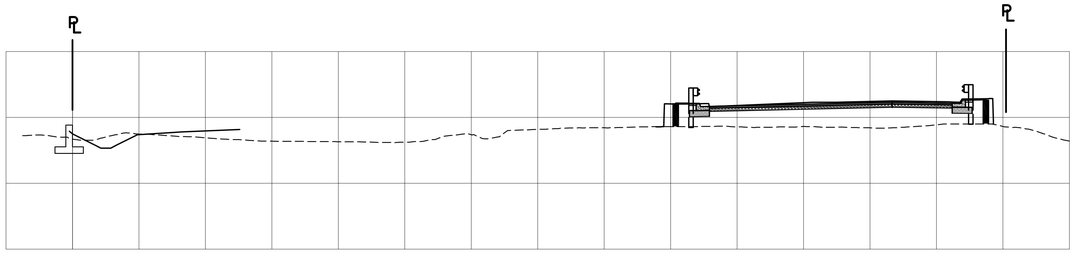
ENGINEER'S SEAL

DATE

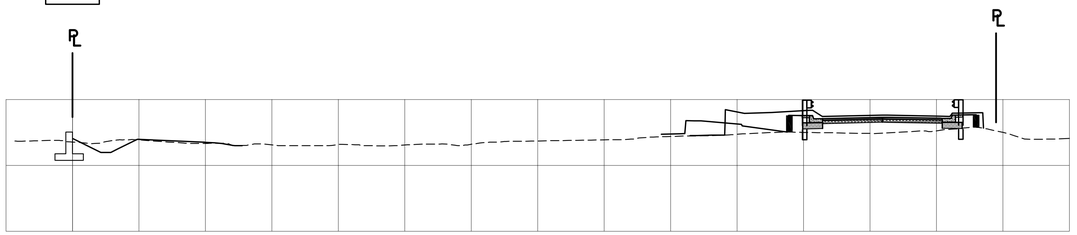
REVISIONS

WEST

EAST



6+00



5+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		

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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-5

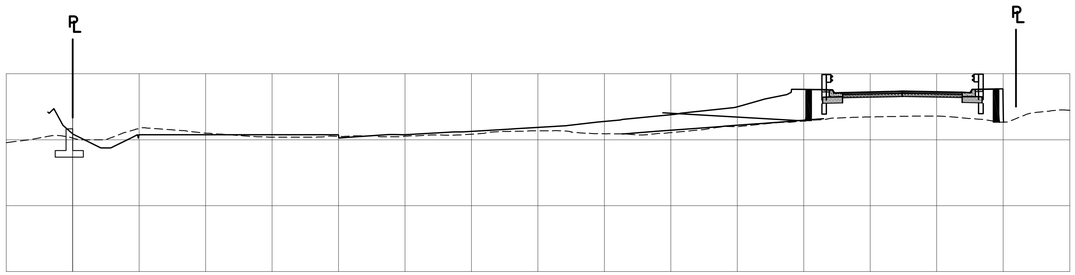
ENGINEER'S SEAL

DATE

REVISIONS

WEST

EAST



6+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		

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

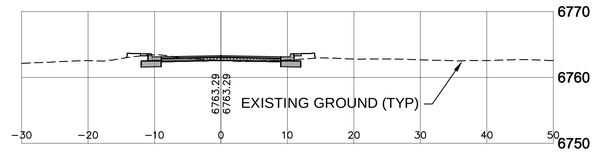
SITE CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-6

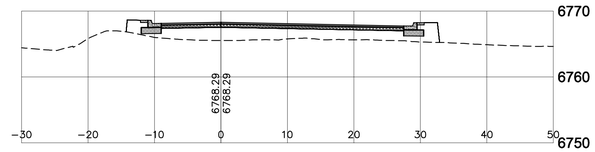
ENGINEER'S SEAL

DATE

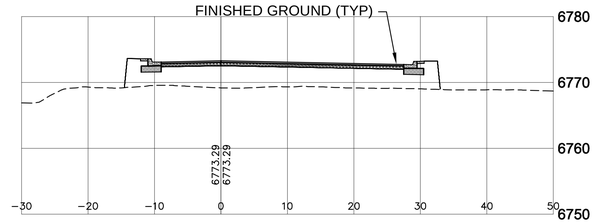
REVISIONS



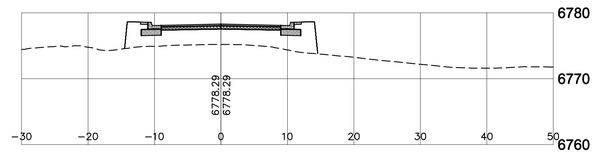
2+00



1+50



1+00



0+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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

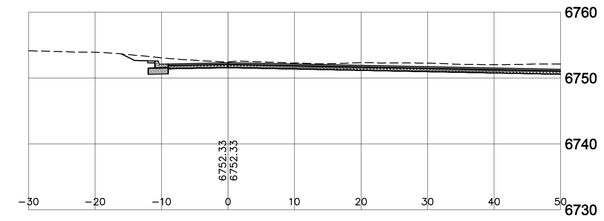
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-7

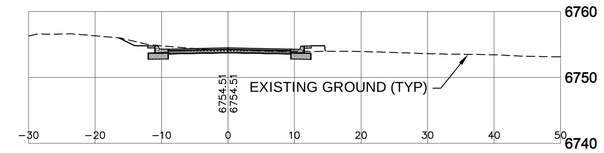
ENGINEER'S SEAL

DATE

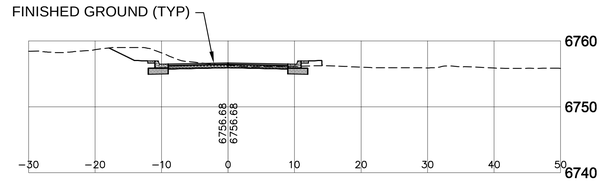
REVISIONS



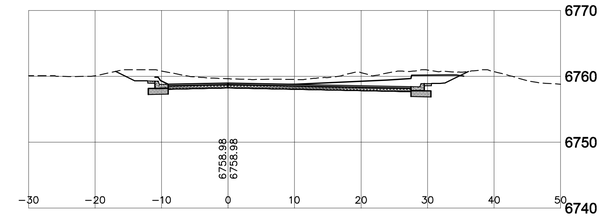
4+00



3+50



3+00



2+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		

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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

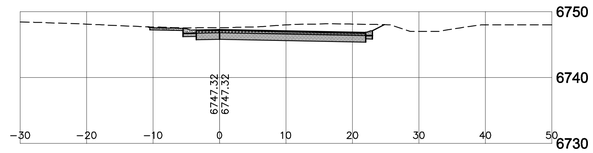
ROADWAY CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-8

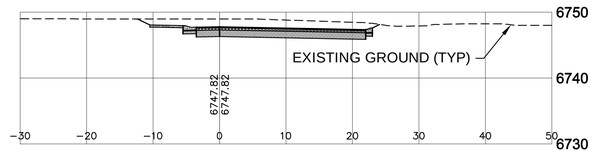
ENGINEER'S SEAL

DATE

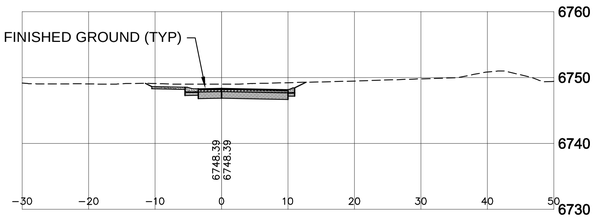
REVISIONS



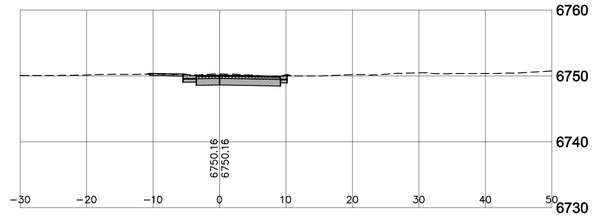
6+00



5+50



5+00



4+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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REZONING AND DEVELOPMENT PLAN
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LOS CANALES
SANTA FE, NEW MEXICO

ROADWAY CROSS SECTIONS

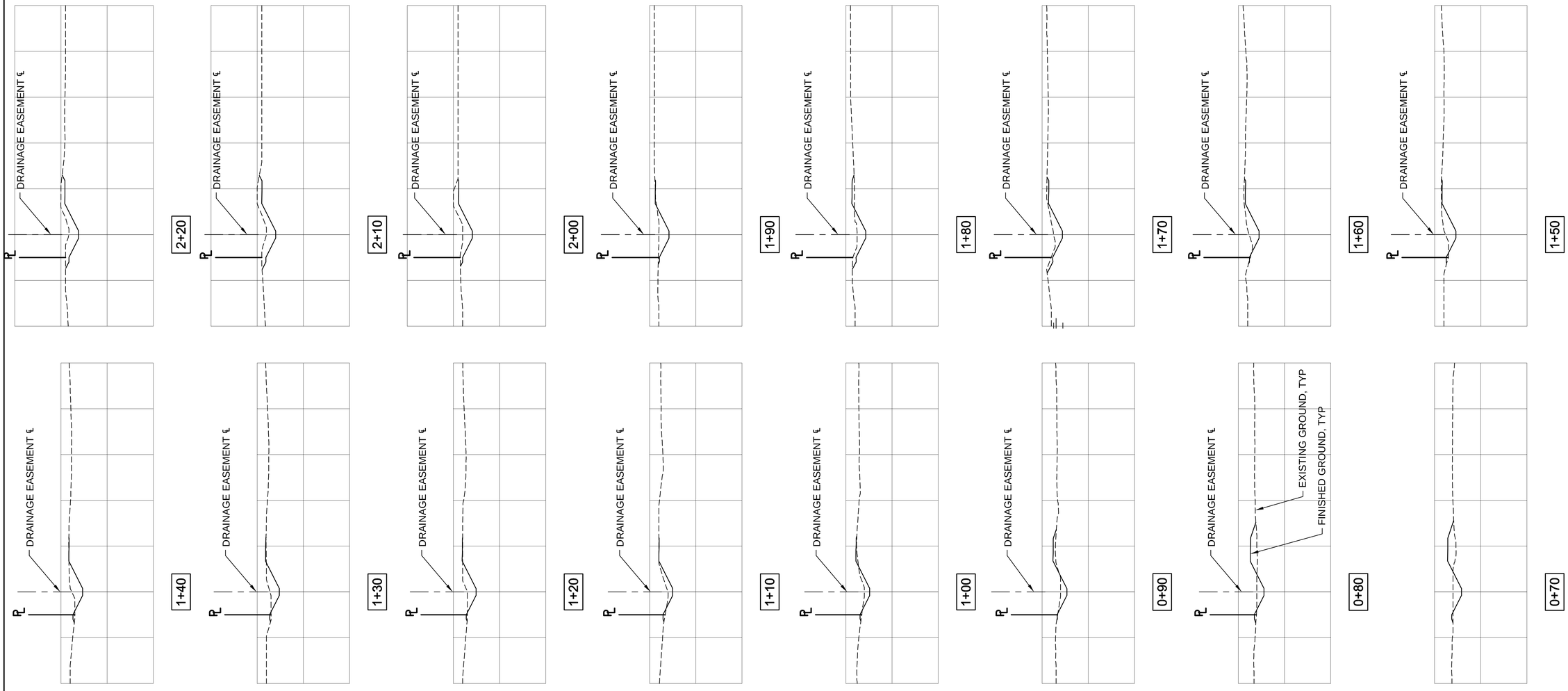
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-9

ENGINEER'S SEAL

DATE

REVISIONS

EXHIBIT B



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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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL CROSS SECTIONS

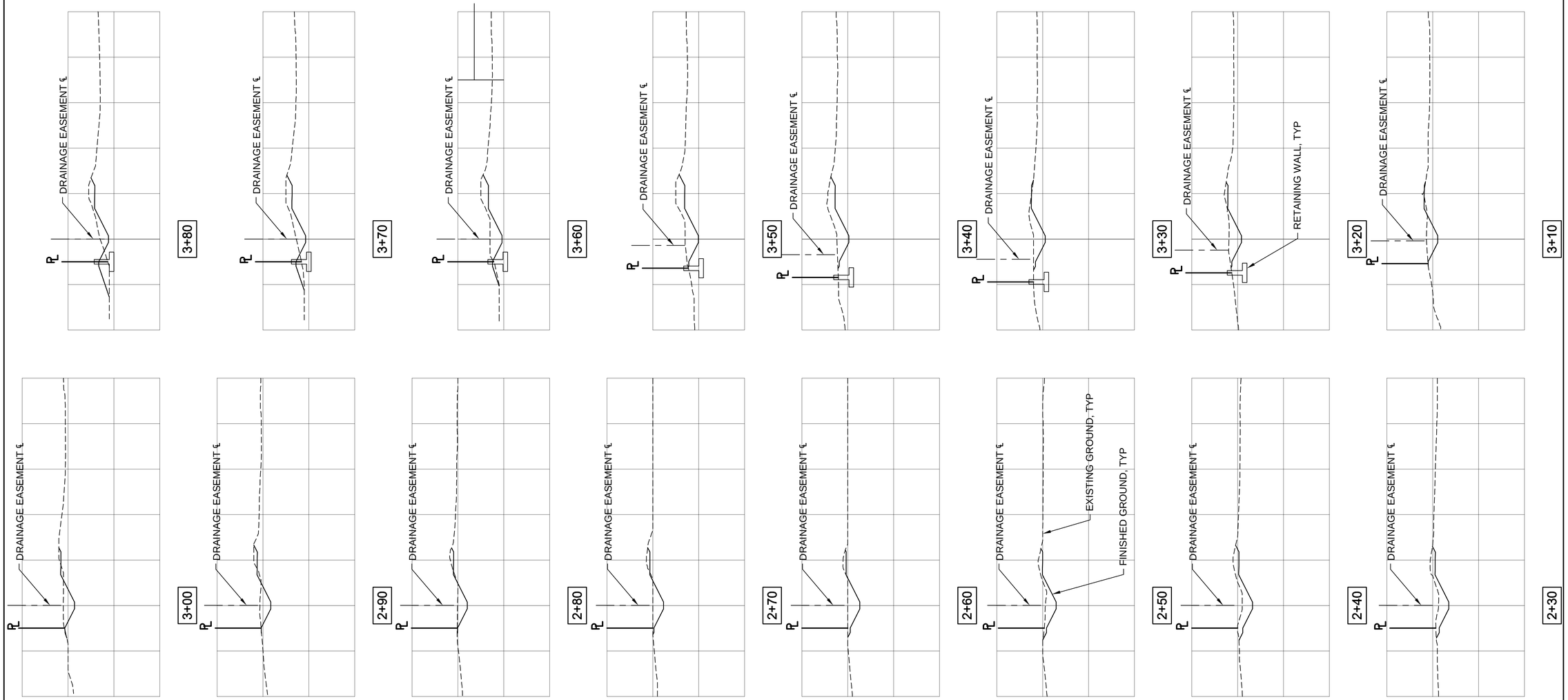
DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-10

ENGINEERS SEAL

DATE

REVISIONS

EXHIBIT B



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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REZONING AND DEVELOPMENT PLAN
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SANTA FE, NEW MEXICO

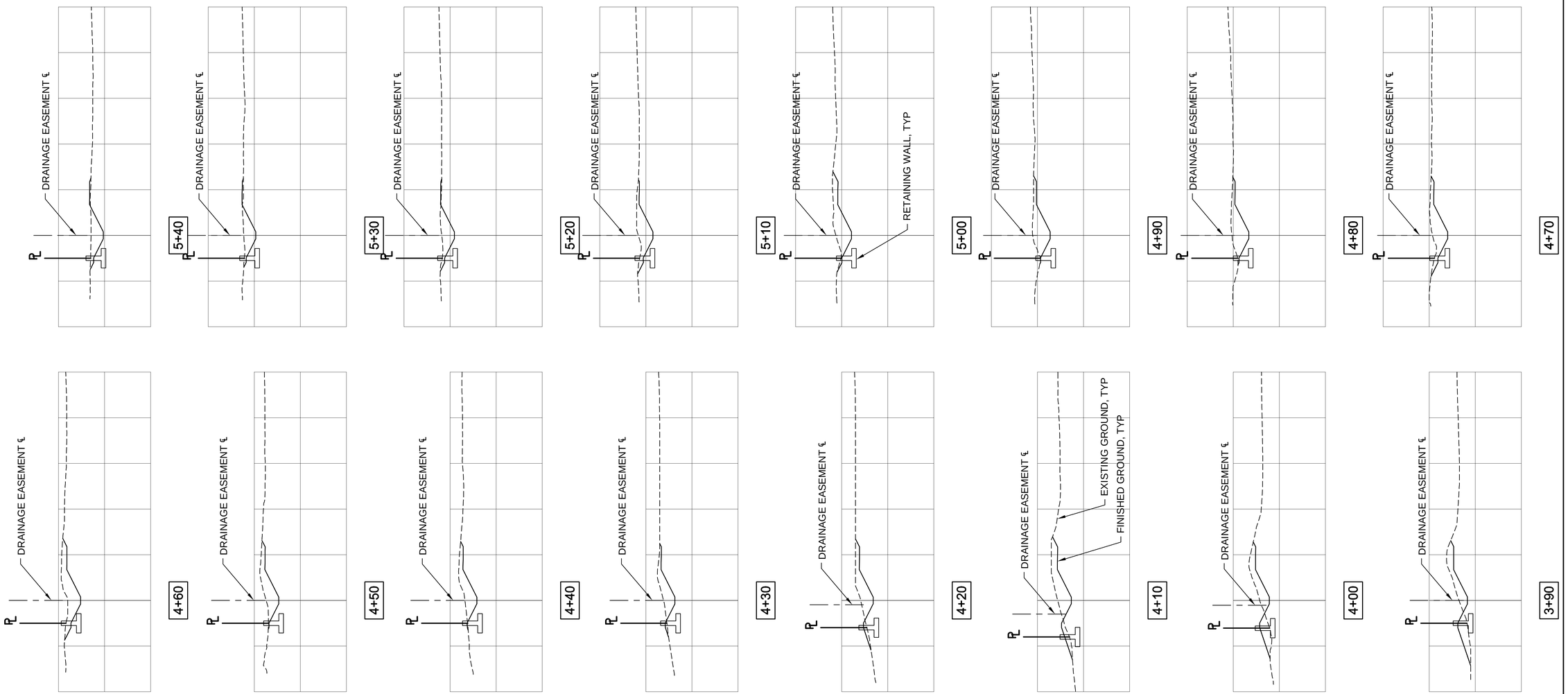
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-11

ENGINEERS SEAL

DATE

REVISIONS



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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SANTA FE, NEW MEXICO

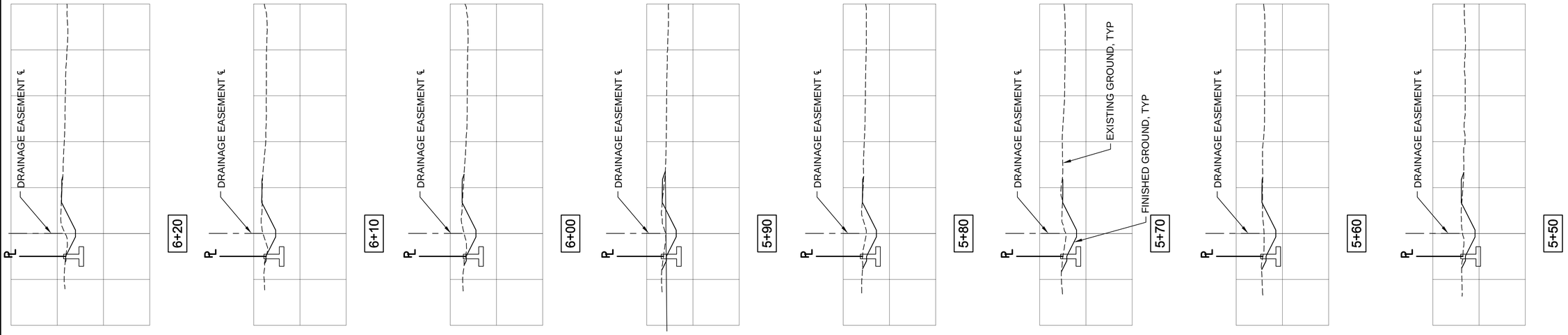
CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-12

ENGINEERS SEAL

DATE

REVISIONS



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

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

CHANNEL CROSS SECTIONS

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 10'	15-13

ENGINEER'S SEAL

DATE

REVISIONS

STORM WATER POLLUTION PREVENTION PLAN
2190 WEST ALAMEDA STREET
SANTA FE, NEW MEXICO

1. SITE AND PROJECT DESCRIPTION

The project site is currently developed with several residential units. The site is bordered by West Alameda Street to the north, The Santa Fe River to the South, a partially developed residential tract to the West, and a fully developed residential subdivision to the East.

1.1 Owner Operator:
Homewise, Inc.
1301 Siler Road, Bldg D
Santa Fe, NM 87507

Construction Operator (Separate NPDES Permit needed).

_____

_____

_____

_____

Telephone: _____

Fax: _____

1.2 Location of the site:

The site is located in Township 17 North, Range 9 East, Section 27, in Santa Fe, New Mexico.

The latitude and longitude are as follows:

Latitude: 35˚40'32" N
Longitude: 105˚58'54" W

1.3 The total area of the site:

2.01 ± acres

1.4 The area of the site that is expected to be disturbed:

2.01 ± 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 1-1.

1.7.2 Drainage patterns:

Grading and Drainage Plans, 8 series.

1.7.3 Approximate slopes after major grading.

Permanent Erosion Control Plan, 16-3.

1.7.4 Outline area of disturbance:

Permanent Erosion Control Plan, sheet 16-3.

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 16-2.

1.7.7 Areas where stabilization practices are expected to occur.

Permanent Erosion Control Plan, sheet 16-3.

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.

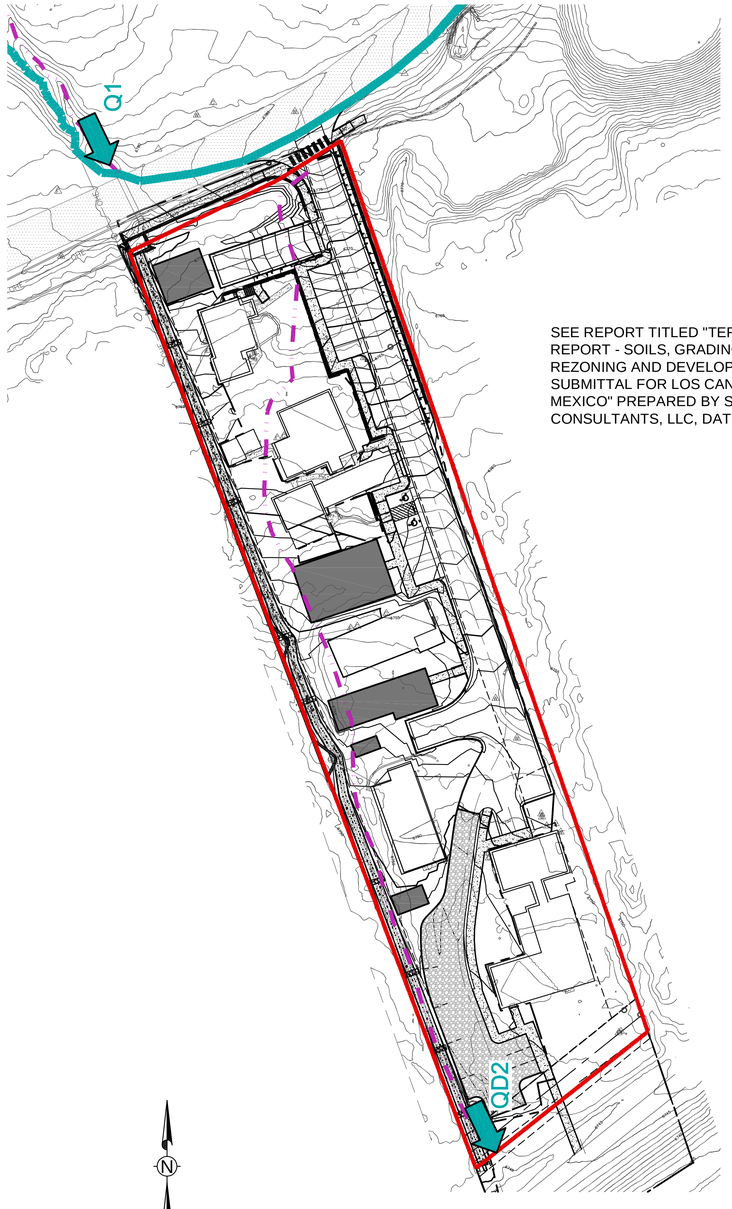
2.7 Plan Amendment:

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.

CASE # _____



SEE REPORT TITLED "TERRAIN MANAGEMENT REPORT - SOILS, GRADING, AND DRAINAGE FOR REZONING AND DEVELOPMENT PLAN SUBMITTAL FOR LOS CANALES, SANTA FE, NEW MEXICO" PREPARED BY SANTA FE ENGINEERING CONSULTANTS, LLC, DATED SEPEMBER 2021

N

0 20 40 80
SCALE: 1" = 40'

DEVELOPED CONDITIONS DRAINAGE MAP
SCALE: 1" = 40', CONTOUR INTERVAL = 1'

ENGINEER'S SEAL

DATE

REVISIONS

CITY REVIEW		
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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

STORM WATER POLLUTION PREVENTION PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 200'	16-1

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

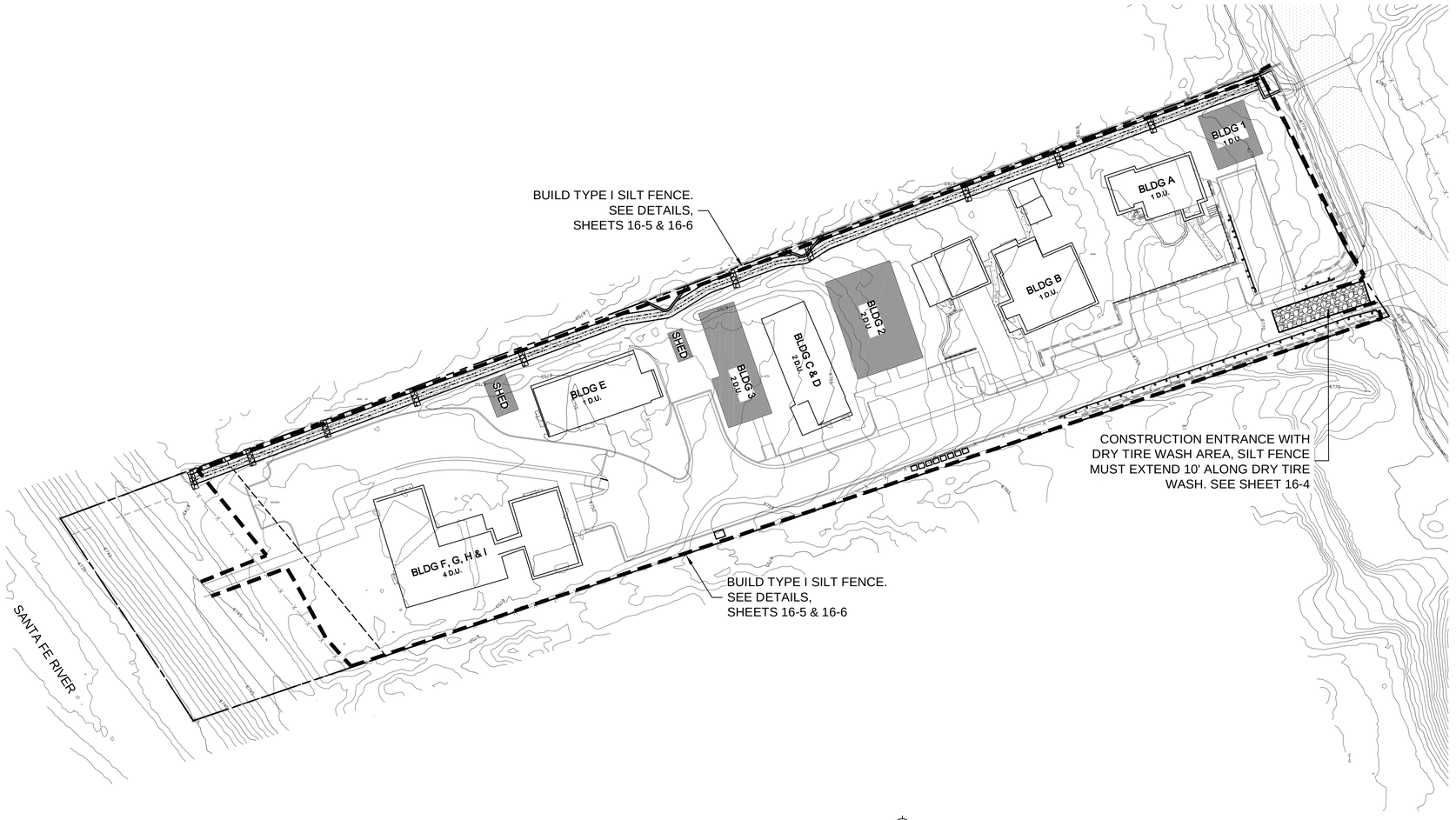
1. DISTURBED AREAS, STABILIZATION AND STRUCTURAL CONTROL MEASURES SHALL BE INSPECTED AS REQUIRED AND AT LEAST ONCE EVERY TWO WEEKS, AND WITHIN 24 HOURS OR THE NEXT WORKING DAY OF THE END OF A STORM EVENT. IF A PORTION OF THE SITE HAS BEEN FINALLY OR TEMPORARILY STABILIZED, AND RUNOFF IS UNLIKELY DUE 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

AS DIRECTED BY CITY STAFF
TYPE I SILT FENCE TO BE UTILIZED.
SEE SHEETS 16-5 & 16-6 FOR DETAILS



TEMPORARY EROSION CONTROL PLAN
SCALE: 1" = 30'

0 15 30 60
SCALE: 1" = 30'

ENGINEERS SEAL

DATE

REVISIONS

CITY REVIEW		
DEPARTMENT	SIGN-OFF	DATE
WASTEWATER MANAGEMENT DIV.	SIGNATURE ON FILE	
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FIRE		
LANDSCAPE		
SUBDIVISION ENGINEER		

CASE # _____

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REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

TEMPORARY EROSION CONTROL PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	16-2

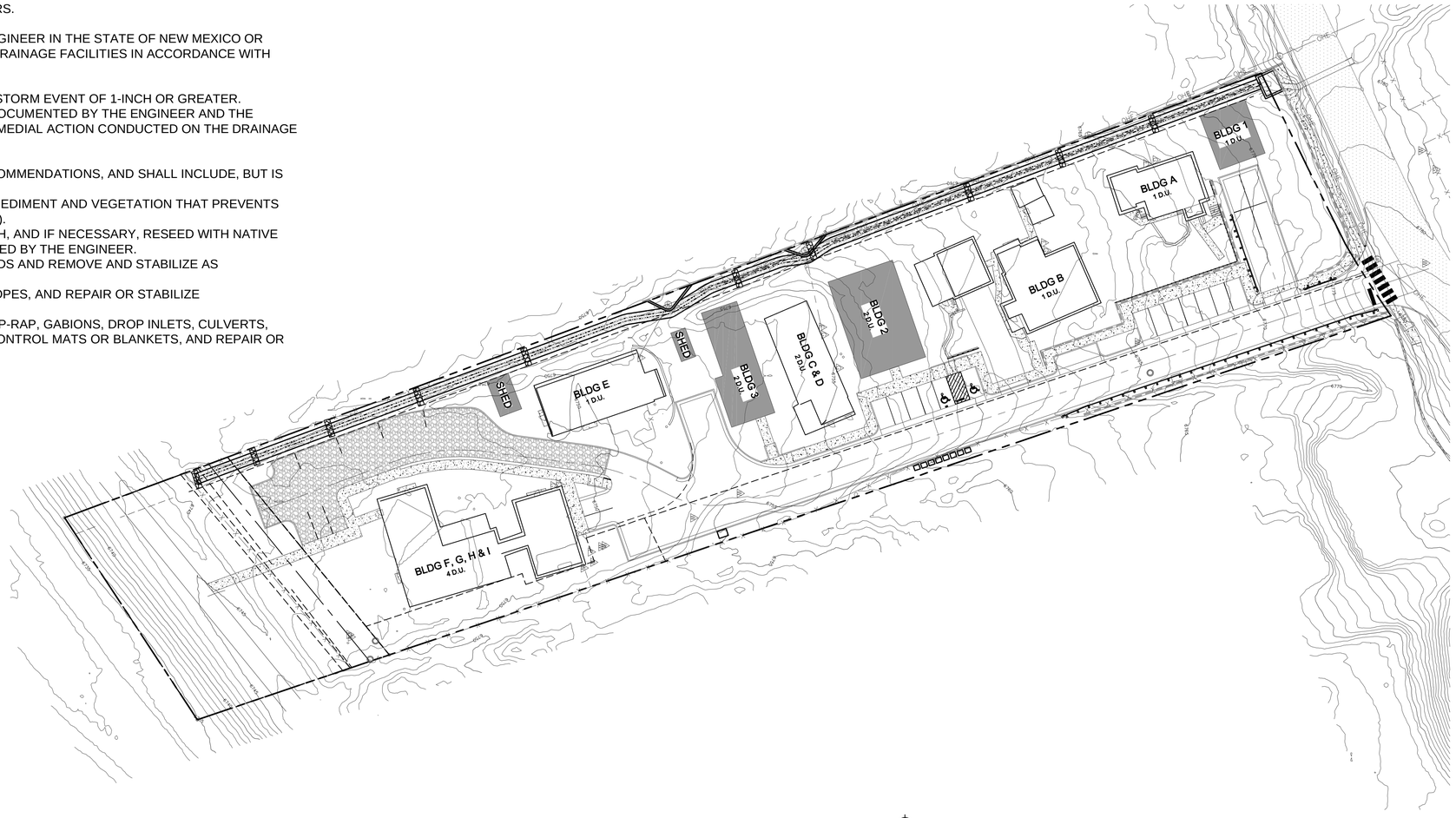
DRAINAGE FACILITIES MAINTENANCE NOTE

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.



PERMANENT EROSION CONTROL PLAN
SCALE: 1" = 30'

N

0 15 30 60
SCALE: 1" = 30'

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 16-4.
2. THE STAFF GAUGE SHALL BE CLEANED DURING SPRING AND FALL MAINTENANCE TO REMOVE ANY ACCUMULATION ON THE GAUGE.

CASE # _____

CITY REVIEW		
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ENGINEER'S SEAL | DATE | REVISIONS

REZONING AND DEVELOPMENT PLAN
SUBMITTAL FOR
LOS CANALES
SANTA FE, NEW MEXICO

PERMANENT EROSION CONTROL PLAN

DATE:	SCALE:	SHEET:
SEPTEMBER 2021	1" = 30'	16-3

EXHIBIT B

GURULE, GERALDINE A.

From: LOGSTON, LEE R.
Sent: Monday, November 1, 2021 10:29 AM
To: GURULE, GERALDINE A.
Subject: FW: Email for November 4th Meeting

From: Richard R <remainsmon@hotmail.com>
Sent: Monday, November 1, 2021 8:53 AM
To: LOGSTON, LEE R. <lrlogston@santafenm.gov>
Subject: Email for November 4th Meeting

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.

Greetings Lee.
Just wanted to introduce myself to the Planning Commission and everyone involved, and put in writing my concerns about the proposed site plan, and how it will affect my living situation. Firstly, I am serious about purchasing my unit, and have been engaging in the pre-sale process with Homewise advisor Anda Enache. I am 71 years old, have been tenant here for 20 years, and have always loved living here. I welcome the opportunity to purchase this place that I love, and hopefully I can do it. it suits my life perfectly and I feel very connected to it. The site plan, as proposed will place two 2 story units on the north and south sides of me, with 10 foot setbacks. Let me first point out that I have only two windows in my unit (not counting a small bathroom window), a south facing and a north, about 6 feet in length. The proposed buildings will significantly affect the sunlight that gets to my unit, and, in doing so, also effect a major source of heat in the winter. I have a front yard, which extends about 18 feet to the south of my unit. Given the proposed setbacks, this will be shortened, as well as deprived of sunlight. I have expressed my concerns to people working with Homewise. Most recently, I had a good talk with Lee Logston, who helped me greatly to understand the ins and outs of rezoning. I also talked with Jennifer Jenkins, at his recommendation, to express my concerns, and to understand more completely the legal rules affecting setback distances. The talk went well, she was very receptive, and indicated a willingness to engage in a dialog, that might make me feel more comfortable with the changes going forward. Thanks for listening and regards, Richard

P.S. Lee, would you mind shooting me back an email, just acknowledging that you received this. Thanks

EXHIBIT B

GURULE, GERALDINE A.

From: LOGSTON, LEE R.
Sent: Monday, November 1, 2021 5:04 PM
To: GURULE, GERALDINE A.
Subject: FW: Nov. 4th Planning Commission Public Hearing

From: Jeanne DiLoreto <jeanne.diloreto@gmail.com>
Sent: Monday, November 1, 2021 3:33 PM
To: LOGSTON, LEE R. <lrlogston@santafenm.gov>
Subject: Nov. 4th Planning Commission Public Hearing

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Lee Logston,
Regarding the Los Canales Development at 2190 West Alameda, I am concerned that any construction does not violate the Solar Rights I have for my property at 149 Calle Don Jose, Santa Fe, 87501.
Although any violation of my Solar Rights may be unlikely, the developers should be aware of my Solar Rights, granted under the NM Solar Rights Act. These are the details:
- Boundary Survey with Cross Sections for Solar Rights for Jeanne DiLoreto, of Lot 9, Block 1, Rio Vista Subdivision
- County of Santa Fe, NM Instrument # 1784978 filed on January 26, 2016 and duly recorded in Plat Book 798 page 33; witnessed and notarized by the Santa Fe County Clerk
I also remain concerned about violation of the requirements for the River Trail Lofts development at 2180 West Alameda including but not limited to public pedestrian access to the River Trail and dedication to the city of the public sidewalk along West Alameda. The Planning Commission should be aware that these violations are done unilaterally and with impunity by the developer and the HOA, with no enforcement from city authorities. Pedestrians do use the sidewalk along this side of West Alameda, there is no sidewalk on the other side of the street.
Hopefully the requirements for Los Canales will be followed.
Otherwise, I fully support the Los Canales development especially including the 3 of the 14 units to be affordable. Although it appears to be changing, historically Santa Fe residents were not economically segregated, a legacy that makes our city unique and something we should continue and preserve.
Jeanne DiLoreto
149 Calle Don Jose
Santa Fe, NM 87501

EXHIBIT B

Item #21-0621

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4245
2190 W. Alameda Street; Los Canales Final Development Plan

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests approval of a final development plan for fourteen residential units (Project). The Property is zoned R-5 (Residential- five dwelling units per acre).

In related Case #2021-4244, the Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre) for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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 §1 4-3.1(F)(2)(a)(iv)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 § 14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the final development plan Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval by the Governing Body of the final development plan, subject to Conditions and the technical corrections set forth in the Staff Report and exhibits.

Development Plan

7. Pursuant to SFCC 1987 Section 14-2.3(C)(1) and Section 14-3.8(B)(2), the Commission has the authority to review and make recommendations to the Governing Body regarding development plans required for rezonings.
8. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4244, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
9. Under SFCC 1987 Section 14-4.2(E)(2), a R-7 rezoning request requires consideration and approval by the Commission and the Governing Body of a development plan for the property.
10. In this case, the Applicant wishes to establish custom setbacks through the development plan to account for existing conditions.
11. SFCC 1987 Section 14-3.8 establishes certain procedures for development plan approval including, without limitation, a public hearing by the Commission and a recommendation to the Governing Body based on the criteria set out in SFCC 1987 Section 14-3.8(D).
12. SFCC 1987 Section 14-3.8(C)(1) requires the Applicant to submit plans and other documentation that demonstrates conformance with applicable provisions of the SFCC (Submittal Requirements).
13. The information contained in the Staff Report and exhibits is sufficient to establish that the Submittal Requirements have been met.
14. 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 recommending approval a development plan.
15. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(a), the Commission finds that it has the authority to review the development plan under SFCC 1987 Sections 14-2.3(C)(1), 14-3.8(B)(4), and Table 14-2.1-1.
16. SFCC 1987 Subsection 14-3.8(C)(2)(a) requires the Planning Commission to review and make a recommendation to the Governing Body regarding development plans required for rezonings
17. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(b), the Commission finds that the development plan will not adversely affect the public interest. The Governing Body has implemented the General Plan and ordinances to establish minimum standards for health, safety and welfare affecting land uses and developments as a means to protect the public interest. This project serves the public interest through the provision ofaffordable housing in a neighborhood-sensitive manner.
18. Pursuant to SFCC 1987 Section 14-3.8(D)(1)(c), the Commission finds that the use and any associated buildings are compatible with and adaptable to buildings, structures, and uses of the abutting property and other properties in the vicinity of the premises under consideration. The River Trail Lofts to the east is zoned R-7, and the property to the west is zoned R-5 as is much of the surrounding land. The project is located within the Rio Vista Area of the West Santa Fe River Corridor Overlay Zoning District, which recommends R-7 density.

19. Pursuant to SFCC 1987 Section 14-3.8(D)(2), the Commission "may specify conditions of approval that are necessary to accomplish the proper development of the area and to implement the policies of the general plan."
20. The Commission finds that the Conditions and technical corrections set forth in the Staff Report and exhibits are necessary to accomplish the proper development of the area and to implement the policies of the general plan.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Development Plan

2. The Commission has the authority to review and make recommendations to the Governing Body regarding development plans related to rezoning requests.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested final development plan, subject to the conditions and technical corrections recommended by staff, because all applicable code requirements and criteria for recommendation of approval of the proposed final development plan have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the final development plan for the Property, as requested in the Application for Case #2021-4245, subject to the Conditions and the technical corrections set forth in the Staff Report and exhibits. The final development plan shall expire three years after issuance of Governing Body approval per SFCC 1987 Section 14-3.19(B)(4) unless actual development of the site or off-site improvements has begun and is continued pursuant to SFCC Section 14-3.19(B)(6).

Brian Gutierrez, Chair

11-15-2021
Date

FILED:

Kristine Bustos-Mihelcic
City Clerk XIV

11/15/21
Date

APPROVED AS TO FORM:

Patricia Feghali
Patricia Feghali
Assistant City Attorney

11/5/21
Date

Item #21-0622

City of Santa Fe
Planning Commission
Findings of Fact and Conclusions of Law

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

Owner's/Applicant's Name- Homewise, Inc.
Agent's Name- JenkinsGavin, Inc.

THIS MATTER came before the Planning Commission (Commission) for public hearing on November 4, 2021 (Hearing) upon the application (Application) of JenkinsGavin, Inc., as agent for Homewise, Inc. (Applicant).

The Application pertains to a property located at 2190 W. Alameda Street totaling approximately 2.0 acres (Property). The Applicant requests a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).

In related Case #2021-4245, the Applicant requests final development plan approval for fourteen residential units for a property located at 2190 W. Alameda Street.

After conducting a public hearing and having heard from staff and all interested persons, the Commission hereby FINDS, as follows:

FINDINGS OF FACT

General

1. 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)(iii)]; and (c) compliance with notice and public hearing requirements [SFCC 1987 §14-3.1(H)-(I)].
2. A pre-application conference was held on June 10, 2021 in accordance with SFCC 1987 Section 14-3.l(E)(1).
3. Pursuant to SFCC 1987 Section 14-3.1(H), notice of the ENN meeting was properly given.
4. Pursuant to SFCC 1987 Section 14-3.1(F), a virtual ENN meeting was held on the Application on July 22, 2021. The ENN meeting was attended the Project team and City staff. Five current residents attended, and Homewise staff has continued to meet with and residents to address questions and concerns over improving resident collaboration in the entitlement and development process, storm water management, driveway improvements and new parking areas, storage needs, timeline for construction, and ideas for minimizing impact to residents.
5. City staff reviewed the rezoning Application, and the related materials and information submitted by the Applicant, for conformity with applicable SFCC requirements and provided the Planning Commission with a written report of its findings (Staff Report), which evaluates the factors relevant to the Application.

6. Staff recommended that the Commission recommend approval of the rezoning to the Governing Body.

Rezoning

1. Pursuant to SFCC 1987 Section 14-2.3(C)(7)(c) and Section 14-3.5(B)(1), the Commission has the authority to review and make recommendations to the Governing Body regarding rezonings.
2. At the Hearing, the Commission considered the Application in this case concurrently with the application in Case #2021-4245, and the Commission received reports from staff, testimony and evidence from the Applicant, and testimony offered by any interested members of the public prior to making a decision.
3. Pursuant to SFCC 1987 Section 14-3.5(A)(1)(d), any person may submit a written request for rezoning, along with all submissions required by the SFCC 1987 Chapter 14 and any other information requested by the land use director as reasonably necessary to determine compliance with Chapter 14 (Submittal Requirements).
4. In this case, the Applicant seeks a rezoning from R-5 (Residential-five dwelling units per acre) to R-7 (Residential-seven dwelling units per acre).
5. SFCC 1987 Section 14-3.5(B) sets out procedures for rezoning and requires the Commission to hold a public hearing, review the Application, and make a recommendation to the Governing Body.
6. SFCC 1987 Section 14-3.5(C) sets out approval criteria and requires the Commission to make complete findings of fact sufficient to show that these criteria have been met before recommending a rezoning.
7. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(i), the Commission finds that the criterion is not applicable.
8. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(ii), the Commission finds that the criterion is not applicable.
9. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(a)(iii), the Commission finds that the rezoning will be more advantageous to the community, as articulated in the West Santa Fe River Corridor Plan, which recommends residential infill densities of R-5 to R-7, allowing for the efficient use of public infrastructure, increasing much-needed housing supply, and creating new affordable housing.
10. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(b), the Commission finds that all the rezoning requirements of Chapter 14 have been met.
11. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(c), the Commission finds that the proposed rezoning is consistent with the applicable policies of the general plan regarding affordable housing, sustainable growth, and community character, respecting the evolution of land use patterns while preserving community character. The Future Land Use Map designation for the parcel is 3-7 dwellings per acre, which supports the proposed R-7 zoning.
12. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(d), the Commission finds that the property is of sufficient size for rezoning and the proposed use for the land is consistent with city policies regarding the provision of urban land sufficient to meet the amount, rate and geographic location of the growth of the city. The Growth Management Chapter of the General Plan promotes infill development of this density.

13. Pursuant to SFCC 1987 Section 14-3.5(C)(1)(e), the Commission finds that the existing and proposed infrastructure can be modified to accommodate the impacts of the proposed development. The site is served by existing roadways, public water, and public sewer infrastructure. In addition, the site is adjacent to the Santa Fe River Greenway Trail, providing access to the City's network of urban trails and open space.
14. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(a), the Commission finds that the proposed zoning amendment will enable the construction the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage. It represents a minimal increase in density following traditional Santa Fe acequia development style
15. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(b), the Commission finds that at 2.0 acres, the proposed rezoning is over the two acre threshold, and is a zoning boundary adjustment.
16. Pursuant to SFCC 1987 Section 14-3.5(C)(2)(c), the Commission finds that the proposed rezoning will not benefit one or a few landowners at the expense of the surrounding landowners or the general public, in that the proposed project aligns well with numerous General Plan policies and principles, and is a model of the type of infill development that both the General Plan and the West Santa Fe River Corridor Plan specifically encourage.
17. Pursuant to SFCC 1987 Section 14-3.5(D)(1) & (2), the Commission finds that the proposed rezoning and density can be accommodated by the road and other infrastructure in the area.

CONCLUSIONS OF LAW

Under the circumstances and given the evidence and testimony submitted during the hearing, the Commission CONCLUDES as follows:

General

1. Pursuant to SFCC 1987 Section 14-3.1, all procedural requirements regarding the pre-application conference, ENN meeting, and notice of public hearing have been met.

Rezoning

1. The Applicant has the right under the SFCC to propose the rezoning of the Property.
2. The Commission has the power and authority at law and under the SFCC to review the proposed rezoning of the Property and to make recommendations regarding the proposed rezoning to the Governing Body.
3. The Applicant met the applicable Submittal Requirements.
4. The Commission should recommend approval of the requested rezoning because all applicable code requirements and criteria for recommendation of approval of the proposed rezoning have been met.

WHEREFORE, IT IS ORDERED ON THE 4th DAY OF NOVEMBER 2021 BY THE PLANNING COMMISSION OF THE CITY OF SANTA FE:

Considering the foregoing findings and conclusions, the Commission recommends that the Governing Body approve the rezoning, as requested in the Application for Case #2021-4244.

Brian Gutierrez, Chair

11-15-2021
Date

EXHIBIT B

Case #2021-4244
2190 W. Alameda Street; Los Canales Rezoning

FILED:

Kristine Bustos-Mihelcic
City Clerk XIV

11/15/21
Date

APPROVED AS TO FORM:

Patricia Feghali
Assistant City Attorney

11/5/21
Date

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PLANNING COMMISSION MINUTES
NOVEMBER 4, 2021

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MINUTES OF THE CITY OF SANTA FE PLANNING COMMISSION
Thursday, November 4, 2021 - 6:00 pm
VIRTUAL HEARING

CALL TO ORDER

Chair Gutierrez was having technical difficulties; therefore, Vice Chair Hogan began the meeting.

A regular meeting of the City of Santa Fe Planning Commission was called to order by Vice Chair Hogan 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 Pilar Faulkner
Commissioner Jessica Lawrence
Commissioner Dan Pava

Members Absent
Commissioner Lee Garcia
Commissioner Dominic Sategna
One vacancy

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 Faulkner led the pledge of allegiance.

Mr. Berke introduced the new Planning Commissioner, Dan Pava.

Commissioner Pava said he served on the Commission from 2013 to 2015 and is looking forward to joining the Commission. He is a retired from the Labs and an environmental planner who has worked in California and Oregon and for Albuquerque, Los Alamos and Rio Rancho. He has associations with the American Planning Association and is a Fellow of the American Institute of Certified Planners. He said this is a crucial time to work for the Planning Commission in Santa Fe and take part in the important decisions, not just case-by-case, but the direction of the city.

Vice Chair Hogan welcomed Commissioner Pava and was glad he joined them. He asked Chair Gutierrez to let him know when he is connected.

C. APPROVAL OF AGENDA

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the agenda as published.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner and Lawrence voting in favor, none voting against and Commissioner Pava abstaining.

D. APPROVAL OF MINUTES

1. October 21, 2021

MOTION: Commissioner Faulkner moved, seconded by Commissioner Lawrence to approve the minutes of September 21, 2021, as presented.

VOTE: The motion passed by majority roll call vote with Commissioners Clow, Faulkner and Lawrence voting in favor, none voting against and Commissioner Pava abstaining.

E. APPROVAL OF FINDINGS/CONCLUSIONS

None.

F. OLD BUSINESS

None.

G. NEW BUSINESS

1. **Case #2021-4240. Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Preliminary Subdivision.** Oralynn Guerrerortiz of Design Enginuity, LLC, Agent, representing The Housing Trust, Owner, requests approval of a Preliminary Subdivision Plat for 20 single-family lots. The applicant also

requests an innovative road design to allow the removal of the planting strip between defined parking spots and the back of curb. The property is zoned PRC (Planned Residential Community), is Tract 50A within Tierra Contenta Phase 2C, and is approximately 3.21 acres. (Donna Wynant, Case Manager).

2. **Case #2021-4241. Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Lot Line Adjustment.** Oralynn Guerrerortiz of Design Enginuity, LLC, Agent, representing The Housing Trust, Owner, requests approval of a lot line adjustment to modify tract boundaries to the Arroyo Oeste Phase 2 Preliminary Subdivision Plat to incorporate some steep slopes into the open space tract, and to create deeper lots to accommodate planned house designs. The property is zoned PRC (Planned Residential Community), is Tract 50A within Tierra Contenta Phase 2C, and is approximately 3.21 acres. (Donna Wynant, Case Manager).

EXECUTIVE SUMMARY

Arroyo Oeste is proposed for Tract 50A in Phase 2C of Tierra Contenta, near the western border of Tierra Contenta and near the intersection of Jaguar Drive and SR 599 and just north of Arroyo Oeste Phase 1, which was approved in 2019, and currently under construction. The project is located on 3.21+ acres and will include 20 residential lots developed in a single phase. Tract 50A is designated as a residential tract on the Tierra Contenta Master Plan under Phase 2C, with an allowable density of 6-9 units per acre. The current request is for a density of 6.23 units per acre. The Application includes a lot line adjustment and an innovative street design request.

STAFF RECOMMENDATION

The proposed preliminary subdivision is in compliance with the Tierra Contenta Master Plan and Phase 2C Design Guidelines and meets all development standards and approval criteria and does not create or increase any non-conformities with Chapter 14; therefore, staff recommends approval, with the conditions of approval listed in the staff report.

APPLICANT'S PRESENTATION

Oralynn Guerrerortiz, Design Enginuity, 1421 Luisa St., Suite E, was sworn. She showed the location and noted Phase 1 is under construction to the southwest. Another subdivision that is completely built is to the northeast. The project is on the far west side of the Tierra Contenta subdivision and 20 lots are proposed. The roads have 45 feet rights-of-way with public utilities and sidewalks and will use the innovative road design seen on Agua Fria and Phase 1. She doesn't like the City standards for parking and intends to provide a wider planter strip to make it easier for people to get out of their cars. The plan was reviewed with staff and by John Romero, and approved several times. The

drive lanes will remain at 10 and parking is at six feet, and there will be a consistent 45-foot right-of-way.

Ms. Guerrerortiz said the applicant has agreed to all staff's conditions.

PUBLIC HEARING

Vice Chair Hogan closed the public hearing seeing no one wanting to comment.

COMMISSION DISCUSSION

Commissioner Pava noted that looking at the renderings, streetscapes don't need to be provided and the setbacks are minimized. He asked for more description of how the setbacks would look and if there was a nearby frame of reference.

Ms. Guerrerortiz displayed the site plan. She pointed out the setbacks are the standard for zones R-1 through R6, 5 foot sides and 15 foot rear setbacks. She said she just noticed that the site plan had been mislabeled, but they did meet the City's standard for 7.5 feet for setback. There will be landscaping and street trees between the curb and gutter. Trees will be behind the sidewalks where the sidewalk is directly against parking spaces. There is no loss of trees or changes in setbacks, they are just making the sidewalk adjacent to the parking, which is considered innovative.

Commissioner Pava said he was interested in the appearance of the streetscape, but similar subdivisions will give him a good idea what can be done with this lot configuration.

Commissioner Faulkner said she liked the idea of removing the landscaping because if turned over to the City or residents, weeds will be a problem. She asked if they would look at the line adjustments.

Ms. Guerrerortiz said she could show all of it. She displayed a diagram showing the open space will be taken from existing open space. The changes requested are because the lot is unusually shaped. The net result is a gain of open space.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2 Preliminary Subdivision, Commissioner Lawrence moved to approve, subject to conditions of approval and technical corrections recommended by staff. Commissioner Faulkner seconded the motion.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2, Street Design, Commissioner Lawrence moved to approve as included in the plans. Commissioner Faulkner seconded the motion.

VOTE: The motions for the Preliminary Subdivision and Street Design passed by unanimous roll call vote with Commissioners Clow, Faulkner, Lawrence, Pava and Chair Gutierrez voting in favor, and none voting against.

MOTION: In Case #2021-4240, Tierra Contenta Tract 50A Arroyo Oeste Phase 2, Findings of Fact and Conclusions of Law, Commissioner Lawrence moved to approve as presented. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Lawrence, Pava and Chair Gutierrez voting in favor and none voting against.

Chair Gutierrez resumed the position of chair at this time.

3. **Case #2021-3976. 123 and 135 Grant Avenue Development Plan.** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request development plan approval to construct a 54,100 square foot structure for use as a museum. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). (**POSTPONED ON SEPTEMBER 2, 2021**)

4. **Case #2021-3977. 123 and 135 Grant Avenue Variance to Subsection 14-8.6(C)(2)(b).** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request variance to Subsection 14-8.6(C)(2)(b) to allow off site parking greater than 600 feet from the closest property line. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). (**POSTPONED ON SEPTEMBER 2, 2021**)

5. **Case #2021-3978. 123 and 135 Grant Avenue Variance to Exhibit A - Table 14-8.6-1.** Lorn Tryk Architects, Agent, for 123-135 Grant LLC (on behalf of the Georgia O'Keeffe Museum), Owner, request variance to Table 14-8.6-1 “Parking and Loading Requirements” to allow 93 parking spaces where 119 parking spaces are required. The properties are located at 123 Grant Avenue (consisting of approximately 1.2174 acres) and 135 Grant Avenue (consisting of approximately 0.7670 acres). The project site is zoned BCDMAR (Business Capitol District - Marcy Subdistrict) and within

the Historic Downtown Archeological District and Downtown and East Side Historic District. (Dan Esquibel, Case Manager). **(POSTPONED ON SEPTEMBER 2, 2021) (WITHDRAWN)**

EXECUTIVE SUMMARY

The subject site is comprised of five lots; 5 thru 9 of the "Fort Marcy Addition of the City of Santa Fe". Today Lots 5 ,6, and 7 total approximately 1.21 acres, and are addressed as 123 Grant Avenue (Area 1a), and lots 8 and 9 total approximately 0.76 acres and are addressed as 135 Grant Avenue (Area 1). There is no evidence to support these lots were consolidated with City review and approval. Consolidation plats shall be required for review and approval by the city prior to filing the Development Plan.

The Applicant is requesting to construct an 54,100 square foot structure for museum use. The structure will be a 38' 8" high single-story building with a partial basement caring a footprint on the ground of 38,595 square feet.

The Applicant is also requesting a variance to address parking needs:

1. Off-street Parking located within six hundred (600) feet of nearest property line of the parcel required by Subsection 14-8.6(C)(2)(b).

The Applicant has complied with 14-3.1(E) *"Pre-application,"* 14-3.1(H) "Notice Requirements" for Public Hearings, and 14-3.1(F) *"Early Neighborhood Notification*.

The City's Development Review Team ("DRT") reviewed this development application for compliance with applicable City Code sections (reference Exhibit C for DRT Comments).

STAFF RECOMMENDATION

Staff's analysis identified that the Application has satisfied Development Plan approval criteria according to §14-3.8(D) "Development Plan," and Variance Criteria according to §14-3.16(C) "Approval Criteria," subject to conditions of approval and technical correction listed in Exhibit A of the staff report.

Staff removed conditions 3 and 4 from their conditions of approval because an archaeological clearance will be provided by the City and the applicant is moving forward with the State Historic Preservation and federal government.

APPLICANT'S PRESENTATION

Jennifer Jenkins, 130 Grant Avenue, Suite 101, was sworn. She introduced Cody Hartley, Executive Director of the Georgia O'Keeffe Museum, Lorn Tryk, and the architects, landscape designers, engineering, and planning team and the owners.

Cody Hartley, 217 Johnson Street, was sworn. He said the museum will celebrate 25 years next summer and has been immensely popular and visitation exceeded expectation. The museum is often filled to capacity. The museum is among one of the most visited art museums in the country, but their gallery size is one of the smallest at 5,000 square feet. Their collections have also grown from 118 works of art, 94 by Georgia O'Keeffe, to more than 7000 objects. Storage is a struggle but most importantly they can no longer meet their obligations to the community. This will allow them to welcome school tours with a safe loading zone and expand educational community programming indoors and out. The project includes significant green space. The proposal allows them to serve the needs of the audiences as well as tourists with an approach to public engagement reflecting the values and needs of the community. They have called upon donors across the nation to fund the project and have received support from The National Endowment for Humanities. Their vision is to create a facility to meet the needs of the community and visitors that is worthy of New Mexico, Santa Fe and Georgia O'Keeffe.

Ms. Jenkins indicated since June 2020; people are able to get information on the project. Early Neighborhood Notification meetings were held, and they met with neighboring businesses, public schools and held public meetings throughout the City. No modifications are proposed to the Berger House, only to the landscaping. The property is in the Business Capitol District and Downtown Historic District and the preliminary design review was done with the Historic Districts Review Board with positive feedback.

Ms. Jenkins reviewed the existing conditions. The site is non-compliant with current design regulations. The building is three sided with the front door on Grant Avenue and an entrance also on the north side. This will make an open pedestrian connection between Grant Avenue and Sheridan Street and 45% will be dedicated to landscaped open space. Many of the gardens will evoke those of Georgia O'Keefe's home with natural native landscaping, and the existing lawn will be reduced. Stormwater will be collected; the sidewalks will be widened and the street trees on Grant Ave will be supplemented. The building design was inspired by traditional Northern New Mexico architecture and the O'Keeffe home in Abiquiu. Both sites total just under 2 acres together and the Museum is just over 55,000 square feet, about 60% lot coverage. The maximum allowable height is 34' 8" inches, and this is 33' 8". There is a partial basement for curation and preservation of the collection. The current building and streetscape were shown with the parking and then a view of the proposed design once completed.

Ms. Jenkins addressed traffic and the parking analysis, noting that none of the downtown museums provide parking. The analysis shows a parking demand of 24 spaces, but 92 spaces will be provided in two off-site parking lots. The ITE (Institute for Transportation Engineers) national standards for conducting traffic analyses and parking had no local data. The ITE used similar data from other states to predict the parking demand which shows an estimate on weekdays at 48 spaces at peak hours and 50 spaces for weekends. Off-site parking is required by Code to be within 600 linear feet, and is why there is a request for variance. The Chapelle lot is just over 816 feet and will provide 100% of the required parking. They will have a second parking area with 67 spaces on San Francisco Street.

PUBLIC HEARING

Chair Gutierrez closed the public hearing seeing no one wanting to comment.

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COMMISSION DISCUSSION

Vice Chair Hogan was surprised there was not more public input. He congratulated Mr. Hartley for a great job. He said he loved the connections over to Sheridan. He thought they could create a natural pedestrian connection in the alleyway since it is almost a continuation of Johnson Street.

Ms. Jenkins said the alley is narrow and a public right-of-way. They felt it would be conflictive to put pedestrians where trucks would unload. Also, others utilize the alley, so it isn't a good fit.

Vice Chair Hogan thanked her for the explanation. He confirmed that the gardens were open to the public but would be closed at night.

Commissioner Pava said this is a huge improvement. He asked if the large cottonwood in front of 135 Grant, is susceptible to damage during to construction.

Ms. Jenkins explained they are taking great pains during construction to protect the trees. The work will be limited to landscape improvements and fencing, and a big effort is around preservation of the existing landscaping.

Commissioner Pava asked the species of the street trees on Grant and Sheridan, noting respectfully that the landscape architects are from Connecticut.

Ms. Jenkins said the landscape design focuses on native vegetation of New Mexico, waterwise and drought tolerant. Everything is to authentically honor Georgia O'Keeffe's life, work, and her home in Abiquiu.

Mr. Hartley added that the lead landscape architect grew up in the Galisteo Basin and has local appreciation and understanding.

Commissioner Pava asked if they had collaborated with the Santa Fe Botanical Gardens.

Mr. Hartley said the Gardens have advised them on plant selection.

Commissioner Pava said the variance and reason is compelling for the parking but there are two major garages, Sandoval and the Convention Center Garage with over 900 spaces. He has never seen them full. He asked if that was considered because the San Francisco Street lot has great development potential. Also, he thought Guadalupe dangerous because of the traffic and speed.

Ms. Jenkins explained both City parking lots as well as the surrounding lots, were pursued. They were told there are no long-term leases available.

Lorn Tryk , 436 W. San Francisco St., was sworn. He said he takes the pathway from West San Francisco to downtown all the time. It is safe and has a signalized intersection with crosswalks. He found the path very usable. He agreed they had pursued a closer option but did not find one.

Commissioner Pava said he still thinks it is an issue but it is the reason there is a variance. He said for the record, the staff report explains that every option had been pursued.

Commissioner Faulkner commended them on a really nice project. She said she likes what was designed for the outdoor space.

MOTION: In Case #2021-3976, 123 and 135 Grant Avenue Development Plan, Vice Chair Hogan moved to approve subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

Ms. Jenkins asked to confirm that the deleted conditions were reflected in the record.

Mr. Esquibel said they were included in the record.

Chair Gutierrez asked how the parking lots will be policed and if the lots will only be used for the museum gallery.

Ms. Jenkins said both lots are for exclusive use by the museum and there will be proper signage and the standard enforcement. Also, they will have a barcode on the ticket to open the gate among other great mechanisms, to ensure the parking is designated for the museum.

Chair Gutierrez asked the location of the bus stop where students will be dropped off and picked up.

Ms. Jenkins showed the area on Grant Avenue.

Chair Gutierrez confirmed it is equivalent to a loading zone.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-3977, 123 and 135 Grant Avenue Variance to Subsection 14-8.6(C)(2)(b), Vice Chair Hogan moved to approve. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Hogan moved to approve the Findings of Fact and Conclusions of Law in Case #2021-3976 and Case #2021-3977 as shown in Exhibit B. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

6. **Case #2021-4242. 220 Otero Street Final Development Plan.** Architectural Alliance, Inc., Agent, for Otero Partners, LLC, Owner, requests approval of a final development plan for an addition and remodel for a proposed hotel at 220 Otero Street comprising 38,567 square feet. The property is zoned BCDMAR (Business-Capitol District, Marcy Sub-District) and BCD EAS (Business-Capitol District, East Marcy/East Palace Sub-District), is within the Downtown and Eastside Historic District, and is approximately 1.11 acres. (Lee Logston, Case Manager.

7. **Case #2021-4243. 220 Otero Street Open Space Variance.** Architectural Alliance, Inc., Agent, for Otero Partners, LLC, Owner, requests approval of a variance to the Business-Capitol District, East Marcy/East Palace Sub-District front yard open space requirement in Table 14-7.4. The property is zoned BCDMAR (Business-Capitol District, Marcy Sub-District) and BCD EAS (Business-Capitol District, East Marcy/East Palace Sub-District), is within the Downtown and Eastside Historic District, and is approximately 1.11 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The Applicant seeks to redevelop a mid-block site at 220 Otero Street into a 38,567 square foot hotel. The proposal includes remodeling the McKee office building, constructing a two-story addition to the Annex building, and adding a small casita in the southern portion of the site. A preliminary development plan is required pursuant to SFCC Subsection 14-3.8(B)(a) for more than 30,000 square feet of development in any zone of the City.

The subject property lies within two Business Capitol District (BCD) sub-districts. The west side of the property is within the Marcy sub-district, and the east side is within the East Marcy/East Palace sub-district. The Applicant seeks a variance to the front yard

open space requirement in SFCC Table 14-7.4(A)-1, Table of Dimensional Requirements for Business-Capitol District. The Applicant proposes to provide this open space in an existing courtyard in the front of the property that is set back from the street. The variance is necessary to develop the property as proposed. The development plan will establish development standards.

STAFF RECOMMENDATION

Staff recommended approval of the final development plan (Case #2021-4242), subject to conditions of approval and technical corrections outlined in the report, and Governing Body approval of the rezoning request. Staff recommends approval of the variance (Case #2021-4243).

APPLICANT'S PRESENTATION

Eric Enfield, 612 Old Santa Fe Trail, was sworn. He provided a brief history of the site. The proposal is to confirm the Annex in the main office building. He pointed out the current parking and fire access. The landscaping is the entrance to their property and a variance requested to do the open space and front yard in a different area, fronting on Otero Street.

He reviewed the site where they will add a casita and portal. The historic entry to the property has been maintained along with the access to the property. There is no car access from Washington Street. The second floor has about 60,000 square feet. There are no lot coverage restrictions and all setbacks for the subdistricts are met and final approval was received from the Historic Districts Review Board (HDRB).

Mr. Enfield said the infrastructure is in place. He said they agree with the staff report, but he wanted to address a few issues. A variance is required to put open space in the front yard but not along the property line, with the E. Marcy subdistrict. They meet the open space requirement for the project, but the current front yard of the office building is not along the property line. The proposal will keep it where it has been since the 1950s.

Irrigation plans will be provided, and they will do cisterns and they will maintain the three large pine trees in the northwest corner of the main building. The proposed water budget for estimated hotel use is about 605,437 gallons annually. The applicant will have to make up the difference based on the previous water bills. He will provide the difference of 318,688 gallons per year. The net water offset is required in the form of an option of water rights or retrofits.

They will meet all ADA requirements and provide the proper amount of bike racks, which is not shown on the site plan. Parking will be on site as well as off-site lease agreement with the adjacent neighbor who owns Marcy Plaza Parking. A total of 31 spaces is required and they provide 15 spaces, and the balance is the adjacent parking structure. Per Land Use Code they have provided a trip generation showing existing offices generate 17 cars in peak a.m. hours and 16 cars at peak p.m. hours. The proposal

generates only 12 cars in peak morning hours and 12 at peak p.m. A traffic study was not required. They will provide all code requirements for fire sprinklers and the fire department, and all utility infrastructure is in place. The site was approved by the Archaeological Committee, which is in the packet.

Mr. Enfield introduced Hunter Redman who would describe the character of the building and answer questions.

Hunter Redman, 612 old Santa Fe Trail, was sworn. She started working on the project 15 years ago with the previous owner. The main building was developed in the 1950s in a contemporary Territorial style. The additions were designed to complement, without upstaging, the existing historic building to honor the building's history. The materials are compatible with the existing building and complements the adjacent two buildings. She said she is looking forward to this being part of the downtown community.

PUBLIC HEARING

Chair Gutierrez closed the public hearing seeing no one to comment.

COMMISSION DISCUSSION

Commissioner Pava asked for additional description of the connection between the Marcy Garage and the site; if there will be a ramp or a dedicated passageway.

Mr. Enfield said the site plan indicates stairs and they will tie into that to bring you down to the parking structure. Parking will probably be on the lower level that serves the Marcy Plaza building. They hope to provide pedestrian access to the site from the courtyard behind that, but another option is valet parking.

Mr. Pava thanked him for the clarification. He said he had a hard time visualizing how to get from the garage to the site.

Mr. Enfield added the applicant has to prove that all of the required parking is not already taken by the two Marcy Plaza buildings.

Vice Chair Hogan thought the variance a reasonable solution that would not compromise the character of the block. The landscaping gives the building room to breathe and is a valuable solution. He was also glad to see they will maintain the historical walkway entrance off Washington Street. He asked what functions would go into the existing building.

Mr. Enfield said hotel rooms and a lobby for the hotel which will be where the existing office building is, with the dual entrances.

Ms. Redman added the existing entrances will be maintained in the reception area. The first floor will have rooms and the bottom floor a small fitness facility and secondary

housekeeping/staff space. There is also a small addition to the south that is attached to the building, but not publicly visible.

Vice Chair Hogan said from a design standpoint scrutiny, if the H-Board was happy, he is happy.

Mr. Enfield said they are proud of the massing of the building and the pedestrian access from Otero and Washington. The building will look like it did when it was built in 1950, with minor modifications.

MOTION: In Case #2021-4243, 220 Otero Street Open Space Variance, Vice Chair Hogan moved to approve. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4242, 220 Otero Street Final Development Plan, Vice Chair Hogan moved to approve subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Vice Chair Hogan moved to approve the Findings of Fact and Conclusions of Law in Case #2021-4242 in Exhibit A1 and Case #2021-4243 in Exhibit A2. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

8. **Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning.** JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a rezoning from R-5 (Residential – five dwelling units per acre) to R-7 (Residential – seven dwelling units per acre) for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager).

9. **Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan.** JenkinsGavin, Inc., Agent, for Homewise, Owner, requests approval of a final development plan for fourteen residential units

for a property located at 2190 West Alameda Street. The property is located within the West Santa Fe River Corridor Overlay District, and is approximately 2.01 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The subject property currently consists of nine dwelling units on two acres. There are three detached homes, a duplex, and a four-plex, in addition to a variety of sheds and other accessory structures. The Applicant is requesting a rezoning from R-5 (Residential- five dwelling units per acre) to R-7 (Residential- seven dwelling units per acre), which requires the concurrent submittal of a development plan. The development plan proposes the construction of two new buildings to house five new dwellings, for a total of fourteen dwelling units. Planned site improvements include driveway improvements, creation of formal parking spaces, construction of sidewalks and a pedestrian connection to the Santa Fe River Greenway Trail, and drainage upgrades. Three of the existing homes (20%) will be renovated and sold as affordable units in compliance with the Santa Fe Homes Program (SFHP) requirements. A private grant will allow the Applicant to achieve affordability of up to 50% of the homes within the development.

The R-7 rezoning is necessary to develop the property at the proposed density, and the development plan is triggered by the rezoning request per SFCC Subsection 14-4.2(E)(2). The development plan seeks to establish custom setbacks as allowed in the R-7 zone per SFCC Table 14-7.2-1, Table of Dimensional Standards for Residential Districts.

STAFF RECOMMENDATION

The Commission should RECOMMEND APPROVAL BY THE GOVERNING BODY of the rezoning to R-7 (Case #2021-4244).

The Commission should RECOMMEND APPROVAL BY THE GOVERNING BODY of the final development plan (Case #2021-4245), subject to conditions of approval and technical corrections outlined in this report, and subject to Governing Body approval of the rezoning request.

A recommendation for denial of the rezoning request would render the proposed final development plan infeasible, in which case a recommendation for denial of the final development plan would be appropriate.

APPLICANT'S PRESENTATION

Jennifer Jenkins, previously sworn, said she represented Homewise. She introduced Jamie Jaramillo and Daniel Slavin from Homewise and the remaining team. The property is about 2 acres and the Santa Fe River runs through the southern boundary. The existing compound is nine dwelling units. Homewise requests rezoning from R-5 to R-7 to add home ownership opportunities. Density is 3 - 7 dwellings per acre and the request is consistent with the general plan land use designation. She noted a recent

property rezoned R-7 in the area and combination zoning up the hill. This complies with design standards established for the overlay standards. The site was shown with the surrounding area of existing and planned developments.

Ms. Jenkins said the goal of Homewise is to create affordable home ownership opportunities. They are working closely with existing residents wanting to purchase a home. Improvements include rebuilding the steep driveway that is not adequate for emergency access and adding retaining walls. They will ensure there is adequate parking for residents and guests. Homewise would like to add five new dwelling units, making a total of 14 units, which is the basis of the rezoning request. They are working to preserve an existing community garden and plan to create a direct connection to the River Trail. There is no pedestrian amenity so they will add a sidewalk to connect to a new sidewalk they will build on Alameda. They will also connect to sidewalk constructed along Alameda by the River Trail Walk project. With the property next to them there may be more opportunities to extend the sidewalk even further west. They will keep the existing drainage swell and make improvements to ensure it functions properly and eventually overflows into the Santa Fe River. Developed flows in ponding areas and within the swell will be maintained. Existing units will be renovated and given a facelift and brought up to code. A private grant will enable Homewise to achieve 50% affordability with the two new buildings.

Ms. Jenkins summarized the site improvements again and noted they are providing almost 15% open space or 5% over the required.

PUBLIC HEARING

Richard Rochlin, 2190 West Alameda, Unit D, was sworn. He said his comments are directed to his unit, D, which is part of a duplex. The proposal for two, two-story buildings on either side of him is cause for concern. He is interested in purchasing his unit but has only two windows in his unit and that would create a cave-like atmosphere in his unit. He read a prepared a statement stating that he wanted to put his concerns in writing and how the proposed site plan will affect his living situation. He is 71 and has lived in his unit 20 years and feels very connected to it. He has only two windows and the proposal will significantly affect the light in his unit, which is also a major source of his heat in the winter. He has expressed concerns to Homewise, and Mr. Logston has helped him understand the zoning. He expressed his concerns with Jennifer Jenkins, who was receptive and willing to discuss changes in the future. He said the Solar Rights Act fortifies solar energy rights for property owners and a provision of the Act established a solar easement. He read excerpts from the Act. He said the Legislature declared that the state recognizes economic benefits from the use of solar energy and encourages implementation when possible. He continued reading that the Legislature findings and regulations said this must be encouraged for the benefit of the state as a whole as a viable energy source. The Act was bolstered by the 2007 Definitions and Restrictions Bill and a key provision was to crack down on codes preventing homeowner's from installing solar panels. Recently, the Community Solar Act of 2021, was signed into law by the Governor.

Mr. Rochlin said the proposed site plan would make it difficult for anyone interested in solar panels or purchasing a unit. He didn't think the laws applied to his unit but thought the spirit of the law is applicable. He added that the rezoning plan allows opportunity for the Commission to reflect on solar access and if new buildings should deny that access to older buildings.

There being no further public comments, Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Pava asked Attorney Feghali to comment on solar rights.

Attorney Feghali said she understood that the state statute protects the right of an owner who has a solar collector, etc., that has been recorded. She thought in this case the law was not applicable.

Mr. Logston confirmed that Mr. Rochlin did not have a recorded, vested right and was suggesting possibly modifying the site plan in honor of the spirit of the law. The setback is 10 feet between the buildings and his unit. Mr. Rochlin was suggesting possibly shrinking the setback. Mr. Logston wasn't sure if that was realistic.

Commissioner Pava thought the site plan allowed some flexibility beyond what was suggested by Mr. Logston, but he wasn't sure if anything prohibited reconfiguring the site plan.

Ms. Jenkins said they have spent an enormous amount of time on the site plan, which has a lot of existing constraints. The new building was originally at the south end of the site, but they couldn't squeeze a driveway. There is a sewer easement, and community garden the existing residents want preserved and a 15-foot drainage easement on the west side. That makes the south end very constrained.

She said she and Mr. Rochlin discussed opportunities to play with the shape of the building since buildings 2 and 3 have not been designed yet.

Commissioner Pava confirmed buildings 2 and 3 would be two-story.

Chair Gutierrez asked if there was impact as a final development plan, that the applicant is still playing with the designs of the buildings.

Mr. Logston said generally they have to establish the square footage, and there is some room for the layout of the buildings.

Mr. Berke added they have a requirement for architectural points for the district but in addition there is flexibility for minor changes to the footprint. They are locked into square feet, but the building could be moved slightly and could be done administratively,

if it does not affect neighboring properties or public welfare. There is also flexibility in the location of the parking layouts.

Chair Gutierrez asked if the building could be made into an L shape administratively.

Mr. Berke said yes, if added as a condition of approval.

Chair Gutierrez asked Ms. Jenkins if she was working to find a solution with Mr. Rochlin.

Ms. Jenkins indicated she had several conversations with Mr. Rochlin. She assured him as they move into the architectural design, they will look for opportunities for adjustments. She said a condition of approval is welcomed to work with Mr. Rochlin and make modifications that could be approved administratively. She asked if Mr. Berke agreed.

Mr. Berke did not agree. He said the condition would give the applicant too much leeway for disagreement, but he appreciated Ms. Jenkins willingness. The Commission has to make a specific finding in the conditions, and staff has to have clear direction of what should be done.

Daniel Slavin,125 Sena Street, Director of Homewise, was sworn. He said they have all talked with Mr. Rochlin a number of times. He noted that the shed was because Mr. Rochlin had requested a shed and there had been a number of other modifications. They are considering changing the doors and windows of Mr. Rochlin's current location. The hope is to make this work for all of the residents and homeowners in the community, but in concert with the renovation. Mr. Rochlin's unit is a side entry that will probably come to the front and in a new development with the rehab will be in concert.

Commissioner Faulkner asked to confirm Mr. Rochlin's building will be different.

Mr. Slavin said all of the units will be rehabilitated. There is storage at the front of the building where it makes more sense to be an entry. Everything will be renovated, and light will be added where currently there is a front entry and a storage shed.

Ms. Jenkins explained the entries currently are on the south side with storage closets. Each dwelling was assessed as to what renovations made sense to improve livability, etc. A new entry on the east side is an opportunity to add windows where there are none now and gain solar.

Vice Chair Hogan said he wanted a better idea of the trail connection. He recalled a change of grade between the development area and bike path and the drainage would go down the west side. He asked if there is a drainage structure currently intersecting with the river.

Ms. Jenkins explained there is a swell that will be better defined and slow the water velocity. Closer to the bottom there is an informal ponding area that will be improved as an energy dissipater. She introduced civil engineer Mike Gomez to talk about outflow management. She clarified that the applicant would formalize a footpath regarding the trail access, nothing is there currently.

Michael Gomez, 1599 South St. Francis Drive, was sworn. He showed the drainage plan and described the basin. All of the calculations have been done and a channel has been engineered to slow the flows under the trail into a ponding area.

Vice Chair Hogan said that answered his question. He asked if the units are rentals or would be for sale.

Mr. Slavin said currently all are rentals. Homewise wants to have homeownerships for all 14 units.

Commissioner Faulkner asked if the access point to the river will be ADA accessible.

Ms. Jenkins said there is no current accessible access, it is an informal path. They plan to make a crusher fine type surface and work closely with staff to ensure accessibility.

Mr. Berke confirmed that the trail is required to be ADA accessible.

Chair Gutierrez asked Ms. Jenkins if they have determined on the remodel, how to mitigate the displacement of people in their homes.

Ms. Jenkins said the degree of remodel for each unit is different. Some have had recent work and it is a case-by-case basis. They are working closely with the residents renting and those interested in purchasing to determine whether they need to temporarily vacate and what makes sense. People who choose not to purchase will be given plenty of time for relocation.

Chair Gutierrez asked for more information on the grant to increase affordable housing.

Mr. Slavin said a grant was received from a Santa Fean wanting to support infill. He did not know the overall budget, but the goal is 50% affordability or greater.

MOTION: In Case #2021-4244. 2190 West Alameda Street Los Canales Rezoning, Commissioner Clow moved to recommend approval to the Governing Body. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4245. 2190 West Alameda Street Los Canales Final Development Plan, Commissioner Clow moved to recommend approval to the Governing Body. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Clow moved to approve the findings of Fact and Conclusions of Law in Case #2021-4244 and Case #2021-4245. Commissioner Faulkner seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

10. **Case #2021-4246. Plaza del Monte Preliminary Development Plan.** JenkinsGavin, Inc., Agent, for Plaza del Monte, LLC, Owner, requests approval of a preliminary development plan to establish development standards for 30 residential lots located at Camino Santiago and Bishop's Lodge Road. The property is zoned R-29 (Residential – twenty-nine dwelling units per acre), is within the Downtown and Eastside Historic District, and is approximately 6.62 acres. (Lee Logston, Case Manager).

11. **Case #2021-4247. Plaza del Monte Preliminary Subdivision.** JenkinsGavin, Inc., Agent, for Plaza del Monte, LLC, Owner, requests approval of a preliminary subdivision plat for 30 residential lots located at Camino Santiago and Bishop's Lodge Road. The property is zoned R-29 (Residential – twenty-nine dwelling units per acre), is within the Downtown and Eastside Historic District, and is approximately 6.62 acres. (Lee Logston, Case Manager).

EXECUTIVE SUMMARY

The proposed project is a conversion of a condominium complex into individual properties in a subdivision. Existing structures include 21 detached, single-family homes, two duplexes, three four-plexes, and one freestanding garage/carport structure. The Applicant proposes to subdivide the property into 30 lots, to include 21 existing detached homes, conversion of duplexes and four-plexes into 8 homes with attached guest units, and the creation of one new vacant lot. Planned site improvements include the creation of a pocket park, reconstruction of the two existing private roadways (Camino Santiago

and Camino Matias), construction of sidewalks and guest parking areas, replacement of fencing, and sewer system upgrades.

In order to achieve this, in addition to the preliminary subdivision, the Applicant is proposing a development plan to establish custom dimensional standards in order to work around existing conditions and historic standards.

STAFF RECOMMENDATION

Staff recommends APPROVAL of the preliminary development plan for Case #2021-4246, subject to conditions of approval and technical corrections outlined in this report.

Staff recommends APPROVAL of the preliminary subdivision plat for Case #2020-4247, with the conditions of approval and technical corrections listed in this report.

APPLICANT'S PRESENTATION

Ms. Jenkins, previously sworn, introduced the team. She provided a presentation of the property, which is a little over 6 acres and known as a residential compound. The surrounding area was shown. She reviewed the zoning of the property and the surrounding area. An existing Santa Fe water line and a private sewer line serves the property. There are 21 small, detached homes of duplexes and four-plexes. A garage structure has been approved for demolition. This is not a condominium but is presented that way in the mapping system. The improvements will preserve the existing mature vegetation as much as possible. The owners have established historic status of contributing designation for the structures. Future renovations are required to be based on those design guidelines with review by the State Historic Preservation Office and Historic Design Review Board. Noncontributing structures still have to meet design standards but are not as limited.

The site plan was displayed. The improvements proposed include the replacement of the private sewer system, which entails a new road. They will add a sidewalk along all internal roads, which are private and will remain so. Some historic elements cannot be altered, and they want to be respectful of the character of the compound. This will put the dwellings on their own lots and create homeowner opportunities. The four-plexes will be converted to duplexes with an attached guest unit.

The duplexes will become single primary units with a guest unit and the balance will remain as is. Lots range from 6000 square feet up to 13,000 square feet. They will create one vacant lot for a new structure and establish a community park area and provide more on-street guest parking. The drivable road surface is in accordance with emergency access at 20 feet. Per the Santa Fe Homes Program, there will be six affordably priced homes with a proposed total of 30 lots in the subdivision. They are working closely with the City's water division on infrastructure improvements. They are working with residents interested in purchasing their homes through Homewise and local housing trusts. The existing residents will have 30 days before other offers are accepted.

There are two units priced just under $147,000; three units priced at $190,000 and one unit priced at $235,000.

PUBLIC HEARING

Penelope Perriman, 109 Camino Matias, was sworn. She said this has been reviewed a couple of times by the Historic Districts Review Board. She asked if this had been before the Historic Board before this meeting. She said this is a historic development developed by the Presbyterian Church in 1949 for retired ministers and missionaries. The homes around the pocket park were designed to face the park to accentuate opportunities for community. She said she opposes the development of a vacant lot that will be three times the size of the existing communal park space. There is wildlife and comforts of the country only yards away from the Plaza. She wanted to know when this would be discussed with the H-Board. She stated this is a neighborhood developed in the 1950s; it is not individual parcels. She said this proposition is new. This has always been rentals. She has not heard of a timetable or what happens to the existing tenants, of which she is one.

Ms. Jenkins said she thought the question was whether the HDRB has opined on the current applications. She explained these types of applications are within the Planning Commission and not the HDRB's jurisdiction. HDRB does not have authority over zoning or a subdivision's infrastructure improvements. She said the owner will be communicating with the HDRB a lot as renovations of units move forward. And the new home on the new lot will also go before them, but this component they do not have jurisdiction. She noted this was the beginning of the process and the schedule had not been developed yet. They will return to the Planning Commission with a final plat and development plan and then schedule the infrastructure. She said everyone will be kept informed about when that work starts, and everyone was given opportunity for a six month lease renewal. The applicant is happy to have people continue to reside there as progress moves forward. If people choose to vacate or not to purchase their unit, they will be given plenty of time to make those decisions.

There being no further public comment, Chair Gutierrez closed the public hearing.

COMMISSION DISCUSSION

Commissioner Faulkner asked if the open space proposed is adequate for the housing.

Ms. Jenkins explained this type of neighborhood has no open space requirement. They are retaining a pocket park, and these are generous lots ranging from 6,000 to 13,000 square feet. And they are next to Fort Marcy Park, so there are plenty of outdoor recreation opportunities. This complies with any applicable Code provisions.

Commissioner Faulkner said generally the word "affordable" depends on context. She asked Ms. Jenkins to review what is considered affordable.

Ms. Jenkins said the definition of affordability came straight from the City of Santa Fe Homes Program Ordinance. The Ordinance establishes the affordability requirement and sales prices required for affordable homes. They have to provide homes within 3 income ranges. Of the 20%, 5% have to be 50-65% of annual medium income; 10% at 65 to 80% medium income; and 5% at 80 to 100%. They have to be sure that the lowest income range has to be increased. There is only one unit proposed at the highest income range. The balance of the units are the lower two income ranges based on the two-bedroom units.

Commissioner Faulkner said other developers, including Homewise, are taking advantage of density increases in other districts of the City. She asked if the goal is affordable housing, is zoning the reason this development is not as dense as it could be.

Ms. Jenkins explained the driving factor is that a vast majority of the structures have historic status and there is no space to increase density. She said R29 zoning in this location is a lost opportunity.

Commissioner Faulkner said she isn't familiar with how the HDRB does things or if changing density in historic districts is something the Planning Commission can consider. She feels that infill has to be one of the solutions to ensure density and affordability is shared throughout the City and not isolated in specific districts. She asked staff what authority the Commission has if they wanted to recommend the HDRB consider more density in this historic area.

Mr. Berke replied that the consideration of density for the historic district is more at the Council level and could be in the form of a recommendation.

Commissioner Faulkner said she understands it may not be appropriate to do a blanket policy change, but it should be considered case by case. She said as the chair for the Policy Subcommittee that is something she will suggest looking at more in depth. She doesn't want to just get rid of historic buildings but having an opportunity to look at it, case by case, especially in this area where walkability has ample access to food etc., it should be in a place where the infrastructure can handle the density already. She is concerned because they are putting density in areas that don't have amenities or adequate transportation or access to food. But in areas that have all of that, other cities permit density; we are not allowed to consider it.

Commissioner Lawrence asked to hear more about the innovative street design.

Ms. Jenkins said there are existing conditions with historic buildings. The City's lane standard applies for up to 30 buildings. That requires 42 feet of ROW; up 22 feet of drivable surface, a five-foot sidewalk and a five foot planting strip. Physically that doesn't fit and motivated the innovative street design. This provides adequate drivable surface with emergency access, pedestrian access through the site that connects the sidewalks, and some guest parking is provided where currently there is none. The retaining wall and grade changes prevent sidewalks on both sides of the street. They have created

opportunities to connect to existing sidewalks, which is more a response and attempt to preserve the character of what already exists.

Commissioner Lawrence asked if the right-of-way will be expanded.

Ms. Jenkins said there is no ROW now, just an asphalt driveway. The road will not be significantly wider, but curb improvements and sidewalk are being added.

Commissioner Lawrence confirmed the sidewalk would connect with the adjacent property.

Commissioner Pava asked if the affordable units will be on lots 3 and 4 and 14 and15, or if a combination thereof.

Ms. Jenkins said the final location for affordable units has not been identified. They work closely with the Affordable Housing to ensure the units are spread out and is a variety of unit types. They will identify those when they return with the final development plan and plat.

Commissioner Pava said for the record, he was on the Commission when the Manderfield School Project was approved. The units sell now for more than one million dollars each and this has some similarities. He loves that the City can require 20% affordable, but said he would venture the remaining 23 or 24 units will be advertised in the New Mexican in the one million dollar plus range. He said it is a sign of many factors and he is not pointing fingers. He preferred having these units than almost 180 units they would have if allowed to tear this down and build at R-29 zoning.

MOTION: In Case #2021-4246, Plaza del Monte Preliminary Development Plan, Commissioner Lawrence moved to approve, subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: In Case #2021-4247, Plaza del Monte Preliminary Subdivision, Commissioner Lawrence moved to approve, subject to the conditions of approval and technical corrections recommended by staff. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

MOTION: Commissioner Lawrence moved to approve the Findings of Fact and Conclusions of Law in Case #2021-4246 and Case #2021-4247. Commissioner Clow seconded the motion.

VOTE: The motion passed by unanimous roll call vote with Commissioners Clow, Faulkner, Hogan, Lawrence and Pava voting in favor and none voting against.

H. STAFF COMMUNICATIONS

Mr. Berke thanked the Commissioners for getting through this amount of cases. A second meeting will be on November 18th for a text amendment change. Sponsors requested it be back on the agenda. He anticipated the hearing would take longer than tonight's hearing. He asked that Commissioners who cannot be present to let him know.

Mr. Berke congratulated Commissioner Garcia for his election to the District 3 City Council seat. He said he would anticipate Commissioner Garcia most likely will resign from the Planning Commission to avoid conflicts in voting. He didn't know if there would be meetings in December.

He thanked Commissioner Pava for returning to the Commission, and patience with the technical issues.

Director Kluck welcomed Commissioner Pava and thanked Commissioners for completing all of the cases.

Commissioner Clow confirmed the Planning Commission minutes for October 21 had been approved.

I. MATTERS FROM THE COMMISSION

Chair Gutierrez apologized for missing Commissioner Pava's speech. He acknowledged everyone's good work. He asked Mr. Berke to add the dates the cases will be heard by other bodies to the agenda.

J. ADJOURNMENT

Chair Gutierrez adjourned the meeting at 9:30 pm.

Submitted by:

Melissa D. Byers

Melissa D. Byers, Stenographer for
Byers Organizational Support Services

Approved by:

Brian Gutierrez

Brian Gutierrez, Chair